IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JENI RIEGER, *et al.*, individually and on behalf of all others similarly situated, Plaintiffs, v. VOLKSWAGEN GROUP OF AMERICA, INC., a New Jersey corporation, d/b/a AUDI OF AMERICA, INC., Defendant.	Case No. 1:21-cv-10546-NLH-EAP Motion Date: April 22, 2024 **PLAINTIFFS' MOTION FOR AN ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

PLEASE TAKE NOTICE that on April 22, 2024, at 2:00 P.M., or as soon thereafter as the matter can be heard, Plaintiffs Tom Garden, Carrie Vassel, Karen Burnaugh, Grant Bradley, Clydiene Francis, Ada Gozon and Angeli Gozon, Peter Lowegard, and Patricia Hensley ("Plaintiffs"), individually and on behalf of all others similarly situated, will move this Court before Hon. Noel L. Hillman, U.S.D.J., pursuant to Federal Rule of Civil Procedure 23, for an Order and Judgment granting final approval of the parties' proposed class action settlement ("Settlement") as set forth in the Settlement Agreement (ECF No. 82-3.). Plaintiffs request that the Court grant their Motion for Final Approval of the Settlement and for certification of the proposed Settlement Class, and: (1) enter a Final Approval Order and Judgment granting final approval of the proposed Settlement; (2) grant

final appointment of Plaintiffs as Settlement Class Representatives and their Interim Rule 23(g) Class Counsel, Berger Montague PC, Capstone Law APC, and Ladah Law Firm, as Settlement Class Counsel; (3) grant final appointment of JND Legal Administration ("JND") as Claims Administrator; (4) direct the implementation of the Settlement in accordance with the terms and conditions of the Settlement Agreement; and (5) dismiss the Action with prejudice upon the Effective Date.

This motion is made pursuant to Federal Rule of Civil Procedure 23(e) and this Court's Order Granting Preliminary Approval of Class Action Settlement (ECF No. 84). In support of this motion, Plaintiffs rely upon the accompanying Memorandum of Law and the authorities cited therein; the Declaration of Tarek Zohdy, submitted herewith; the Declaration of Marcia A. Uhrig, submitted herewith; the Settlement Agreement; the proposed Order, to be submitted with Plaintiffs' Responses to Objections and/or to the Application for Class Counsel Fees and Expense and/or Class Representative service awards and to Requests for Exclusion; and all files, records, and proceedings in this matter.

Dated: March 19, 2024

Respectfully submitted,

/s/ Russell D. Paul

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JENI RIEGER, ALOHA DAVIS, JODIE CHAPMAN, CARRIE VASSEL, KAREN BURNAUGH, TOM GARDEN, ADA AND ANGELI GOZON, HERNAN A. GONZALEZ, PATRICIA A. HENSLEY, CLYDIENE FRANCIS, PETER LOWEGARD, and GRANT BRADLEY individually and on behalf of a class of similarly situated individuals, Plaintiffs, v. VOLKSWAGEN GROUP OF AMERICA, INC., a New Jersey corporation, d/b/a AUDI OF AMERICA, INC., Defendant.	Case No. 1:21-cv-10546-NLH-EAP Motion Date: April 22, 2024

BRIEF IN SUPPORT OF PLAINTIFFS' MOTION FOR AN ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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I. INTRODUCTION

Plaintiffs,[1] individually and on behalf of all others similarly situated, hereby move the Court for final approval of the class action settlement ("Settlement") set forth in the Settlement Agreement ("Settlement Agreement" or "S.A").[2]

The proposed Settlement, which this Court preliminarily approved, resolves this putative nationwide class action in which Plaintiffs, on behalf of themselves and all present and former owners and lessees of the Settlement Class Vehicles, claim that the Settlement Class Vehicles' 2.0-liter turbocharged engines are allegedly defective in that they experience excessive oil consumption and/or that the pistons in said vehicles are susceptible to fracture, and, in some rare circumstances, lead to additional engine damage. Plaintiffs have asserted claims under theories of, *inter alia*, breach of express and implied warranties and violation of the state fraud and consumer-protections statutes of states in which Plaintiffs purchased their vehicles or are domiciled. Defendant denies these allegations and maintains that the subject vehicles' pistons are not defective, the vehicles did not have excessive oil

[1] The named Plaintiffs who are Parties to the Settlement Agreement, individually and as representatives of the Settlement Class, are Plaintiffs Tom Garden, Carrie Vassel, Karen Burnaugh, Grant Bradley, Clydiene Francis, Ada Gozon and Angeli Gozon, Peter Lowegard, and Patricia Hensley (collectively, "Plaintiffs"). "Parties" is defined as Plaintiffs and Defendant Volkswagen Group of America, Inc ("Defendant" or "VWGoA").

[2] Unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Settlement Agreement, ECF No. 90-3.

consumption, and the vehicles were properly designed, manufactured, marketed, distributed and sold, and function properly. Defendant further maintains that no express or implied warranties were breached, and no consumer statutes or common law duties were violated.

If approved, the proposed Settlement will end litigation spanning two-and-a-half years and, in exchange for the release of claims described herein, will provide Settlement Class Members with immediate and valuable benefits, including a warranty extension and monetary reimbursement for paid out-of-pocket expenses for qualifying covered repairs. As set forth below, the Settlement is the product of a detailed investigation into the underlying claims and facts and extensive arm's-length negotiations between experienced counsel, including the use of an experienced mediator. The proposed Settlement has been diligently implemented since the Court's Order Granting Preliminary Approval of Class Action Settlement (ECF No. 84) ("Preliminary Approval Order").

Pursuant to the approved Notice Plan set forth in the Preliminary Approval Order, JND, the Claims Administrator, mailed the Court-approved notice of the proposed Settlement to Settlement Class Members on January 29, 2024. The settlement website and toll-free telephone assistance line went live the same date. Class Counsel has worked closely with Defendant and JND to ensure timely and proper implementation of the Notice Plan, and to respond to inquiries from

Settlement Class Members.

Significantly, of the approximate 533,570 Settlement Class Members, there have been only ten purported objections to the Settlement (only 0.0019% of the Settlement Class), and only 32 opt-out requests (only 0.0058% of the Settlement Class) which have not yet been evaluated for timeliness and validity.[3] This demonstrates quite clearly that the Class overwhelmingly favors this proposed Settlement. As shown below, the proposed Settlement is fair, reasonable, and adequate, provides very substantial benefits to the Settlement Class, comports in all respects with Rule 23, and should be granted final approval accordingly.

II. FACTUAL BACKGROUND AND SETTLEMENT HISTORY

A. Plaintiffs' Experiences with the Class Vehicles and Pre-Suit Investigation

This nationwide putative class action involves certain model year 2012-2017 Audi vehicles equipped with certain Audi 2.0T engines. The claims are described above, and each of the settling Plaintiffs asserts that he or she purchased a Settlement Class Vehicle[4] that experienced excessive oil consumption or a piston issue,

[3] The deadline for timely objections to, and requests for exclusion from, the Settlement was February 28, 2024. Plaintiffs will file a supplemental brief addressing these objections and opt-out requests by April 3, 2024, as will the Defendant, per the schedule set forth in the Preliminary Approval Order (ECF 84).

[4] Settlement Class Vehicles include certain of the following models and model years: 2012, 2013, and 2014 Audi A4, A5, A6, and Q5 vehicles; model year 2012, 2013, 2014, 2016 and 2017 Audi TT vehicles, and model year 2015, 2016 and 2017 Audi A3 vehicles. A complete list of the Vehicle Identification Numbers of included

requiring repair. Certain Plaintiffs allege that they paid out of pocket for repairs to address these issues, and others contend that they were unable to afford such repairs. Defendant vigorously contests these claims, denies that there is any defect, and maintains that there are myriad other potential causes of the damage Plaintiffs allege, including but not limited to improper maintenance and/or use.

Class Counsel thoroughly investigated the alleged defect prior to filing the lawsuit. *See* Declaration of Tarek H. Zohdy ("Zohdy Decl.") ¶¶ 12-14. Class Counsel analyzed Plaintiffs' issues, interviewed many other putative Class Members, reviewed vehicle repair records, analyzed Technical Service Bulletins addressing the relevant issues, analyzed symptoms of the alleged defect in the Class Vehicles, analyzed owners' and warranty manuals for the Class Vehicles, researched publicly available documents and reviewed other materials, to determine the extent to which the alleged defect affected the putative Class, as well as VWGoA's alleged knowledge. *Id*.

Settlement Class Vehicles is attached as Exhibit 4 to the Settlement Agreement. Due to the voluminous nature of the VIN list (.xlsx file approximately 4,100 pages long in PDF form), and because it includes confidential personal information of settlement class members, it was not included on the public docket, and on the Exhibit sheet, the Parties indicated it would be provided at the Court's request. *See* ECF 82-7. Class Members may use a VIN lookup tool on the Settlement Website at https://secure.pistonsettlement.com/vinlookup.

B. Overview of the Litigation, Discovery, and Settlement Negotiations

The Complaint asserting a nationwide putative class action was originally filed on April 30, 2021, and was amended on May 6, 2021 (First Amended Complaint) and July 26, 2021 (Second Amended Complaint) adding multiple named plaintiffs, including most of the Plaintiffs here. *See* ECF 11 and 36; Zohdy Decl. ¶¶ 2-3. On August 5, 2021, Plaintiff Hernan A. Gonzalez, represented by Class Counsel, filed *Gonzalez v. Volkswagen Group of America, et al.*, in Superior Court of the State of New Jersey, Mercer County, Law Division, under Docket No. L-001632-21. Zohdy Decl. ¶ 4. On August 9, 2021, Defendant filed a notice of removal of the *Gonzalez* action to this Court. *See Gonzalez v. Volkswagen Group of America, et al.*, Civil Case No. 1:21-cv-15026-NLH-MJS, ECF 1. On September 30, 2021, pursuant to Consent Motion of the Parties, this Court entered an order consolidating *Gonzalez* with and into this action, and directing the filing of a Consolidated Class Action Complaint, which was filed on October 12, 2021. ECF 42, 45; Zohdy Decl. ¶ 4. Defendant filed a motion to dismiss the Consolidated Class Action Complaint on December 3, 2021. ECF 53; Zohdy Decl. ¶ 5.[5] On May 4, 2023, the Court granted

[5] The procedural history of a related case, *Mishkin v. Volkswagen Group of America, Inc.* 1:22-cv-06127-NLH-EAP, is detailed in Plaintiffs' Brief in Support of Preliminary Approval, n.3, ECF 82-1, PageID 1642-43. Pursuant to the agreement of counsel, on November 6, 2023 all proceedings in *Mishkin* were stayed pending this Court's final determination of whether to approve this nationwide Class Settlement. ECF 67.

in part and denied in part the motion to dismiss, with leave to amend. ECF 66; Zohdy Decl. ¶ 6. As a result, on June 2, 2023, Plaintiffs filed the First Amended Consolidated Class Action Complaint. ECF 67; Zohdy Decl. ¶ 7.[6]

In spring 2023, the Parties initially discussed the possibility of settlement, and the Parties agreed to participate in mediation before an experienced mediator. Zohdy Decl. ¶ 8. In light of settlement negotiations, the parties informally exchanged information, including technical information, regarding the nature of the alleged issues, condition of the Settlement Class Vehicles, and Defendant's ameliorative actions. *Id*. at ¶ 8.

On July 7, 2023, following extensive settlement negotiations, the Parties engaged in a vigorous day-long mediation before Bradley A. Winters, Esq., a respected and experienced neutral class action Mediator with JAMS, during which the Parties reached agreement on the material terms of a settlement in principle. *Id.* at ¶ 9. The Parties continued negotiations, exchanging additional information and continuing to work on the details of this nationwide settlement. *Id.* at ¶ 10. Following further review of the information exchanged and further negotiations, the Parties finalized the terms of the settlement and reduced those terms to a formal Settlement Agreement. *Id.* at ¶ 10-11.

[6] On October 10, 2023, Plaintiff Jeni Rieger, Jodie Chapman, Aloha Davis, and Hernan A. Gonzalez filed voluntary dismissals of their claims. See ECF 81.

Based on the information exchanged pursuant to settlement negotiations as well as a thorough investigation begun prior to filing the Complaint and continuing through the course of the litigation, including interviewing putative Class Members, researching publicly available materials, and inspecting Class Vehicles, Class Counsel gained a thorough understanding of both the strengths and weaknesses of Plaintiffs' claims and believe the proposed terms of the Settlement Agreement represents a substantial recovery on behalf of the putative Class. *Id.* at ¶ 12; ECF 71. As this Court held in granting preliminary approval of the settlement, "[t]he proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action, the positions, strength, weaknesses, risks and benefits to each Party, and as such, to negotiate a Settlement Agreement that is fair, reasonable and adequate and reflects those considerations." ECF 84, ¶8.

All the terms of the Settlement Agreement are the result of extensive, adversarial, and arm's-length negotiations of highly disputed claims between experienced counsel for both sides. *Id.* at ¶ 11. The settlement, which is embodied in complete and final form in the Settlement Agreement, clearly provides very substantial benefits and more than fulfills the fair, reasonable, and adequate standards of Rule 23. In addition, and only after agreeing to the material terms of the class settlement, the Parties began to engage in negotiations with respect to

Settlement Class Representative service awards and Settlement Class Counsel attorney fees and expenses. Those negotiations were also completely adversarial and at arm's length, and involved an additional mediation session with Mr. Winters on August 21, 2023, before the Parties ultimately agreed upon an appropriate request for service awards and Plaintiffs' attorneys' fees and expenses. Zohdy Decl. ¶ 11.

On October 20, 2023, the Court granted Preliminary Approval of the Settlement, and certified a Settlement Class consisting of:

> All persons and entities who purchased or leased, in the United States or Puerto Rico, certain specific model year 2012, 2013, and 2014 Audi A4, A5, A6 and Q5 vehicles, certain model year 2012, 2013, 2014, 2016 and 2017 Audi TT vehicles and certain model year 2015, 2016 and 2017 Audi A3 vehicles, which are specifically designated by Vehicle Identification Number (VIN) in Exhibit 4 to the Settlement Agreement and were imported and distributed by Defendant Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico (hereinafter, "Settlement Class").

ECF No. 84 ("Preliminary Approval Order"), at 2. [7]

[7] Excluded from the Settlement Class are: (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any Released Parties from any Released

As this Court held in granting preliminary approval, the settlement is "fair, reasonable and adequate" and is the result of "intensive arm's-length negotiations of disputed claims, including through the use and assistance of an experienced third-party neutral mediator, and that the proposed Settlment is not the result of any collusion." *Id.* ¶¶ 8-9. Nothing has changed since the issuance of the Preliminary Approval Order that would warrant any different finding with respect to final approval.

III. MATERIAL TERMS OF THE SETTLEMENT

A. Benefits to the Settlement Class

The Settlement provides to the Settlement Class substantial benefits that squarely address the issues in this case. The Settlement provides for an extensive warranty extension and a reimbursement of certain previous past-paid out-of-pocket repair expenses, as follows.

1. Warranty Extension

Pursuant to the Settlement, VWGoA extended the New Vehicle Limited Warranties ("NVLWs") for the Settlement Class Vehicles to cover 75% of the cost of repair (parts and labor), by an authorized Audi dealer, of the following during a period of up to nine (9) years or ninety-thousand (90,000) miles (whichever occurs

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Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class. *See* S.A. § I.V.; Preliminary Approval Order, ECF 84, at 2-3.

first) from the Settlement Class Vehicle's In-Service Date: (1) for Model Year 2012-2014 Audi A4, A5, A6, Q5 and Model Year 2012-2014 Audi TT Settlement Class Vehicles only – a diagnosed condition of excessive oil consumption by an authorized Audi dealer, as confirmed by an authorized Audi dealer's oil consumption test,[8] or (2) for Model Year 2015-2017 Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only – a diagnosed condition of a fractured piston by an authorized Audi dealer. S.A. § II.A.

The Warranty Extension also covers a percentage, pursuant to a Sliding Scale of percentages detailed in the Settlement, of the cost of repair (parts and labor), by an authorized Audi dealer, of a diagnosed condition of engine damage which was directly caused by excessive oil consumption (for Model Year 2012-2014 Audi A4, A5, A6, Q5, and Model Year 2012-2014 Audi TT Settlement Class Vehicles only), or a diagnosed condition of engine damage other than to a piston which was directly caused by a fractured piston (for Model Year 2015-2017 Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only), during the aforesaid period of nine (9) years or ninety-thousand (90,000) miles (whichever occurs first) from the applicable Settlement Class Vehicle's In-Service Date.

As to all Settlement Class Vehicles, the Warranty Extension is conditioned

[8] If an oil consumption repair is performed under the warranty extension, then the cost of the oil consumption test that led to said repair shall likewise be covered at the same percentage (75%) as provided under the warranty extension.

upon the Settlement Class Member providing, to the dealer, Proof of Adherence to Maintenance Requirements.[9] *Id.* The Warranty Extension is subject to the same terms, conditions, and limitations set forth in the Settlement Class Vehicle's original NVLW and Warranty Information Booklet, and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired. S.A. § II.A.

The Warranty Extension nearly doubles the 4 year or 50,000 miles (whichever occurs first) duration of the vehicles' original NVLWs! Further, if a Settlement Class Vehicle's Warranty Extension time period (9 years from the In-Service Date) had already expired as of January 29, 2024 (the Notice Date), then for that Settlement Class Vehicle only, the Warranty Extension time and mileage limitations shall be for a period of up to seventy (70) days after the Notice Date (April 8, 2024) or ninety-thousand (90,000) miles from the Settlement Class Vehicle's In-Service Date (whichever occurs first), subject to the same conditions and limitations set forth above. *Id.*

2. Reimbursement of Certain Past Paid Out-of-Pocket Repair Expenses

In addition to the substantial Warranty Extension, the Settlement provides that

[9] Proof of Adherence to Maintenance Requirements simply requires a showing that the oil maintenance was performed within a 10% variance of the time and mileage for deadlines for such maintenance, or providing a Declaration to that effect and attesting to why records could not be obtained.

Settlement Class Members who mail to the Settlement Claim Administrator a Claim for Reimbursement (*i.e.*, a fully completed, dated and signed Claim Form together with all Proof of Repair Expense and Proof of Adherence to Maintenance Requirements documentation), post-marked on or before April 15, 2024, shall be eligible for 75% reimbursement of the paid (and unreimbursed) cost (*i.e.*, parts and labor) of a past repair (limited to one (1) past repair) that was performed on a Settlement Class Vehicle prior to the Notice Date and within nine (9) years or ninety-thousand (90,000) miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, to address the following: (i) for Model Year 2012-2014 Audi A4, A5, A6, Q5 and Model Year 2012-2014 Audi TT Settlement Class Vehicles only – a diagnosed condition of excessive oil consumption as confirmed by an authorized Audi dealer's oil consumption test, or (ii) for Model Year 2015-2017 Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only - a diagnosed condition of a fractured piston(s). S.A. § II.B.1.

Reimbursement shall also include a percentage, determined by the same percentages of coverage set forth in the Sliding Scale in the Settlement, of the past paid (and unreimbursed) cost (*i.e.*, parts and labor) of repair (limited to one (1) past repair), performed prior to the Notice Date and within nine (9) years or ninety-thousand (90,000) miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, of: (1) for Audi A4, A5, A6, Q5 and 2012-2014 Audi TT

Settlement Class Vehicles only – engine damage which was diagnosed to be directly caused by excessive oil consumption, or (2) for Audi A3 and 2016-2017 Audi TT Settlement Class Vehicles only - engine damage other than to a piston which was diagnosed to be directly caused by a fractured piston. S.A. § II.B.1.

B. Release of Claims/Liability

In consideration of the Settlement benefits, VWGoA and its related entities and affiliates (the "Release Parties," as defined in S.A. § I.U.) will receive a release of claims and potential claims related to the alleged defect in the Settlement Class Vehicles that are the subject of this litigation and Settlement, including the claims that were or could have been asserted in the litigation (the "Released Claims," as defined in S.A. § I.T.). The scope of the release properly reflects the issues, allegations and claims in this case, and specifically excludes claims for personal injury and property damage (other than damage to the Settlement Class Vehicle itself). *Id.*

C. Proposed Attorneys' Fees, Expenses, and Service Awards

The Parties did not discuss the issues of Class Representative service awards or reasonable Class Counsel attorneys' fees and expenses until after agreement was reached on the material terms of the Settlement. Thereafter, the Parties, at arm's length and with the assistance of an experienced mediator, were able to negotiate sums for attorneys' fees, expenses, and service awards separately, with the amount

finally awarded by the Court not affecting the Class benefits in any way. *See* S.A. § V.III.C; *see also* Zohdy Decl. ¶¶ 10-11. Subject to Court approval, VWGoA has agreed to not oppose Class Counsels' application for attorneys' fees and documented costs of a combined collective sum up to $2,200,000. ECF No. 90-2, ¶ 26. Also subject to Court approval, the Settlement Agreement provides for service awards to the named Class Representatives for their efforts to secure relief on behalf of the Settlement Class, in the amount of $5,000.00, each,[10] to be paid separately from the benefits to the Settlement Class. S.A. § VIII.C.1. VWGoA pays that to Class Counsel to distribute – the Claim Administrator does not pay out the service awards. S.A. §§ VIII.C.2.

D. Notice to Settlement Class Members and Response

Notice has been disseminated to Settlement Class Members pursuant to the Notice Plan as described in the Settlement Agreement, § IV, and approved by this Court. *See* ECF 84, ¶¶11-12; Declaration of Marcia A. Uhrig ("Uhrig Decl."), ¶¶ 3-10. Pursuant to said Notice Plan, JND Legal Administration, preliminarily appointed by the Court as the Claim Administrator (Preliminary Approval Order, ¶ 5), mailed the Class Notice to approximately 533,570 Settlement Class Members on January

[10] The Settlement Class Representatives Tom Garden, Carrie Vassel, Karen Burnaugh, Grant Bradley, Clydiene Francis, Peter Lowegard, and Patricia Hensley will be paid $5,000 each. Settlement Class Representatives Ada and Angeli Gozon will collectively receive a single $5,000 service award. S.A. § VIII.C.1.

29, 2024 via first class mail. *Id.* at ¶ 8. Settlement Class Members were located based on the Settlement Class Vehicles' VINs and using the services of Polk/IHS/Markit to acquire contact information for current and former owners and lessees of the Settlement Class Vehicles based on vehicle registration information from the state Departments of Motor Vehicles ("DMVs") for all fifty states and U.S. Territories. S.A. § IV.B.2; Uhrig Decl. at ¶ 4. The Claim Administrator compared the received addresses to information in the United States Postal Service National Change of Address database to obtain the most current mailing address information for potential Settlement Class Members. *Id.* at ¶ 7. For any Class Notice that was returned as undeliverable after mailing, JND re-mailed notices for those returned pieces for which forwarding addresses were provided. In the cases in which no forwarding address was provided, JND conducted an advanced address search (skip trace) in an attempt to find a current address, and, where such address was available, mailed Class Notice to the newly obtained address.

In addition to the mailed Class Notice, on January 29, 2024, the Claim Administrator also established a dedicated Settlement website, www.PistonSettlement.com, which includes details about the lawsuit, the Settlement and its benefits, and the Settlement Class Members' legal rights and options including objecting to or requesting to be excluded from the Settlement and/or not doing anything; instructions on how and when to submit a claim for reimbursement;

instructions on how to contact the Claim Administrator by e-mail, mail or (toll-free) telephone; copies of the Class Notice, Claim Form, the Settlement Agreement, Motions and Orders relating to the Preliminary and Final Approval processes and determinations, and all submissions and documents relating thereto; important dates pertaining to the Settlement including the procedures and deadlines to opt-out of or object to the Settlement, the procedure and deadline to submit a claim for reimbursement, and the date, place and time of the Final Fairness Hearing; and answers to Frequently Asked Questions (FAQs). S.A. § IV.B.6; Uhrig Decl. at ¶ 11. As of March 19, 2024, the Settlement website has tracked 15,923 unique users with 39,420 page views. *See* Uhrig Decl. at ¶ 12.

Pursuant to 28 U.S.C. § 1715, the Class Action Fairness Act of 2005, the Claim Administrator also provided timely notice to the U.S. Attorney General and the applicable State Attorneys General ("CAFA Notice") so that they may review the proposed Settlement and raise any comments or concerns to the Court's attention prior to final approval. S.A. § IV.A; Uhrig Decl. at ¶ 3. No Attorney General has objected to or raised any concern about this Settlement.

Pursuant to the Preliminary Approval Order, Settlement Class Members had until February 28, 2024 to object or to request exclusion from the Settlement Class. Settlement Class Members have until April 15, 2024 to submit reimbursement claims. There were only ten purported objections to the Settlement (0.0019% of the

533,570 Settlement Class Members), and 32 purported requests for exclusion (0.0058%). *See* Uhrig Decl. at ¶¶ 17-18; Zohdy Decl. ¶ 23. Plaintiffs will file a supplemental brief addressing the objections and opt-out requests by April 3, 2024, per the terms of the Preliminary Approval Order.

IV. ARGUMENT

A. The Settlement Meets the Requirements of Rule 23

In order for a lawsuit to be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, a named plaintiff must establish each of the four threshold requirements of subsection (a) of the rule, which provides:

> One or more members of a class may sue or be sued as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members in impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative will fairly and adequately protect the interest of the class.

Fed. R. Civ. P. 23(a). *See also In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 308–09 (3d Cir. 1998) ("*Prudential II*"). These four elements are referred to in the shorthand as (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. *See In re Constar Int'l Inc. Sec. Litig.*, 585 F.3d 774, 780 (3d Cir. 2009). As recognized by this Court previously in the Preliminary Approval Order, the proposed settlement meets each element of Rule 23 for settlement purposes. *See* ECF No. 84 at ¶ 7. Nothing has changed since that time to

warrant a different finding. Accordingly, the Settlement merits final settlement class certification.

1. Numerosity Under Rule 23(a)(1)

The proposed Settlement Class is sufficiently numerous. Rule 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23. In the Third Circuit, where the number of potential class members exceeds forty, the numerosity requirement is generally met. *See Stewart v. Abraham*, 275 F.3d 220, 227 (3d Cir. 2001). Here, there are 533,570 Settlement Class Members that received notice, more than the minimum requirements for numerosity.

2. Commonality Under Rule 23(a)(2)

The Settlement Class satisfies the commonality requirement for settlement purposes. *See generally Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-351 (2011) (discussing commonality). Rule 23(a)(2) requires that there be "questions of law or fact common to the class," and that the class members "have suffered the same injury." *Id.* at 349-350; *see also Baby Neal for & by Kanter v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994) (holding that the test for commonality is "easily met"). The commonality inquiry focuses on the defendant's conduct. *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 297 (3d Cir. 2011) ("commonality is informed by the defendant's conduct as to all class members and any resulting injuries common to all class members").

"Commonality exists when proposed class members challenge the same conduct of the defendants." *Schwartz v. Dana Corp./Par. Div.*, 196 F.R.D. 275, 279 (E.D. Pa. 2000). Indeed, a single common question is sufficient to satisfy the requirements of Rule 23(a)(2). *See Baby Neal for and by Kanter*, 43 F.3d at 56; *see also* 1 A. Conte & H. Newberg, *Newberg on Class Actions (Fourth)*, § 3.10 at 272-74 (2002).

Here, as this Court preliminarily found (ECF 84 ¶7), commonality exists for settlement purposes because Plaintiffs are alleging a uniform and common course of conduct on the part of Defendant with respect to the marketing and sale of the Settlement Class Vehicles. As with *In re Centocor, Inc.*,1999 WL 54530, at *2 (E.D. Pa. Jan. 27, 1999), the allegations arise from the same common nucleus of operative facts, and all members of the proposed Settlement Class can cite the same common evidence to prove their identical claims. As a result, a "classwide proceeding [will] generate common answers apt to drive the resolution of the litigation," *Wal-Mart Stores, Inc.*, 564 U.S. 338, such as whether the Settlement Class Vehicles contain a defect relating to the pistons within the 2.0T Engine and whether VWGoA had the requisite notice of and a duty to disclose the alleged defect. These questions, which are common to automobile class settlements such as this,[11] are common to the

[11] *See e.g., Udeen v. Subaru of Am.*, 2019 WL 4894568, at *5 (D.N.J. Oct. 4, 2019) (commonality satisfied where there were numerous common questions regarding whether the class vehicles were defective); *Henderson v. Volvo Cars of N. Am., LLC*,

Settlement Class, capable of class-wide resolution, and "will resolve an issue that is central to the validity of each one of the claims in one stroke." *In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d 410, 427 (3d Cir. 2016) (citing *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011).

3. Typicality Under Rule 23(a)(3)

Rule 23(a)(3) requires that a representative plaintiff's claims be "typical" of those of other class members. Fed. R. Civ. P. 23. Whereas commonality evaluates the sufficiency of the class, typicality judges the sufficiency of the named plaintiffs as representatives of the class. *Baby Neal for and by Kanter*, 43 F.3d at 57. A plaintiff's claim is typical of class claims if it challenges the same conduct that would be challenged by the class. *See In re Centocor, Inc.*, 1999 WL 54530, at *2 (noting that typicality requirement of Rule 23(a)(3) is satisfied where "litigation of the named plaintiffs' claims can reasonably be expected to advance the interests of absent class members"). "This investigation properly focuses on the similarity of the legal theory and legal claims; the similarity of the individual circumstances on which

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2013 WL 1192479, at *4 (D.N.J. Mar. 22, 2013) (commonality satisfied where there were several common questions, "including whether the transmissions in the Class Vehicles suffered from a design defect, whether Volvo had a duty to disclose the alleged defect, whether the warranty limitations on Class Vehicles are unconscionable or otherwise unenforceable, and whether Plaintiffs have actionable claims"); *Alin v. Honda Motor Co.*, 2012 WL 8751045, at*5 (D.N.J. April 13, 2012) (finding commonality and predominance satisfied where "class vehicles allegedly suffer from defects that cause their air conditioning systems to break down, although there are differences as to how the breakdowns occur").

those theories and claims are based; and the extent to which the proposed representative may face significant unique or atypical defenses to her claims." *In re Schering Plough Corp. ERISA Litig.*, 589 F.3d 585, 597-98 (3d Cir. 2009). In other words, typicality is demonstrated where a plaintiff can "show that two issues of law or fact he or she shares in common with the class occupy the same degree of centrality to his or her claims as those of the unnamed class members." *Weiss v. York Hosp.*, 745 F.2d 786 (3d Cir. 1984).

Here, for settlement purposes the claims of Plaintiffs and all Settlement Class Members are typical because they arise under substantially similar warranty and consumer protection laws and stem from a common alleged defect and course of conduct by Defendant. *See, e.g., Skeen v. BMW of N. Am., LLC*, 2016 WL 70817, at *6 (D.N.J. Jan. 6, 2016) (typicality satisfied where class suit alleged defendants "knowingly placed Class Vehicles containing the alleged defect into the stream of commerce and refused to honor its warranty obligations"); *Alin*, 2012 WL 8751045, at *6 (typicality established where the named plaintiffs each owned or leased one of the vehicles at issue and sought damages as a result of the alleged defect).

4. Adequacy of Representation Under Rule 23(a)(4)

Representative parties must "fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). To evaluate adequacy, the Court considers whether the named plaintiffs have "the ability and the incentive to represent the claims of the

class vigorously, that [they have] obtained adequate counsel, and there is no conflict between the [named plaintiffs'] claims and those asserted on behalf of the class." *Hassine v. Jeffes*, 846 F.2d 169, 179 (3d Cir. 1988); *see also Dewey v. Volkswagen Aktiengesellschaft*, 681 F.3d 170, 182 (3d Cir. 2012).

The core analysis for a plaintiff's conduct is whether the plaintiff has diligently pursued the action and whether the plaintiff has interests antagonistic to those of the Settlement Class. The capabilities and performance of Class Counsel under Rule 23(a)(4) are evaluated based upon factors set forth in Rule 23(g). *See New Directions Treatment Servs. v. City of Reading*, 490 F.3d 293, 313 (3d Cir. 2007); *Sheinberg v. Sorensen*, 606 F.3d 130, 132 (3d Cir. 2010). Here, adequacy is readily met as previously recognized by the Court. See ECF No. 84, at ¶7.

First, the proposed Class Representatives have retained counsel with significant experience in federal class actions, in particular, consumer and automotive class actions. The Settlement Agreement designates Berger Montague PC, Capstone Law APC ("Capstone"), and the Ladah Law Firm, all experienced and respected class action firms, as co-Class Counsel. *See* Zohdy Decl. at ¶¶ 24-27 and Ex. A; Declaration of Russell Paul in Support of Preliminary Approval of Class Action Settlement, ¶¶ 4-7 and Ex. A (ECF Nos. 82-9, 82-10); Declaration of Ramzy P. Ladah in Support of Preliminary Approval of Class Action Settlement, ¶¶ 4-5 and Ex. A (ECF Nos. 82-11, 82-12). Class Counsel have invested considerable time and

resources into the prosecution of this action. They have a wealth of experience in litigating complex class actions and were able to negotiate an outstanding settlement for the Class. Zohdy Decl. ¶¶ 22, 24-27.

Second, Plaintiffs have no interest adverse or "antagonistic" to the absent Class Members. Each of the Plaintiffs is an owner of a Settlement Class Vehicle who claims to have experienced the alleged defect/condition at issue. Plaintiffs have no interests antagonistic to the other Settlement Class Members and will continue to vigorously represent the Settlement Class's interests. The interests of Plaintiffs and other Class Members are aligned in seeking to assert the Class's recovery relating to the alleged defect. *See In re Philips/Magnavox Television Litig.*, 2012 WL 1677244, at *6 (D.N.J. May 14, 2012) (plaintiffs adequately represent the interests of class where they purchased the same allegedly defective televisions as the rest of the class and were allegedly injured in the same manner).

5. The Requirements of Rule 23(b)(3) Are Met

Plaintiffs seek to certify the Class under Rule 23(b)(3), which has two components: predominance and superiority. Rule 23(b)(3)'s predominance inquiry "'tests whether [a] proposed class[ ] [is] sufficiently cohesive to warrant adjudication by representation.'" *Marchese v. Cablevision Sys. Corp.*, 2016 WL 7228739, at *2 (D.N.J. Mar. 9, 2016) (citation omitted). There is "a 'key' distinction between certification for settlement purposes and certification for litigation: when taking a

proposed settlement into consideration, individual issues which are normally present in litigation usually become irrelevant, allowing the common issues to predominate." *Id.*; *see Amchem Prod., Inc. v. Windsor*, 521 U.S. 591,618 (1997).

For settlement purposes, the common questions of law and fact discussed above predominate over questions that may affect individual Settlement Class Members. *See, e.g., Henderson*, 2013 WL 1192479, at *6 (predominance met where "t]he Class Members share common questions of law and fact, such as whether Volvo knowingly manufactured and sold defective automobiles without informing consumers…[and] liability in this case depends on Volvo's alleged conduct in manufacturing and selling the Class Vehicles").

Rule 23(b)(3) also requires a showing that a class action is "superior to other available methods for fairly and efficiently adjudicating the controversy." FED. R. CIV. P. 23(b)(3). The superiority requirement is met when—as here—adjudicating claims in one action is "far more desirable than numerous separate actions litigating the same issues." *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 259 (3d Cir. 2009); *see Marchese*, 2016 WL 7228739, at *2 (finding that certification of a class for settlement purposes is more efficient than separate litigation of numerous individual claims).

The proposed Settlement delivers prompt and substantial benefits while avoiding the substantial judicial burdens and the risk of inconsistent rulings that

would arise from repeated adjudication of the same issues in individual actions. *See Henderson*, 2013 WL 1192479, at *6 ("To litigate the individual claims of even a tiny fraction of the potential Class Members would place a heavy burden on the judicial system and require unnecessary duplication of effort by all parties. It would not be economically feasible for the Class Members to seek individual redress.").

B. The Settlement Is Fair, Reasonable, and Adequate

To give final approval, the court must determine that a settlement is "fair, reasonable, and adequate," using the criteria set out in Fed. R. Civ. P. 23(e)(2): that the class representatives and class counsel have adequately represented the class; the proposal was negotiated at arm's length; the relief provided for is adequate, taking into account costs, risks, and delay of trial and appeal; there is an effective method of distribution of relief to the class; the terms of the proposed attorney's fees; and the settlement treats class members equitably. These factors do not displace the Third Circuit's common law factors, discussed below, but are intended to "focus the parties [on] the 'core concerns' that motivate the fairness determination." *Huffman v. Prudential Ins. Co. of Am.*, No. 2:10-CV-05135, 2019 WL 1499475, at *3 (E.D. Pa. Apr. 5, 2019) (citing Fed. R. Civ. 23(e)(2), Advisory Committee Notes to 2018 Amendments). This determination is guided by a "strong judicial policy in favor of class action settlement." *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010). By entering into a voluntary settlement, the parties can benefit substantially

by avoiding "costs and risks of a lengthy and complex trial." *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995). This concern over the cost and complexity of proceeding is particularly true with class action trials. *Id*.

Moreover, there is a presumption of fairness where, as in this case: "(1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected." *In re National Football League Players Concussion Injury Litig.*, 821 F.3d at 436 (citing and quoting in part *In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001)).

This Settlement is the product of vigorous arm's length negotiations of highly disputed claims that lasted several months, including mediation conducted by an experienced neutral mediator, between the Parties. *See* Zohdy Decl. at ¶¶ 8-11. Moreover, before reaching the Settlement, Class Counsel analyzed Plaintiffs' issues, interviewed many other putative Class Members, reviewed vehicle repair records, analyzed Technical Service Bulletins addressing the relevant issues, analyzed symptoms of the alleged defect in the Class Vehicles, analyzed owners' and warranty manuals for the Class Vehicles, researched publicly available documents and reviewed other materials, to determine the extent to which the alleged Piston Defect affected the putative Class, as well as VWGoA's alleged knowledge. *Id*. at

¶¶ 12-15. In addition, Class Counsel continued to respond to inquiries from many putative Class Members and investigate their complaints. *Id.* The parties informally exchanged information in light of settlement negotiations, including technical information, regarding the nature of the alleged issues, condition of the Settlement Class Vehicles, and Defendant's ameliorative actions. *Id*. at ¶ 8. As this Court held in preliminarily approving the settlement, this discovery, along with the information exchanged pursuant to settlement negotiations as well as a thorough investigation begun prior to filing the Complaint and continuing through the course of the litigation, enabled Plaintiffs to gain "a clear understanding of the strengths and weaknesses of their case." ECF 84 ¶8; *Udeen*, at *8.

Class Counsel are experienced class action litigators and represented their clients vigorously through the litigation, including the months of settlement negotiations.

Further, the Settlement has received overwhelming support from Settlement Class Members. There are approximately 205,152 Settlement Class Vehicles, and notices were mailed to 533,570 Settlement Class Members. *See* Uhrig Decl. at ¶¶ 4, 8. To date, there are only ten purported objections[12], and only 32 requests for

[12] The parties will address the purported objections in submissions to the Court on April 3, 2024. However, even if all of the purported objections are valid, they represent a microscopic 0.0019% of the Settlement Class.

exclusion[13] from the Settlement. Uhrig Decl. at ¶¶ 18, 19; Zohdy Decl. ¶ 23. Taken together, these factors show resoundingly that the Settlement is fair, reasonable, and adequate.

In the Third Circuit, there are nine factors that the district court should consider in evaluating the fairness and adequacy of settlement: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendant to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975*). See also In re Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d at 437 (affirming continued use of *Girsh* factors).[14]

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[13] The parties are still reviewing the purported requests for exclusion to determine whether they are timely and valid, and will address them further in their submissions to the Court on April 3, 2024. However, even if all requests for exclusion are timely and valid, they represent a minuscule 0.0058% of the Settlement Class.

[14] The Third Circuit has also identified additional factors for courts to consider, though they overlap significantly with the *Girsh* factors: (1) the maturity of the underlying substantive issues; (2) the existence and probable outcome of claims by other classes and subclasses; (3) the comparison between the results achieve by the settlement for individual class or subclass members and the results achieved or likely

"The decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court." *Girsh*, 521 F.2d at 156. In exercising this discretion, courts are mindful that "[t]he law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation." *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995); *see also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) ("[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged"); *In re Sch. Asbestos Litig.*, 921 F.2d 1330, 1333 (3d Cir. 1990) (the court "encourage[s] settlement of complex litigation 'that otherwise could linger for years'").

This Court previously granted preliminary approval of the Settlement, signifying that the Settlement was ostensibly reasonable. *See Preliminary Approval Order* [ECF 84]. Now that notice of the proposed Settlement has been provided to the Class Members, the Court may fully consider final approval. As discussed more fully below, the proposed class action settlement meets the Third Circuit's standard

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to be achieved for other claimants; (4) whether class or subclass members are accorded the right to opt-out of the settlement; (5) whether any provisions for attorneys' fees are reasonable; and (6) whether the procedure for processing individual claims under the settlement is fair and reasonable. *In re Pet Food Prod. Liab. Litig.*, 629 F.3d 333, 350 (3d Cir. 2010) (citing *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions*, 148 F.3d 283).

for a fair, reasonable, and adequate settlement.

1. The Complexity, Expense, and Likely Duration of Litigation

The first *Girsh* factor assesses "'the probable costs, in both time and money, of continued litigation.'" *In re Cendant Corp. Litig.*, 264 F.3d 201, 233 (3d Cir. 2001) (quoting *In re GMC*, 55 F.3d at 812). In cases involving alleged automotive defects, courts have observed that, "where motor vehicles have a relatively short lifespan, there is a premium upon promptly finding a remedy for alleged defects to restore full enjoyment of the vehicle." *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *9 (D.N.J. Aug. 31, 2016). The case has been vigorously litigated since April 30, 2021, and, absent a Settlement, Defendant would likely strongly oppose the facts and allegations contained in Plaintiffs' pleadings (Defendant had already moved to dismiss the Consolidated Class Action Complaint), class certification, and move for summary judgment on the merits. The Parties would also need to engage in lengthy fact and expert discovery. Continued litigation would be complex, time consuming, and expensive, with no certainty of a favorable outcome. The Settlement Agreement secures benefits for the Settlement Class with none of the delay, risk, and uncertainty of continued litigation. Thus, this first *Girsh* factor, standing alone, strongly favors approval of the Settlement.

2. The Reaction of the Class to the Settlement

The second *Girsh* factor "attempts to gauge whether members of the class

support the settlement," *In re Prudential*, 148 F.3d at 318, and the Class's support "creates a strong presumption . . . in favor of the Settlement." *In re Cendant*, 264 F.3d at 235. In the Third Circuit, the number of objections is considered an indication of the reaction of the class. *Id.* at 234-235. Courts find that a "small number of objections by Class Members to the Settlement weighs in favor of approval." *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 103 (D.N.J. 2012) (citations omitted). Only ten purported objections to the Settlement have been received. A low number of objections is considered persuasive evidence that the proposed settlement is fair and adequate. *In re Cendant Corp. Litigation*, 264 F.3d at 234–35. In addition, only a tiny fraction (0.0058%) of the Settlement Class has sought exclusion from the settlement. Where the number of opt outs and objections is low, Courts find that the second factor is satisfied. *See Oliver v. BMW of N. Am., LLC*, 2021 WL 870662, at *5 (D.N.J. Mar. 8, 2021) (finding "the class reaction to the settlement appears to be extremely positive and favorable overall" where more than 99% of class did not object or opt out); *see also Weiss v. Mercedes-Benz of N. Am., Inc.*, 899 F. Supp. 1297, 1301 (D.N.J. 1995) (100 objections out of 30,000 class members weighed in favor of settlement); *Yaeger*, 2016 WL 4541861 at *9 (observing "the overall reaction of the class has been strongly positive" in case with 34 objectors and 2,328 opt-outs in case with 577,860 class vehicles). As such, this response supports approval of the Settlement.

3. The Stage of the Proceedings and Amount of Discovery

"The third Girsh factor captures the degree of case development that class counsel [had] accomplished prior to settlement." *In re Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d at 438 (citations omitted); *see also Hegab v. Family Dollar Stores, Inc.*,2015 WL 1021130, at *13 (D.N.J. Mar. 9, 2015) ("As explained in the discussion of the *Girsh* factors, this case has been litigated for over three years and involves uncertain legal issues. The parties reached the settlement after access to extensive discovery and arm's length settlement negotiations. Thus, this factor weighs in favor of approval."); *In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D. 136, 146 (D.N.J. 2013) ("Based upon the amount of time Class Counsel expended in the discovery process, in responding to motions to dismiss, and in negotiations, the Court concludes that Class Counsel had a thorough appreciation of the merits of the case prior to settlement. Accordingly, the Court determines that this factor weighs strongly in favor of settlement.")

Courts consider "'whether counsel had an adequate appreciation of the merits of the case before negotiating.'" *In re Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d at 438-439 (citations omitted). Here, as the Court already held in preliminarily approving the settlement, the Settlement Agreement was reached as a result of extensive, arms'-length negotiations between experienced class action counsel with sufficient knowledge to properly evaluate the strengths and weaknesses

of their respective claims, defenses and positions, the risks to both sides of continued litigation, and to negotiate a very substantial and advantageus settlement to the class that takes this into account. Class counsel's investigation and discovery are more than sufficient, "especially in view of the fact that greater knowledge, gained at the expense of delay in the resolution of these claims, would likely not have led to any substantial change of the legal and factual landscape." *Yaeger*, 2016 WL 4541861, at *9. This *Girsh* factor supports approval.

4. The Risks of Establishing Liabilty

This "inquiry requires a balancing of the likelihood of success if the case were taken to trial against the benefits of immediate settlement." *Wallace v. Powell*, 288 F.R.D. 347, 369 (M.D. Pa. 2012) (quotation omitted). In weighing the likelihood of success at trial against the benefits of the settlement at this stage of the case, any obstacle to plaintiff's success identified weighs in favor of settlement. *See In re Warfarin Sodium Antitrust Litigation*, 391 F.3d at 537; *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions*, 148 F.3d at 319. Here, Defendant has continually denied any liability, and has maintained that the subject vehicles are not defective and that it did not engage in fraud, misrepresentation, concealment, breach of warranty, or violation of any consumer fraud statute. In addition, Defendant maintained that the claims are subject to dismissal pursuant to applicable statutes of limitations under various states laws, and other defenses pursuant to the

economic loss doctrine, lack of manifestation, lack of pre-sale knowledge and/or a duty to disclose, lack of privity, and other potential defenses.

In negotiating and reaching the Settlement Agreement, Plaintiffs' Counsel were aware of the difficulties and risks associated with proving liability. While Plaintiffs' Counsel believe their case is strong on the merits, further litigation was not without risks. For example, without proof that Defendant knew of the alleged design defect before selling the vehicles, a plaintiff cannot recover under the New Jersey Consumer Fraud Act and other similar state consumer fraud statutes. *See, e.g., Nelson v. Nissan N. Am., Inc.*, 2014 WL 7177276, at *3 (D.N.J. Dec. 16, 2014).

The Settlement avoids the risk that Defendant may not be liable after trial, and that a class may not be certified in the context of litigation. As such, this factor weighs in favor of approval of the settlement.

5. The Risks of Establishing Damages

For this factor, the Court is to weigh the potential damages that could be awarded following trial against the benefits of the settlement available now. *See In re Cendant Corp. Litigation*, 264 F.3d at 238–39. Here, the settlement provides for a very lengthy warranty extension, more than doubling the time limitation and nearly doubling the mileage of the original NVLW period from 4 years/50,000 miles to 9 years/90,000, covering 75% of the cost of repair, and it also includes a 75% reimbursement of qualifying out-of-pockets costs for Covered Repairs, a result that

could only be matched if Plaintiff won on liability and then garnered a near-complete victory for Plaintiffs and the Class in proving damages after the delay and expense of a full trial.

Moreover, even if liability were established, Plaintiffs still would have likely met substantial challenges in proving damages on a class-wide basis. The presentation of damage testimony is a complex matter. *See Muise v. GPU, Inc.*, 371 N.J. Super. 13, 47-52 (App. Div. 2004) (discussing evidence required for proof of class-wide damages). And establishing damages on a class-wide basis would have required winning a difficult battle of experts. Indeed, Defendant would have aggressively contested damages through discovery, on summary judgment, and at trial. Accordingly, this *Girsh* factor supports approval of the Settlement Agreement.

6. The Risks of Maintaining the Class Action Through Trial

This factor measures the likelihood of obtaining and keeping a certified class if the action were to continue. The Third Circuit has found that the sixth *Girsh* factor has become "essentially 'toothless,'" and "deserve[s] only minimal consideration." *In re National Football League Players Concussion Injury Litig.*, 821 F.3d at 440. As this action has been vigorously litigated by both sides from the outset, Class Counsel expects that Defendant would vigorously oppose any motion for class certification. "Further, even if class certification were granted in this matter, class certification can always be reviewed or modified before trial, so 'the spector of

decertification makes settlement an appealing alternative.'" *Whiteley v. Zynerba Pharmaceuticals, Inc.*, 2021 WL 4206696, at *5 (E.D. Pa. Sept. 16, 2021) (quoting *Skeen v. BMW of N. Am., LLC*, 2016 WL 4033969 at *15 (D.N.J. July 26, 2016)). As such, this factor weighs in favor of approval.

In addition, if this case were to proceed through litigation, Plaintiffs would face significant difficulties in obtaining class certification and/or maintaining it through conclusion including on appeal. Those difficulties include, but are not limited to, potential defenses as to commonality, typicality, adequacy of representation, superiority, and the fact that any alleged "common" questions do not predominate over individual issues relating to Plaintiffs and putative class members, such as whether there was excessive oil consumption attributed to the alleged piston defect in each putative class member's vehicle as opposed to the myriad of other individualized factors and vehicle use and maintenance issues that affect oil consumption, the specific cause of any alleged piston malfunction or inoperability, individual differences in use and maintenance of the subject vehicles, individual purchase and lease transactions of each putative class member and his/her decision-making with respect thereto, what, if anything, each individual may have seen, heard or relied upon prior to leasing or purchasing the subject vehicle, whether it was purchased used and how it was driven or maintained by prior owners, when and if any individual presented a subject vehicle to an authorized dealer for diagnosis or

repair, and other matters relevant to liability and damages. Finally, differences in the laws and burdens/proof requirements among the various applicable state laws could preclude certification of any "nationwide" class if this action were to be litigated rather than settled.

In contrast, these individualized issues do not preclude class certification for settlement purposes, since the Court will not be faced with the significant manageability problems of a trial. *See Amchem Prods., Inc.,*, 521 U.S. 591 U.S. at 620.

7. The Ability of Defendant to Withstand a Greater Judgment

Although Defendant is able to withstand a greater judgment than the settlement amount and cost of the prospective relief, this factor is considered neutral where the defendant's ability to pay greatly exceeds the potential liability. *See In re CertainTeed Corp. Roofing Shingle Prod. Liab. Litig.*, 269 F.R.D. 468, 489 (E.D. Pa. 2010). As such, this factor is neutral, weighing neither for nor against the settlement.

8. The Range of Reasonableness of Settlement in Light of the Best Possible Recovery and All Attendant Risks of Litigation

The last two *Girsh* factors are "often considered together, [and] evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case." *Whiteley*, 2021 WL 4206696, at *5 (citation omitted). Courts are thus

asked to assess "the present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing…compared with the amount of the proposed settlement." *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions*, 148 F.3d at 322. Here, the value of the proposed settlement—75% reimbursement of pre-Notice Date out-of-pocket expenses incurred for qualifying repairs, and a Warranty Extension that virtually doubles the duration of the vehicles' original NVLWs—clearly falls well within the range of reasonableness, given the risks to Plaintiffs of achieving a worse outcome had the case went to trial. This is because, without the settlement, "plaintiffs would face the hurdles of obtaining class certification." *Yaeger*, 2016 WL 4541861, at *12. Since the Settlement bypasses these difficulties and delivers benefits that directly address the alleged piston defect, it falls within the range of reasonableness, outweighs the possibility of any superior relief. Further, considering the costs of continuing litigation through trial and a lengthy appellate process, the settlement is particularly advantageous to all parties. As such, these factors weigh in favor of approval.

Taken together, the *Girsh* factors clearly support final approval of the proposed Settlement. Given that the Class has overwhelmingly supported the Settlement and the proposed Class meets the requirements for class certification, the settlement should be finally approved.

C. The Notice Provision Satisfies Due Process and Rule 23

Under Federal Rule of Civil Procedure 23(e), class members who would be bound by a settlement are entitled to reasonable notice before the settlement may be approved. See Manual for Complex Litigation, Fourth, § 30.212. The Court must provide a class certified under Rule 23(b)(3) "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). To satisfy this standard and due process requirements, such notice must be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

As this Court held, "the mailing of the Settlement Class Notice, in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website… satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances." ECF 84 ¶10. The Notice Plan has been implemented by the Settlement Claim Administrator and the Notice that the Court approved was provided to Settlement Class Members in accordance with the also-approved Notice Plan. The notice plan carried out by JND furnished the Settlement Class Members the best notice practicable under the circumstances. *See Henderson*, 2013 WL 1192479, at *12-13.

JND, an experienced vendor, oversaw the process of compiling addresses of Settlement Class Members, and used that information to prepare a mailing list to which Notice was sent via first-class mail, satisfying the "gold standard for class notice." *Good v. Am. Water Works Co., Inc.*, 2016 WL 5746347, at *7 (S.D.W. Va. Sept. 30, 2016) (holding "direct mail notices as "the gold standard"); *Boyd v. May Trucking Co.*, 2019 WL 12763009, at *11 (C.D. Cal. July 1, 2019) (finding "direct mail notice is satisfactory."). Notice of the Settlement and other relevant documents, including Claim Forms, the Settlement Agreement, and the Preliminary Approval Order, are also available on the dedicated Settlement website.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant their Motion for Final Approval of the Settlement and for certification of the proposed Settlement Class, and: (1) enter a Final Approval Order and Judgment granting final approval of the proposed Settlement; (2) grant final appointment of Plaintiffs as Settlement Class Representatives and their Interim Rule 23(g) Class Counsel, Berger Montague PC, Capstone Law APC, and Ladah Law Firm, as Settlement Class Counsel; (3) grant final appointment of JND Legal Administration ("JND") as Claims Administrator; (4) direct the implementation of the Settlement in accordance with the terms and conditions of the Settlement Agreement; and (5) dismiss the Action with prejudice upon the Effective Date.

Dated: March 19, 2024

Respectfully submitted,

/s/ Russell. D. Paul

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JENI RIEGER, ALOHA DAVIS, JODIE CHAPMAN, CARRIE VASEL, KAREN BURNAUGH, TOM GARDEN, ADA and ANGELI GOZON, HERNAN A. GONZALEZ, PATRICIA A. HENSLEY, CLYDIENE FRANCIS, PETER LOWEGARD, and GRANT BRADLEY, individually and on behalf of a class of similarly situated individuals, Plaintiffs, v. VOLKSWAGEN GROUP OF AMERICA, INC., a New Jersey corporation, d/b/a AUDI OF AMERICA, INC., Defendant. .	Case No. 1:21-cv-10546-NLH-EAP

DECLARATION OF TAREK H. ZOHDY IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Tarek H. Zohdy, hereby declare as follows:

1. I am an attorney at law duly licensed to practice before the courts of the State of California and all Federal District Courts in California. I am also a Senior Counsel at Capstone Law APC which, along with Berger Montague PC and Ladah Law (collectively, "Class Counsel"), are counsel of record for Plaintiffs Carrie Vassel, Karen Burnaugh, Tom Garden, Ada and Angeli Gozon, Patricia A. Hensley,

Clydiene Francis, Peter Lowegard, and Grant Bradley ("Plaintiffs") in the above-captioned action. Unless the context indicates otherwise, I have personal knowledge of the facts stated herein, and if called as a witness, I could and would testify competently thereto. I make this declaration in support of the Motion for Final Approval of Class Action Settlement.

OVERVIEW OF THE LITIGATION AND SETTLEMENT NEGOTIATIONS

2. This nationwide class action arises out of an alleged defect in certain model year 2012-2017 Audi vehicles equipped with the Audi 2.0T engine. On April 30, 2021, original Plaintiff Jeni Rieger filed this class action asserting various individual and putative class claims alleging that defects in the pistons and/or piston heads of the putative class vehicles may allegedly result in engine malfunctions and/or excessive oil consumption.

3. She amended the Complaint on May 6, 2021, and filed a Second Amended Complaint on July 26, 2021, adding multiple named plaintiffs, including most of the Plaintiffs here.

4. On August 5, 2021, Plaintiff Hernan A. Gonzalez filed *Gonzalez v. Volkswagen Group of America, et al.*, in Superior Court of the State of New Jersey, Mercer County, Law Division, under Docket No. L-001632-21. On August 9, 2021, Defendants in that action filed a notice of removal to this Court. *See Gonzalez v. Volkswagen Group of America, et al.*, Civil Case No. 1:21-cv-15026-NLH-MJS, ECF No. 1. On September 30, 2021, the Court entered an order consolidating *Gonzalez* with and into this action, and directing the filing of a Consolidated Class Action Complaint, which was filed on October 12, 2021.

5. Defendant Volkswagen Group of America ("VWGoA") filed a motion to dismiss the Consolidated Class Action Complaint on December 3, 2021. Plaintiffs filed a response in opposition to the motion to dismiss on January 14, 2022. Plaintiffs voluntarily sought to dismiss the foreign defendants Volkswagen AG and Audi AG from the action, on February 2, 2022. VWGoA filed a reply on February 11, 2022, in support of its motion to dismiss.

6. On May 4, 2023, the Court granted in part and denied in part the motion to dismiss, with leave to amend.

7. As a result, on June 2, 2023, Plaintiffs filed the First Amended Consolidated Class Action Complaint solely against VWGoA. This complaint alleged a nationwide class as well as various state sub-classes for class members who purchased or leased class vehicles in California, Florida, Georgia, Illinois, Louisiana, Minnesota, Nevada, New Jersey, Oregon, Pennsylvania, Texas, and Washington.

8. In Spring 2023, the Parties initially discussed the possibility of settlement, after which the Parties agreed to participate in mediation before an experienced mediator. In light of settlement negotiations, the parties informally exchanged information, including technical information, regarding the nature of the alleged issues, condition of the Settlement Class Vehicles, and Defendant's ameliorative actions.

9. On July 7, 2023, the Parties engaged in a vigorous day-long mediation before Bradley A. Winters, Esq., a respected and very experienced neutral class action Mediator with JAMS in which no agreement could be reached.

10. The Parties continued negotiations, exchanging additional information related to a potential settlement. Following further review of the information exchanged and investigation of the claims extensively, the Parties participated in a second mediation on August 21, 2023. The return to mediation resulted in a class-wide Settlement. Mediator Winters helped the Parties to bridge the gap between their respective positions and agree to a settlement in principle. The terms of this Settlement have since been memorialized in the Settlement Agreement.

11. After agreeing to the structure and material terms for settlement of the Class claims, the Parties negotiated and ultimately agreed upon an appropriate request for incentive awards and Plaintiffs' attorneys' fees and expenses. All the terms of the Settlement Agreement are the result of extensive, adversarial, and arm's-length negotiations between experienced counsel for both sides. The settlement is set forth in complete and final form in the Settlement Agreement.

CLASS COUNSEL THOROUGHLY INVESTIGATED THE CLAIMS AND DEFENSES

12. Based on the information exchanged as well as a thorough investigation prior to filing the Complaint, including interviewing putative Class Members, researching publicly available materials, and inspecting Class Vehicles, counsel gained a thorough understanding of both the strengths and weaknesses of Plaintiffs' claims and believe the proposed terms of the Settlement Agreement represent a substantial recovery on behalf of the putative Class.

13. Class Counsel conducted a detailed investigation into the origins and nature of the issues reported by owners of the vehicles who had contacted them. Before filing the Complaint, Class Counsel investigated Plaintiffs' complaints,

documented their problems, interviewed other putative Class Members, and researched publicly available materials to determine the extent to which the problems affected the putative Class, as well as VWGoA's knowledge of the defect alleged. Class Counsel reviewed Technical Service Bulletins addressing the relevant symptoms and owners' and warranty manuals for each of the Class Vehicles. In addition, Class Counsel continued to respond to inquiries from putative Class Members and investigate their complaints. Class Counsel also gained information from vehicle inspections, including inspection of certain Plaintiffs' vehicles.

14. Class Counsel researched publicly available materials and information provided by the National Highway Traffic Safety Administration ("NHTSA") concerning consumer complaints about the Class Vehicles. Counsel reviewed and researched consumer complaints and discussions of related problems in articles and forums online, in addition to the various manuals and Technical Service Bulletins dating back to 2013 discussing the alleged defect. Finally, counsel conducted research into the various causes of actions and other similar automotive actions.

15. Accordingly, Class Counsel identified information that was instrumental to the case and to Plaintiffs' efforts during mediation. Class Counsel thoroughly investigated and researched the claims in litigating this action, which allowed Class Counsel to better evaluate VWGoA's claimed representations and omissions concerning the alleged piston defect.

SETTLEMENT BENEFITS AND RECOGNITION OF RISKS ASSOCIATED WITH LITIGATION

16. Class Counsel have been responsible for the prosecution of this Action and for the negotiation of the Settlement Agreement. Counsel have vigorously represented the interests of the Class Members throughout the course of the litigation and settlement negotiations. The number of Settlement Class Vehicles in the putative class here is over 205,152.

17. The Settlement is an excellent result, as it provides the Settlement Class with valuable relief that squarely addresses the piston defect issues raised in this litigation. This includes a Warranty Extension and reimbursement of certain previous out-of-pocket repair expenses.

18. In regards to the Warranty Extension, effective on the Court-ordered date by which the Claim Administrator shall mail the Class Notice of this Settlement to the Settlement Class ("Notice Date"), VWGoA will extend the New Vehicle Limited Warranties ("NVLWs") to cover 75% of the cost of repair (parts and labor), by an authorized Audi dealer, of the following during a period of up to nine (9) years or ninety-thousand (90,000) miles (whichever occurs first) from the Settlement Class Vehicle's In-Service Date: (1) <u>for Audi A4, A5, A6, Q5 and Model Year 2012-2014 Audi TT Settlement Class Vehicles only</u> – a diagnosed condition of excessive oil consumption by an authorized Audi dealer, as confirmed by an authorized Audi

dealer's oil consumption test,[1] or (2) for Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only – a diagnosed condition of a fractured piston by an authorized Audi dealer. The Warranty Extension shall also cover a percentage, based on a Sliding Scale detailed in the Settlement, of the cost of repair (parts and labor), by an authorized Audi dealer, of a diagnosed condition of engine damage which was directly caused by excessive oil consumption (for Audi A4, A5, A6, Q5, and Model Year 2012-2014 Audi TT Settlement Class Vehicles only), or a diagnosed condition of engine damage other than to a piston which was directly caused by a fractured piston (for Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only), during the aforesaid period of nine (9) years or ninety-thousand (90,000) miles (whichever occurs first) from the applicable Settlement Class Vehicle's In-Service Date. As to all Settlement Class Vehicles, the Warranty Extension is conditioned upon the Settlement Class Member providing, to the dealer, Proof of Adherence to Maintenance Requirements.

19. The Warranty Extension is subject to the same terms, conditions, and limitations set forth in the Settlement Class Vehicle's original NVLW and Warranty Information Booklet, and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired. Further, If a Settlement Class Vehicle's Warranty Extension time period from the In-Service Date has already expired as of the Notice Date, then for that Settlement Class Vehicle

[1] If an oil consumption repair is performed under the warranty extension, then the cost of the oil consumption test that led to said repair shall likewise be covered at the same percentage (75%) as provided under the warranty extension.

only, the Warranty Extension time and mileage limitations shall be for a period of up to seventy (70) days after the Notice Date or ninety-thousand (90,000) miles from the Settlement Class Vehicle's In-Service Date (whichever occurs first), subject to the same conditions and limitations set forth above. Prior to the Notice Date, VWGoA will advise authorized Audi dealers of the Settlement's Warranty Extension, so that the Warranty Extension may be implemented in accordance with the terms and conditions of this Settlement Agreement.

20. In regards to the reimbursement for out-of-pocket repairs, Settlement Class Members who timely mail to the Settlement Claim Administrator a Claim for Reimbursement (i.e., a fully completed, dated and signed Claim Form together with all Proof of Repair Expense and Proof of Adherence to Maintenance Requirements documentation) shall be eligible for 75% reimbursement of the paid (and unreimbursed) cost (i.e., parts and labor) of a past repair (limited to one (1) past repair) that was performed on a Settlement Class Vehicle prior to the Notice Date and within nine (9) years or ninety-thousand (90,000) miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, to address the following: (i) for Audi A4, A5, A6, Q5 and Model Year 2012-2014 Audi TT Settlement Class Vehicles only – a diagnosed condition of excessive oil consumption as confirmed by an authorized Audi dealer's oil consumption test, or (ii) for Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only - a diagnosed condition of a fractured piston(s).

21. Reimbursement shall also include a percentage, determined by the same percentages of coverage set forth in the Sliding Scale in the Settlement, of the past

paid (and unreimbursed) cost (i.e., parts and labor) of repair (limited to one (1) past repair), performed prior to the Notice Date and within nine (9) years or ninety-thousand (90,000) miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, of: (1) for Audi A4, A5, A6, Q5 and 2012-2014 Audi TT Settlement Class Vehicles only – engine damage which was diagnosed to be directly caused by excessive oil consumption, or (2) for Audi A3 and 2016-2017 Audi TT Settlement Class Vehicles only - engine damage other than to a piston which was diagnosed to be directly caused by a fractured piston.

22. Plaintiffs remain convinced that their case has merit but recognize the substantial risk that comes along with continued litigation. Based on Counsel's investigation and review of information and evidence exchanged, and in consideration of the risks of continued litigation and the relative strengths and weaknesses of Plaintiffs' claims and VGWoA's defenses, we have concluded that the Settlement represents an excellent result for Class Members.

SETTLEMENT NOTICE AND CLAIMS ADMINISTRATION

23. The Parties agreed to retain JND Legal Administration as the Claim Administrator. The Declaration of Marcia A. Uhri of JND Legal Administration filed in connection with the instant Motion for Final Approval of Class Action Settlement sets forth updated information about the Claims Administration in this matter, including compliance with the CAFA Notice and Notice Plan requirements, and statistics regarding the response of the Class. To date, there have been only 32 requests for exclusion and 10 objections.

QUALIFICATIONS TO SERVE AS CLASS COUNSEL

24. Capstone is one of California's largest plaintiff-only labor and consumer law firms. With over twenty-five seasoned attorneys, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

25. Capstone's accomplishments since its creation in 2012 are set forth in the firm resume. A true and correct copy of Capstone's firm resume is attached hereto as **Exhibit A.**

26. Capstone, as lead or co-lead counsel, has obtained final approval of sixty class actions valued at over $100 million dollars. Recognized for its active class action practice and cutting-edge appellate work, Capstone's recent accomplishments have included three of its attorneys being honored as California Lawyer's Attorneys of the Year in the employment practice area for 2014 for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014).

27. Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Salas v. Toyota Motor Sales, U.S.A., Inc*., No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019). Capstone was also appointed sole class counsel after contested class certification in *Victorino v. FCA US LLC,* No. 16CV1617-GPC(JLB), 2021 WL 4124245 (S.D. Cal. Sept. 9, 2021) and, along with co-counsel, in *Speerly v. Gen. Motors, LLC*, 343 F.R.D. 493 (E.D. Mich. 2023). Capstone has negotiated numerous class action settlements providing relief to owners/lessees in the last five years. *See, e.g., Weckwerth, et al. v. Nissan North America, Inc.,* No. 3:18-cv-00588

(M.D. Tenn, Mar. 10, 2020) (finally approving settlement on behalf of millions of Nissan drivers with alleged transmission defects); *Wylie, et al. v. Hyundai Motor America,* No. 8:16-cv-02102-DOC (C.D. Cal. Mar. 02, 2020) (finally approving settlement on behalf of tens of thousands of Hyundai drivers with alleged transmission defects); *Granillo v. FCA US LLC,* No. 16-00153-FLW (D. N.J. Feb. 12, 2019); *Morishige v. Mazda Motor of Am., Inc.,* No. BC595280 (Los Angeles Sup. Ct. Aug. 20, 2019); *Falco v. Nissan N. Am. Inc*., No. 13-00686-DDP (C.D. Cal. July 16, 2018), Dkt. No. 341 (finally approving settlement after certifying class alleging timing chain defect on contested motion); *Vargas v. Ford Motor Co*., No. CV12-08388 AB (FFMX), 2017 WL 4766677 (C.D. Cal. Oct. 18, 2017) (finally approving class action settlement involving transmission defects for 1.8 million class vehicles); *Batista v. Nissan N. Am., Inc*., No. 14-24728-RNS (S.D. Fla. June 29, 2017), Dkt. 191 (finally approving class action settlement alleging CVT defect); *Chan v. Porsche Cars N.A., Inc*., No. No. 15-02106-CCC (D. N.J. Oct. 6, 2017), Dkt. 65 (finally approving class action settlement involving alleged windshield glare defect); *Klee v. Nissan N. Am., Inc*., No. 12-08238-AWT, 2015 WL 4538426, at *1 (C.D. Cal. July 7, 2015) (settlement involving allegations that Nissan Leaf's driving range, based on the battery capacity, was lower than was represented by Nissan); *Asghari v. Volkswagen Group of America, Inc.*, Case No. 13-cv-02529-MMM-VBK, 2015 WL 12732462 (C.D. Cal. May 29, 2015) (class action settlement providing repairs and reimbursement for oil consumption problem in certain Audi vehicles).

CONCLUSION

28. As a result of this litigation, all current owners and lessees of the Settlement Class Vehicles receive substantial benefits from the Settlement. Based on my experience, the Settlement is fair, reasonable, and adequate, and treats all Class Members equitably. I ask that the Court finally approve the Settlement achieved on behalf of the Class resulting from this litigation.

I declare under penalty of perjury under the laws of United States of America that the foregoing is true and correct.

Dated: March 19, 2024

Tarek H. Zohdy

EXHIBIT A

Capstone LAW APC

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining hundreds of millions for employees and consumers:

- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions. Both decisions were awarded a "Top Appellate Reversal" in California by *Daily Journal* for their respective years.

- In February 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.

- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

- Capstone has an established practice in automotive defect class actions, recently securing over $100 million in direct monetary relief to class members in the highly publicized *Vargas v. Ford Motor Co.*, No. CV12-08388-AB (C.D. Cal. Mar. 6, 2020). Capstone has also negotiated numerous class action settlements providing valuable relief to owners/lessees the last five years. *See Weckworth v. Nissan N.A.*, No. 3:18-cv-00588 (M.D. Tenn. Mar. 10, 2020); *Wylie v. Hyundai Motors America,* 8:16-cv-02102-DOC (C.D. Cal. Mar. 2, 2020); *Granillo v. FCA US LLC,* No. 16-00153-FLW (D. N.J. Feb. 12, 2019); *Morishige v. Mazda Motor of Am., Inc.,* No. BC595280 (Los Angeles Sup. Ct. Aug. 20, 2019); *Falco v. Nissan N. Am. Inc.*, No. 13-00686-DDP (C.D. Cal. July 16, 2018), Dkt. No. 341 (finally approving settlement after certifying class alleging timing chain defect on contested motion); *Batista v. Nissan N. Am., Inc.*, No. 14-24728-RNS (S.D. Fla. June 29, 2017), Dkt. 191 (finally approving class action settlement alleging CVT defect); *Chan v. Porsche Cars N.A., Inc.*, No. No. 15-02106-CCC (D. N.J. Oct. 6, 2017), Dkt. 65 (finally approving class action settlement involving alleged windshield glare defect); *Klee v. Nissan N. Am., Inc.*, No. 12-08238-AWT, 2015 WL 4538426, at *1 (C.D. Cal. July 7, 2015) (settlement involving allegations that Nissan Leaf's driving range, based on the battery capacity, was lower than was represented by Nissan); *Asghari v. Volkswagen Group of America, Inc.*, Case No. 13-cv-02529-MMM-VBK, 2015 WL 12732462 (C.D. Cal. May 29, 2015) (class action settlement providing repairs and reimbursement for oil consumption problem in certain Audi vehicles); *Aarons v. BMW of N. Am.*, LLC, No. CV 11-7667 PSG, 2014 WL 4090564 (C.D. Cal. Apr. 29, 2014), objections

overruled, No. CV 11-7667 PSG CWX, 2014 WL 4090512 (C.D. Cal. June 20, 2014) (C.D. Cal.) (class action settlement providing up to $4,100 for repairs and reimbursement of transmission defect in certain BMW vehicles). Capstone is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

- Capstone has served as class counsel in a number of significant consumer class actions, providing relief and protection to consumers from deceptive and unlawful business practices, data breaches, and deceptive and false advertising by large corporations and manufacturers. These cases include *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.); *Fernandez v. Home Depot U.S.A.,* No. 13-648 (C.D. Cal.); *Livingston v. MiTAC,* No. 18-05993 (N.D. Cal.).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over $200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Vargas v. Ford Motor Co.*, No. 12-08388-AB (C.D. Cal.): direct monetary benefits of over $100 million to class members in highly-publicized class action involving alleged transmission problem.
- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of $12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of $10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of $9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over $6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of $5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of $5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of $5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of $5 million on behalf of over 12,000 nonexempt employees;

- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of $5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.,* Case No. 08-07919 (C.D. Cal.): gross settlement of nearly $5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly $5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over $20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over $10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000

hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles,* 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in

Iskanian. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of "benefit of the bargain" damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation*: Employees' Perspective," both published in the *California Labor & Employment Law Review*.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored Defective Prosthetic Devices: Strict Tort Liability for the Hospital? 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm's business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm's client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law

Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSerio's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and

settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has

contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Mark A. Ozzello. Mark A. Ozzello is a senior counsel with Capstone Law. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. He has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mr. Ozzello is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Freniere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of $200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal, and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mr. Ozzello attended Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mr. Ozzello has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals.

Cody Padgett. A senior counsel at Capstone Law, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over $100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of $4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court

of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaeepour. Roxanna Tabatabaeepouris a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaeepour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaeepour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Ryan Tish. Ryan Tish is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and Private Attorneys General Act ("PAGA") representative actions on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenses, and other claims under the Fair Labor Standards Act and California Labor Code.

Before joining Capstone, Mr. Tish was an associate at a civil litigation firm in Los Angeles, handling a variety of matters, including commercial contracts, real estate, and employment law. Mr. Tish has represented both

employers and employees in actions ranging from individual claims of discrimination, harassment, retaliation, and wrongful termination, to class and representative actions for wage-and-hour and privacy law violations. Mr. Tish is a graduate of the University of Southern California Gould School of Law and earned his bachelor's degree in civil and environmental engineering from the University of California, Los Angeles. Mr. Tish is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Tarek Zohdy. A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as "Lemon Law." He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action ("LACCLA"), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over $1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several "Dean's Scholar" prizes for receiving top grades in his constitutional law courses.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Laura Goolsby. Laura Goolsby is an associate with Capstone Law. Her practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. Prior to joining Capstone Law, Ms. Goolsby was an associate at a California civil litigation practice representing individuals in toxic tort disputes. Previous to that, Ms. Goolsby was a trial attorney in a California lemon law firm, trying cases against automobile manufacturers in state and federal court. Ms. Goolsby is published in the University of Pennsylvania Journal of Law and Change law review and served as a judicial intern to the U.S. Department of Justice Immigration Court while in law school. Ms. Goolsby graduated from California Western School of Law, where she was a member of the award-winning Philip C. Jessup International Moot Court team and spent multiple trimesters on the Dean's List. She graduated with several Academic Excellence Awards for receiving top grades in various international law, civil rights law, and legal skills courses.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Joey Parsons. Joey Parsons is an associate with Capstone. His practice primarily involves wage-and-hour class actions and PAGA representative actions. Previously, Joey was an associate at a boutique firm where he

represented California employees in all facets of employment law, including claims brought under the FEHA, Title VII, and the California Labor Code. Joey is a graduate of the University of Alabama School of Law, where he competed on the Labor and Employment Moot Court team and served as the Executive Articles Editor for the Alabama Law & Psychology Review. Joey received his bachelor's degree in history from Virginia Tech.

Jezzette Ron. Jezzette Ron is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as in-house counsel for a private entity reviewing and drafting company policies. During this time, she actively supported the company with human resource and workers compensation matters. Additionally, she ensured company compliance with California Labor Codes and Occupational Safety and Health Administration (OSHA) regulations. She also implemented an Illness Injury Prevention Program, which included a COVID-19 Exposure Control and Response procedure in compliance with OSHA. Ms. Ron graduated from Whittier Law in 2017, where she served as a board member of the Student Bar Association. She received her undergraduate degree from the University of California, Riverside in 2012 where she majored in Business Management and Public Policy. Ms. Ron is admitted to practice law in California and takes pride in being an advocate for creating a work friendly environment for all employees.

Alexander Wallin. Alexander Wallin is an associate at Capstone Law. He is a passionate litigator who has successfully represented employees against corporate injustice. Mr. Wallin has recovered millions of dollars in numerous wage-and-hour class actions, PAGA actions, and individual discrimination lawsuits. He has a particular interest in representing economically disadvantaged employees who cannot afford legal representation on a retainer-fee basis. Mr. Wallin is a member of the Los Angeles County Bar Association's Employment Law Section and stays up-to-date with the rapidly evolving areas of wage-and-hour protections. He graduated from Loyola Law School in 2017 and is admitted to practice law in California, as well as before the United States District Court for Central and Northern Districts of California. He has been selected as a Southern California "Super Lawyers – Rising Star" in 2022 and 2023.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JENI RIEGER, ALOHA DAVIS, JODIE CHAPMAN, CARRIE VASSEL, KAREN BURNAUGH, TOM GARDEN, ADA and ANGELI GOZON, HERNAN A. GONZALEZ, PATRICIA A. HENSLEY, CLYDIENE FRANCIS, PETER LOWEGARD, and GRANT BRADLEY, individually and on behalf of all others similarly situated, Plaintiffs, v. VOLKSWAGEN GROUP OF AMERICA, INC., a New Jersey corporation, d/b/a AUDI OF AMERICA, INC., Defendant.	Case No.: 1:21-cv-10546-NLH-EAP DECLARATION OF MARCIA A. UHRIG REGARDING NOTICE ADMINISTRATION

I, **Marcia A. Uhrig**, declare and state as follows:

1. I am a Vice President of JND Legal Administration (JND"). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto. JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience in all aspects of legal administration and has administered settlements in hundreds of cases.

2. This Declaration describes the implementation of the Notice Plan.[1] JND is serving as the Settlement Claim Administrator in the above-captioned litigation (the "Action"), pursuant to the Court's Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") dated October 19, 2023.

CAFA NOTICE

3. On October 20, 2023, JND mailed notice of the *Jeni Rieger et al., v. Volkswagen Group of America, Inc.* Settlement to the United States Attorney General and to the appropriate State officials pursuant to the Class Action Fairness Act of 2005.

SETTLEMENT CLASS MEMBER DATA

4. Defendants provided JND with data that identified 205,152 unique Class Vehicle VINs. Using the Class Vehicle VIN data, JND staff worked with a third-party data aggregation service to acquire contact information for current and former owners and lessees of the Settlement Class Vehicles based on vehicle registration information from the state Departments of Motor Vehicles ("DMVs") for all fifty states and U.S. Territories.

5. JND combined, analyzed, de-duplicated and standardized the data that it received from the Defendants and the DMVs to provide individual notice to virtually all Settlement Class Members. Through this process, JND identified 533,690 potential Settlement Class Members (including 120 Settlement Class Members who are current or former owners or lessees of 10 or more Settlement Class Vehicles).

6. JND promptly loaded the VINs and potential Settlement Class Member contact information into a case-specific database for the Settlement administration. A unique

[1] All capitalized terms not defined herein have the meanings given to them in the Class Settlement Agreement.

identification number was assigned to each Settlement Class Member record to identify them throughout the administration process.

7. JND performed address research using the United States Postal Service ("USPS") National Change of Address ("NCOA")[2] database to obtain the most current mailing address information for potential Settlement Class Members.

DIRECT MAIL NOTICE

8. On January 29, 2024, JND mailed the Court-approved Class Notice and Claim Form ("Notice") to 533,570 Settlement Class Members. JND customized each Claim Form to include the potential Settlement Class Member's name, address, and VIN. The Notice provided the URL of the Settlement Website and encouraged the potential Settlement Class Member to submit their Settlement Claim and to visit the Settlement website for more information.

9. For 120 potential Settlement Class Member who had 10 or more VINs associated with their name and address, JND sent the Notice and a cover letter advising them of the specific VINs associated with their name and address.

10. As of the date of this Declaration, JND has received 54,131 Notices returned as undeliverable. Of the 54,131 undeliverable Notices, 4,746 Notices were re-mailed to forwarding addresses provided by USPS, and 29,757 Notices were re-mailed to updated addresses obtained through advanced address research.

SETTLEMENT WEBSITE

11. On January 29, 2024, JND established a dedicated settlement website (www.PistonSettlement.com). The website hosts copies of important case documents, including

[2] The NCOA database is the official USPS technology product that makes changes of address information available to mailers to help reduce undeliverable mail pieces.

the Class Settlement Agreement, Preliminary Approval Order, along with Claim Form, Form Declarations, and Class Notice. The website also provides answers to frequently asked questions, key dates and deadlines, and contact information for the Settlement Claim Administrator.

12. As of the date of this Declaration, the website has tracked 15,923 unique users with 39,420 page views. JND will continue to maintain the Settlement Website throughout the administration process.

TOLL-FREE TELEPHONE NUMBER

13. On January 26, 2024, JND established a case-specific, dedicated toll-free telephone number (1-877-231-0648) for Settlement Class Members to obtain more information about the Settlement.

14. As of the date of this Declaration, the toll-free number has received 4,279 calls.

CLAIM FOR REIMBURSEMENT

15. The Notice informed Settlement Class Members that anyone who wanted to participate in the Settlement must mail a completed and signed Claim Form, postmarked on or before April 15, 2024.

16. As of the date of this Declaration, JND has received 2,495 Claim Forms.

REQUESTS FOR EXCLUSION

17. The Notice informed Settlement Class Members that anyone who wanted to be excluded from the Settlement could do so by submitting a written request for exclusion ("opt-out") to the Settlement Claim Administrator, postmarked on or before February 28, 2024.

18. As of the date of this Declaration, JND has received 32 exclusion requests. JND has not conducted a review of the purported exclusions to determine if they comply with all

requirements for a valid exclusion detailed in the Preliminary Approval Order. Attached as Exhibit A is a list of all individuals that submitted purported exclusion requests to JND.

OBJECTIONS

19. The Notice informed Settlement Class Members that anyone who wanted to object to the Settlement could do so by submitting a written objection to the Court, postmarked or filed on or before February 28, 2024.

20. JND has not been sent any objections to the settlement, and has not reviewed the purported objections that have been filed with the Court.

I declare under penalty of perjury pursuant to the laws of the United States of America that the forgoing is true and correct.

Executed on March 19, 2024 at Seattle, Washington.

MARCIA A. UHRIG

EXHIBIT A

JND LEGAL ADMINISTRATION

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY
JENI RIEGER, et al. v. VOLKSWAGEN GROUP OF AMERICA, INC., et al.
Case No. 1:21-CV-10546-NHL-EAP

JND ID	NAME	LAST 4 OF VIN	POSTMARK DATE
DG7QAZ8VTJ	PEGGY ANTICH	0937	2/2/2024
DFUR6TNJ9B	TERRENCE M. BRENNAN	7051	2/5/2024
DGXNJLFYMR	DORLEEN HORN	6169	2/5/2024
DYVHU78WCQ	EDGAR CARLOS GARCIA MATHEUS	2529	2/5/2024
DGZRXLNV27	ANTOINETTE SHEA & JAMES SHEA	1073	2/6/2024
DCV27QENKM	CLAUD TOWNSLEY INC.	6911	2/8/2024
DXRFTLDZQV	DANIEL W. COOKE & LINDA K. COOKE	6937	2/8/2024
DCRATE6MZH	VANESSA GALLANT	3011	2/8/2024
DL5NRT8U9H	DEBORAH JOYCE TIBBETS	4847	2/9/2024
DH7KCXEPMZ	WAYNE FRANCIS ALBRECHT	1819	2/9/2024
D2W4QHJVFZ	COSTANTINE CAGLAGE	7011	2/12/2024
DLTW254UZ7	ANDRE CORDEIRO MUNHOZ SOARES	7438	2/13/2024
DR6F7V3Y9U	MONICA GIBBHALL RISNER	0566	2/15/2024
DGRPXTSEDL	PAMELA A. LEBOWITZ	4790	2/15/2024
DJZBNVLMPG	LISA KEELEY	6895	2/15/2024
D3ME79KU6B	MIYUKI DALY	2067	2/16/2024
DU2JVMNFEB	DENNIS WILLIAM STACY & JUDY ANNETTE STACY	0225	2/21/2024
DYW9FTLUE4	KATHLEEN MULKERN	6371	2/21/2024
DJZCFDPBVA	CLIFF SHUM	9953	2/21/2024
DQLDTF6M7R	PAULINE KONTOMANOLIS	0583	2/23/2024
DZP58UAM64	CHARLES FREDERICK BARTLETT	5147	2/23/2024
DSR5FBW67Y	MARY JREIDINI & RAMZI JREIDINI	4602	2/24/2024
DMBQSW35HN	JOHN ROBERT SHERRY	1758	2/26/2024
DGUNHF86VQ	JIALUE LI	4661	2/26/2024
DJT7GDL94N	MARY RIEKE	0860	2/27/2024
DR6L3AK7QP	DAVID HANSON	8074	2/28/2024
DEUCJFD2SN	SCOTT J. BEST	2142	2/28/2024
DSXYEB2CMF	LAUREN BULLIS	8445	2/28/2024
D36VL92XHU	ROMEO PASCASIO GUTIERREZ	0661	2/28/2024
DXH5D8LZTB	TAYLOR IVEY	4053	2/28/2024
D9GS7XH83F	THOMAS B. MITCHELL	5794	2/28/2024
DHQJE-C3Z9D	RICHARD PAUL DOMINICK	1345	3/1/2024