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23 **UNITED STATES DISTRICT COURT**
24 **CENTRAL DISTRICT OF CALIFORNIA**
25 **SOUTHERN DIVISION**

26 In re: Shimano Crankset Litigation

27 Case No.: 8:23-cv-02038-JVS(JDEx)

28 **MEMORANDUM IN SUPPORT OF**
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND
DIRECTION OF NOTICE UNDER
FED. R. CIV. P. 23(e)

Date: July 28, 2025
Time: 1:30 pm
Courtroom: 10C
Judge: Hon. James V. Selna

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1 **I. INTRODUCTION**

2 Plaintiffs respectfully seek preliminary approval of a class action settlement
3 reached after extensive negotiations and the hard-fought efforts of the parties in this
4 consolidated action.¹ The Settlement resolves claims arising from the nationwide,
5 voluntary recall of approximately 680,000 Shimano Hollowtech II cranksets due to
6 reports of bonding separation and breakage. After more than a year of hard-fought
7 litigation, discovery, and arm’s-length negotiations, including a full-day mediation
8 before the Hon. Judge Margaret Morrow (Ret.), the parties reached a settlement that
9 delivers substantial and concrete relief for the Settlement Class.

10 Among other benefits, the Settlement: (1) requires Shimano to overhaul its
11 voluntary-recall inspection process; (2) mandates enhanced training and equipment
12 for retailers administering the recall; (3) guarantees a free replacement crankset for
13 any recalled unit showing signs of bonding separation or delamination during the
14 recall inspection process, with professional installation by a retailer; (4) ensures
15 reimbursement for documented out-of-pocket costs for Class Members who
16 replaced out-of-warranty Defective Cranksets that separated, delaminated, or
17 showed signs of doing so before Shimano announced the voluntary recall; and (5)
18 extends Shimano’s Express Warranty by two years from the date of preliminary
19 approval for coverage of bonding separation and delamination.

20 As set forth below, the proposed Settlement is the product of serious,
21 informed, and non-collusive negotiations. The Settlement satisfies the standards of
22 fairness, reasonableness, and adequacy under Rule 23(e), as well as the
23 requirements under Rule 23(a) and (b), and merits preliminary approval and prompt
24 notice to the Settlement Class.

25
26 _____
27 ¹ The proposed Settlement Agreement (the “Settlement”) is Exhibit A to the
28 Declaration of Roland Tellis, Stephen Larson, and Jason Lichtman in Support of
Unopposed Motion for Preliminary Approval of Class Action Settlement and
Direction of Notice under Fed. R. Civ. P. 23(e) [hereinafter Joint Decl.].
Capitalized terms not defined herein are defined as in the Settlement.

1 **II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY**

2 On September 21, 2023, Shimano North America Bicycle Inc. announced a
3 voluntary recall of its Hollowtech II cranksets manufactured before July 2019. ECF
4 No. 123 ¶ 36. The recall, issued in collaboration with the U.S. Consumer Product
5 Safety Commission (“CPSC”), followed reports of bonding separation and
6 breakage.²

7 On October 3, 2023, four plaintiffs filed a class action in this Court against
8 Shimano and several bicycle manufacturers concerning the Defective Cranksets.
9 *See Erazo, et. al., v. Shimano, et. al.*, No. 8:23-cv-01866 (C.D. Cal. Oct. 3, 2023).
10 A second, similar class action followed on October 31, 2023. ECF No. 1. The Court
11 consolidated the actions on December 12, 2023. ECF No. 23.

12 On January 8, 2024, Plaintiffs filed a Corrected Consolidated Class Action
13 Complaint asserting 31 claims against Shimano, Specialized, Trek, and Giant
14 (together, “Defendants”). *See* ECF No. 32. Plaintiffs alleged fraudulent
15 misrepresentation, unjust enrichment, and various state claims on behalf of a
16 nationwide class, along with state statutory and common law claims on behalf of
17 California, Florida, Illinois, and New York subclasses. *See id.* ¶¶ 154 *et seq.*

18 Defendants moved to dismiss on February 7, 2024. *See* ECF No. 56. On
19 April 12, 2024, the Court granted the motion in part, with leave to amend. *See* ECF
20 No. 78. Plaintiffs filed their First Amended Consolidated Class Action Complaint
21 on May 3, 2024. *See* ECF No. 83. Defendants again moved to dismiss, and the
22 Court again granted the motion with leave to amend. *See* ECF Nos. 87, 97.

23 Following the Court’s detailed rulings, the parties agreed to stay the case and
24 pursue private mediation. *See* ECF No. 99. On September 18, 2024, the parties
25 participated in a full-day mediation before the Hon. Judge Margaret Morrow (Ret.).
26 *See* ECF No. 100. Although the session was productive, it did not result in a
27

28 ² *See* <https://www.cpsc.gov/Recalls/2023/Shimano-Recalls-Cranksets-for-Bicycles-Due-to-Crash-Hazard> (last visited on June 10, 2025).

1 settlement. *Id.*

2 Over the months that followed, the parties continued to negotiate, including
3 with Judge Morrow’s assistance. Plaintiffs also retained an engineering expert to
4 analyze confirmatory discovery produced by Defendants. These efforts culminated
5 in a resolution that addresses Plaintiffs’ and the Settlement Class’s concerns. *See*
6 ECF Nos. 102, 104, 106. The parties finalized the Settlement Agreement on March
7 31, 2025. *See* ECF No. 113. The Settlement Agreement is attached as Exhibit A to
8 the accompanying Joint Declaration of counsel and summarized below.

9 As required by the Settlement, Shimano submitted a Proposed Enhanced
10 Manual to CPSC for approval. *See* § 10.1.³ The CPSC approved the manual on May
11 12, 2025 Plaintiffs subsequently filed their Second Amended Complaint on May
12 30, 2025. ECF No. 123.

13 **III. THE SETTLEMENT TERMS AND RELIEF PROVIDED TO THE**
14 **PROPOSED SETTLEMENT CLASS**

15 The Settlement requires Shimano to significantly enhance its administration
16 of the recall of the Designated Cranksets. Under the Settlement, Shimano will
17 provide Recall Retailers with magnifying devices equipped with enhanced lighting
18 for use during inspections. Recall Retailers will also receive the Approved
19 Enhanced Manual, which was developed over several months in consultation with
20 an expert who reviewed Defendants’ documents and analyzed the root causes of
21 bonding separation and breakage.⁴ § 4.1.1-4.1.2; *see also* ECF No. 104. Shimano
22 must also make available a Retail Assistance Agent to support Recall Retailers with
23 questions about how to conduct Inspections. § 4.1.3.

24 To ensure compliance, the Settlement requires Shimano to notify every
25 Recall Retailer of the enhanced inspection procedures and to affirm that each

26 _____

27 ³ All references to “§ []” are to the Settlement. All referenced exhibits are attached
to the accompanying Joint Declaration.

28 ⁴ Pursuant to the Settlement, “Recall Retailer” means a retailer in the United States
that is authorized by Shimano to conduct Inspections. § 2.27.

1 retailer: (1) has reviewed and understands the training materials; (2) will use the
2 magnifying device provided during all inspections; and (3) will contact the Retail
3 Assistance Agent with any questions regarding inspection protocols. § 4.1.4.

4 In addition, Shimano will extend its Express Warranty’s coverage of bonding
5 separation and delamination by two years from the date of Preliminary Approval,
6 providing additional protection for consumers who own Defective Cranksets. § 4.2.
7 These provisions supplement Shimano’s recall procedures, which specify that if a
8 Designed Crankset shows signs of bonding separation or delamination during the
9 inspection, Shimano will provide a free replacement crankset, which will be
10 professionally installed by a Recall Retailer at no cost to the consumer.⁵

11 Finally, the Settlement provides reimbursement for Settlement Class
12 Members who previously replaced a Designated Crankset that separated,
13 delaminated, or showed signs of doing so. Defendants will reimburse documented,
14 reasonable out-of-pocket costs associated with those replacements. § 4.3.

15 **IV. LEGAL STANDARD FOR PRELIMINARY SETTLEMENT**
16 **APPROVAL UNDER RULE 23**

17 Federal Rule of Civil Procedure 23(e) sets forth a three-step process for a
18 district court’s review and approval of class action settlements. First, at the
19 preliminary approval stage, the Court must determine whether it will likely: (i)
20 approve the proposed settlement as fair, reasonable, and adequate, after considering
21 the factors outlined in Rule 23(e)(2), and (ii) certify the settlement class after the
22 final approval hearing. *See* Fed. R. Civ. P. 23(e)(1)(B); *see also* 2018 adv. comm.
23 notes to Rule 23.

24 If the Court answers both questions in the affirmative, it proceeds to the
25 second step: directing notice to the proposed settlement class. *See* Fed. R. Civ. P.
26 23(c)(2)(B); Fed. R. Civ. P. 23(e)(1), (5). The final step occurs after the fairness
27

28 ⁵ <https://www.cpsc.gov/Recalls/2023/Shimano-Recalls-Cranksets-for-Bicycles-Due-to-Crash-Hazard>

1 hearing, when the court determines whether to grant final approval and certify the
2 settlement class. Fed. R. Civ. P. 23(e)(2).

3 Courts in this Circuit strongly favor settlement, particularly in complex class
4 action cases. *See In re ZF-TRW Airbag Control Units Prods. Liab. Litig.*, No. 2:19-
5 ml-02905, 2023 WL 6194109, at *13 (C.D. Cal. July 31, 2023) (“*In re ZF-TRW I*”)
6 (citation omitted); *see also In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539,
7 556 (9th Cir. 2019) (articulating “extremely limited review of a district court’s
8 approval of a class settlement.”).

9 The court’s role is to ensure the settlement “is not the product of fraud or
10 overreaching by, or collusion between, the negotiating parties, and that the
11 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”
12 *Fed. Ins. Co. v. Caldera Med., Inc.*, No. 2:15-cv-00393, 2017 WL 11037391, at *3
13 (C.D. Cal. Jan. 31, 2017). Where a settlement occurs before class certification, the
14 Court applies a more “probing inquiry” to assess fairness. *Roes, I-2 v. SFBSC*
15 *Mgmt., LLC*, 944 F.3d 1035, 1048 (9th Cir. 2019) (cleaned up).

16 **V. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

17 The Court must determine whether the Settlement is fair, reasonable, and
18 adequate. Fed. R. Civ. P. 23(e)(2). “Preliminary approval is appropriate if the
19 proposed settlement appears to be the product of serious, informed, noncollusive
20 negotiations, has no obvious deficiencies, does not improperly grant preferential
21 treatment to class representatives or segments of the class, and falls within the
22 range of possible approval.” *Markson v. CRST International, Inc.*, No. 5:17-CV-
23 01261-SB-SP, 2022 WL 1585745, at *2 (C.D. Cal. Apr. 1, 2022).

24 In making this assessment, courts consider the Rule 23(e)(2) requirements,
25 including whether: “(A) the class representatives and class counsel have adequately
26 represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief
27 provided for the class is adequate..., and (D) the proposal treats class members
28

1 equitably relative to each other.”⁶

2 As shown below, the Settlement is an outstanding result for the Settlement
3 Class and easily satisfies each of these requirements.

4 **A. Fed. R. Civ. P. 23(e)(2)(A): Class Representatives and Interim**
5 **Class Counsel Have Adequately Represented the Class**

6 Rule 23(e)(2)(A) directs the Court to consider whether “the class
7 representatives and class counsel have adequately represented the class.”

8 “Resolution of two questions determines legal adequacy: (1) do the named plaintiffs
9 and their counsel have any conflicts of interest with other class members, and (2)
10 will the named plaintiffs and their counsel prosecute the action vigorously on behalf
11 of the class?” *In re Stable Rd. Acquisition Corp.*, No. 2:21-CV-5744-JFW(SHKX),
12 2024 WL 3643393, at *5 (C.D. Cal. Apr. 23, 2024).

13 Here, Plaintiffs meet this standard. Their interests are fully aligned with the
14 proposed Settlement Class—they all seek the best possible result from this
15 litigation and there is no evidence of conflict or antagonism. *See Mild v. PPG*
16 *Indus., Inc.*, No. 2:18-cv-04231, 2019 WL 3345714, at *3 (C.D. Cal. July 25, 2019)
17 (“Because Plaintiff’s claims are typical of and coextensive with the claims of the
18 Settlement Class, his interest in obtaining the largest possible recovery is aligned
19 with the interests of the rest of the Settlement Class members.”); *see also* § VI,
20 *infra*.

21 Further, Interim Class Counsel zealously prosecuted this case. Counsel
22 conducted an extensive investigation of the Designated Cranksets, identifying
23 thousands of customer complaints and warranty claims dating back to 2012. *See*
24 ECF No. 123 ¶¶ 1-6, 13-100. Using blog posts, media reports, and client
25 documents, Counsel developed a detailed timeline showing that Defendants

26 ⁶ The amended Rule 23(e)(2) “overlap[s]” with and “substantively track[s]” the
27 Ninth Circuit’s factors for evaluating a settlement’s fairness. *Loomis v. Slendertone*
28 *Distrib., Inc.*, No. 19-cv-854, 2021 WL 873340, at *4 n.4 (S.D. Cal. Mar. 9, 2021).
As such, Plaintiffs’ analysis of Rule 23(e)(2) accounts for the Ninth Circuit’s
factors. *See Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020)
(summarizing factors).

1 continued to sell the Designated Cranksets and Class Bicycles despite mounting
2 evidence of crankset failures. *Id.* Counsel’s investigation culminated in the filing of
3 this action, asserting several state and common law claims on behalf of a
4 nationwide class and multiple state subclasses against Defendants. *See id.*

5 Following consolidation, the Court appointed Roland Tellis, Stephen Larson,
6 and Jason Lichtman as Interim Class Counsel. *See* ECF No. 46. Since then, Interim
7 Class Counsel litigated the case efficiently and aggressively. They opposed
8 Defendants’ first motion to dismiss. After the Court’s ruling, they amended the
9 complaint by incorporating expert analysis from Plaintiffs’ engineering expert and
10 an affidavit from a bicycle store owner. *See* ECF Nos. 78, 83. After briefing and
11 opposing a second motion to dismiss, which the Court again granted with leave to
12 amend, the parties began discovery, serving initial disclosures, as well as document
13 requests and interrogatories. ECF Nos. 95, 97.

14 Against this backdrop, the parties agreed to mediate. Over the next six
15 months, they engaged in arm’s-length negotiations facilitated by Judge Morrow.
16 Joint Decl. ¶ 8. During these negotiations, Interim Class Counsel pushed Shimano
17 to produce confirmatory discovery regarding the nature and scope of the alleged
18 defect and then worked closely with their expert to review and analyze the
19 discovery. *Id.* ¶ 9; *see* ECF Nos. 104, 110.

20 Plaintiffs’ strong alignment with the Class, and Interim Class Counsel’s
21 tenacious representation throughout the litigation and settlement negotiations,
22 support a finding of adequacy and weigh heavily in favor of preliminary approval.
23 *See Peterson v. Vivendi Ticketing US LLC*, No. CV 23-7498, 2024 WL 3915154, at
24 *4 (C.D. Cal. June 20, 2024) (“Formal discovery is not necessary where the parties
25 have ‘sufficient information to make an informed decision about the settlement.’”) (quoting
26 *Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1239 (9th Cir. 1998)); *see also In re Kia Hyundai Vehicle Theft Litig.*, No. 8:22-ML-03052, 2023
27 WL 8126851, at *13 (C.D. Cal. Aug. 16, 2023) (preliminarily approving settlement
28

1 where no meaningful formal discovery had taken place, but confirmatory discovery
2 was exchanged during settlement negotiations).

3 **B. Fed. R. Civ. P. 23(e)(2)(B): The Settlement Is the Result of Arm’s**
4 **Length Negotiations**

5 When evaluating a motion for preliminary approval, courts also consider
6 whether the proposed settlement is the result of arm’s length negotiations. *See* Fed.
7 R. Civ. P. 23(e)(2)(B). “The involvement of a neutral or court-affiliated mediator or
8 facilitator in [settlement] negotiations may bear on whether they were conducted in
9 a manner that would protect and further the class interests.” Fed. R. Civ. P. 23,
10 2018 adv. comm. notes.

11 Here, the Settlement is the product of months of hard-fought, arm’s length
12 negotiations. The parties mediated before Judge Morrow on September 18, 2024,
13 and continued negotiating through early 2025. *See* ECF Nos. 102, 104, 106. By
14 January 2025, they had agreed to a term sheet that required Shimano to produce
15 confirmatory discovery before executing the Settlement Agreement. This ensured
16 that the Settlement’s terms would provide effective, meaningful relief to the
17 Settlement Class. Shimano began producing that discovery later that month. ECF
18 No. 110. The parties finalized the Settlement by March 31, 2025.

19 The involvement of an experienced neutral, the production of confirmatory
20 discovery, and the extended nature of the negotiations all support a finding that the
21 negotiations were conducted at arm’s length. *See In re Kia*, 2023 WL 8126851, at
22 *13; *Lalli v. First Team Real Est.-Orange Cnty.*, No. 8:20-CV-00027-JWH-ADSX,
23 2021 WL 12331537, at *4 (C.D. Cal. July 7, 2021).

24 In addition, there is no agreement on attorneys’ fees in the Settlement at all;
25 Defendants remain free to challenge any forthcoming request from Class Counsel.
26 This is further evidence of the arm’s-length nature of the parties’ negotiations. *See*
27 *Attorney Fee Awards*, Ann. Manual Complex Lit. § 21.7 (4th ed.) (“...the
28 simultaneous negotiation of class relief and attorney fees creates a potential

1 conflict.”).

2 **C. Fed. R. Civ. P. 23(e)(2)(C): The Relief for the Class Is Substantial**

3 The third factor courts consider when deciding a motion for preliminary
4 approval is whether the relief provided to the class is adequate. Fed. R. Civ. P.
5 23(e)(2)(C). In making this determination, courts consider: “(i) the costs, risks, and
6 delay of trial and appeal; (ii) the effectiveness of any proposed method of
7 distributing relief to the class, including the method of processing class-member
8 claims; (iii) the terms of any proposed award of attorney’s fees, including timing of
9 payment; and (iv) any agreement required to be identified under Rule 23(e).” *Id.*

10 **1. The Settlement’s Benefits Outweigh the Costs, Risks, and**
11 **Delay of Further Litigation and Trial**

12 The Settlement provides meaningful relief for the Settlement Class in the
13 face of real litigation risk. After the Court dismissed most of Plaintiffs’ claims in
14 the First Amended Complaint, only certain express and implied warranty claims
15 remained.⁷ *See* ECF No. 97. While Plaintiffs believe those claims are meritorious,
16 they recognize the risk of continued litigation. *See Cottle v. Plaid Inc.*, 340 F.R.D.
17 356, 373 (N.D. Cal. 2021) (noting that settlement is favorable when defendants
18 have “plausible defenses that could have ultimately left class members with a
19 reduced or non-existent recovery.”).

20 Rather than face the uncertainty of continued litigation and a potential
21 appeal, the Settlement provides substantial relief to the Settlement Class, including:
22 (1) an enhanced inspection process and retailer training, including manuals,
23 equipment, and access to a Retail Assistance Agent; (2) reimbursement for
24 documented out-of-pocket costs for Class Members who replaced out-of-warranty
25 Defective Cranksets that separated, delaminated, or showed signs of doing so
26 before Shimano announced the recall; and (3) an extended warranty. *See* § 4.1-4.3.

27 _____
28 ⁷ The remaining claims were for breach of express warranty (brought by Plaintiffs
Hawkins, Kouyate, and Sielski) and implied warranty (brought by Plaintiffs
Hawkins and Kouyate).

1 These provisions buttress and improve Shimano’s recall, which provides for a free
2 replacement crankset with professional installation for any recalled unit showing
3 signs of bonding separation, or delamination during a recall inspection.⁸ These
4 benefits directly address the alleged defect and were secured despite the risk of non-
5 recovery and without the delay and cost of further litigation.

6 **2. The Settlement Provides for a Straightforward Claims**
7 **Process**

8 Rule 23(e)(2)(C)(ii) also requires courts to consider “the effectiveness of any
9 proposed method of distributing relief to the class,” including claims processing.
10 “A claims processing method should deter or defeat unjustified claims, but the court
11 should be alert to whether the claims process is unduly demanding.” Fed. R. Civ. P.
12 23, 2018 adv. comm. note.

13 The Settlement establishes a simple claims process. Settlement Class
14 Members who replaced out-of-warranty Defective Cranksets that separated,
15 delaminated, or showed signs of doing so before Shimano announced the recall may
16 submit proof of out-of-pocket costs for reimbursement of the crankset and its
17 installation. § 4.3; *see also* Exhibit E to Joint Decl..

18 Requiring proof of out-of-pocket expenses “is a proper and effective method
19 for processing class member claims and ‘ensure[s] that it facilitates filing legitimate
20 claims.” *Martinelli v. Johnson & Johnson*, No. 2:15-cv-01733-MCE-DB, 2022 WL
21 4123874, at *6 (E.D. Cal. Sept. 9, 2022) (citing *Alvarez v. Sirius XM Radio Inc.*,
22 No. CV 18-8605 JVS (SSx), 2020 WL 7314793, at *6 (C.D. Cal. July 15, 2020)).
23 This process is particularly appropriate for a tangible, higher-cost product like a
24 crankset, where proof of replacement is typically straightforward. *See In re*
25 *Volkswagen “Clean Diesel” Marketing*, No. 15-md-02672, 2022 WL 17730381, at
26 *6 (finding settlement “straightforward, fair, and reasonable” where class members
27 received settlement benefit by showing proof of purchase or current registration, or

28 ⁸ <https://www.cpsc.gov/Recalls/2023/Shimano-Recalls-Cranksets-for-Bicycles-Due-to-Crash-Hazard>

1 by taking vehicle to dealership for software update). This factor therefore weighs in
2 favor of preliminary approval.

3 **3. The Terms of Any Proposed Award of Attorneys’ Fees,**
4 **Including Timing of Payment, Will Be Reasonable**

5 Rule 23(e)(2)(C)(iii) requires the Court to evaluate any proposed award of
6 attorneys’ fees, including the timing of payment. Interim Class Counsel will move
7 separately for an award of reasonable attorneys’ fees and expenses. That motion
8 will be filed before the exclusion and objection deadline and will be posted on the
9 Settlement Website once filed. Settlement Class Members will have the opportunity
10 to review, and if they choose, submit objections under Rule 23(h) prior to the Final
11 Approval Hearing.

12 **4. No Other Agreements Exist**

13 Finally, Rule 23(e)(2)(C)(iv) and Rule 23(e)(3) require disclosure of any
14 agreements made in connection with the Settlement. This provision is aimed at
15 “related undertakings that, although seemingly separate, may have influenced the
16 terms of the settlement by trading away possible advantages for the class in return
17 for advantages for others.” Fed. R. Civ. P. 23, 2018 adv. comm. note. There are no
18 such agreements. Joint Decl. ¶ 9.

19 **D. Fed. R. Civ. P. 23(e)(2)(D): The Settlement Treats Class Members**
20 **Equitably**

21 The final Rule 23(e)(2) factor asks whether “the proposal treats class
22 members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). Courts may
23 consider “whether the apportionment of relief among class members takes
24 appropriate account of differences among their claims, and whether the scope of the
25 release may affect class members in different ways that bear on the apportionment
26 of relief.” Fed. R. Civ. P. 23, 2018 adv. comm. note.

27 Here, Shimano’s recall enhancements apply uniformly across the Settlement
28 Class, ensuring that all Settlement Class Member have the same opportunity for
inspection and remediation. *See supra* § III; *see Hanlon v. Chrysler Corp.*, 150 F.3d

1 1011, 1027 (9th Cir. 1998) (“There was no disparate treatment between class
2 members; all stood to benefit equally, a fact which lessens the likelihood that the
3 named plaintiffs and their attorneys colluded with Chrysler”).

4 The Settlement also provides all Settlement Class Members with an
5 additional two years of warranty coverage for bonding separation and delamination
6 on Designated Cranksets that are covered by Shimano’s Express Warranty. § 4.2.
7 This is further evidence of the Settlement’s equitable treatment across the
8 Settlement Class.

9 Finally, the Settlement contemplates modest Service Awards of up to \$500
10 for each Class Representative. Such awards are discretionary “and are intended to
11 compensate class representatives for work done on behalf of the class, to make up
12 for financial or reputational risk undertaken in bringing the action, and, sometimes,
13 to recognize their willingness to act as a private attorney general.” *Rodriguez v. W.*
14 *Pub. Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). While courts in this Circuit
15 generally approve service awards, “concerns over potential conflicts may be
16 especially pressing where . . . the proposed service fees greatly exceed the
17 payments to absent class members.” *See Radcliffe v. Experian Info. Solutions Inc.*,
18 715 F.3d 1157, 1165 (9th Cir. 2013) (citation omitted).

19 Here, the proposed Service Awards are modest in relation to the overall
20 recovery and well within the range courts typically approve. *See In re Kia*, 2023
21 WL 8126851, at *18 (approving \$1,000 service awards); *In re: ZF-TRW Airbag*
22 *Control Units Prods. Liab. Litig.*, No. 19-2905, 2023 WL 9227002, at *5 (C.D. Cal.
23 Nov. 28, 2023) (approving \$2,500 service awards); *Hashem v. NMC Health PLC*,
24 No. 2:20-cv-02303, 2022 WL 3573145, at *4 (C.D. Cal. Apr. 8, 2022) (approving
25 \$3,000 service award to each of three named Plaintiffs). The Service Awards here
26 are appropriate given the Class Representatives’ active participation over the course
27 of more than a year of litigation and settlement negotiations.
28

1 **VI. THE COURT WILL BE LIKELY TO CERTIFY THE CLASS AT**
2 **FINAL APPROVAL**

3 At the preliminary approval stage, courts must determine whether they “will
4 likely be able to...certify the class for a judgment on the settlement.” *Grady v.*
5 *RCM Techs., Inc.*, 671 F. Supp. 3d 1065, 1072 (C.D. Cal. 2023). Before certifying a
6 class, courts must conduct a “rigorous analysis” to determine whether the Rule 23
7 requirements are met. *Orozco v. Ardent Companies, Inc.*, Civ. No. 18-2763, 2019
8 WL 13023812, at *3 (C.D. Cal. Sept. 12, 2019) (quoting *Valentino v. Carter-*
9 *Wallace, Inc.*, 97 F.3d 1227, 1233 (9th Cir. 1996)).

10 To do so, courts first consider whether the prerequisites of Rule 23(a) are
11 satisfied: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy. Fed. R.
12 Civ. P. 23(a). The party seeking certification must also satisfy one or more
13 subsections of Rule 23(b). Here, Plaintiffs seek certification under both Rule
14 23(b)(2) and (b)(3). As set forth below, the Settlement Class satisfies all Rule 23
15 requirements, and certification is likely to be granted at final approval.

16 **A. The Settlement Class Satisfies Rule 23(a)**

17 **1. Rule 23(a)(1): Numerosity Is Satisfied**

18 Rule 23(a)(1) requires that “the class is so numerous that joinder of all
19 members is impracticable.” While “there is no specific numeric requirement, courts
20 generally have found that a class of at least 40 members is sufficient.” *In re ZF-*
21 *TRW I*, 2023 WL 6194109, at *10 (citing *Rannis v. Recchia*, 380 F. App’x 646, 651
22 (9th Cir. 2010)).

23 Here, the Settlement Class includes all Persons (except Excluded Persons)
24 who purchased or otherwise received or owned a Designated Crankset in the United
25 States, other than for resale. *See* § 3.1. Shimano estimates that approximately
26 680,000 Designated Cranksets were sold nationwide.⁹ With a class of this size, the

27 _____
28 ⁹ <https://www.cpsc.gov/Recalls/2023/Shimano-Recalls-Cranksets-for-Bicycles-Due-to-Crash-Hazard> (visited June 12, 2025).

1 numerosity requirement is easily satisfied. *In re Silver Wheaton Corp. Securities*
2 *Litigation*, No. 2-15-cv-05146, 2017 WL 2039171, *6 (C.D. Cal. 2017) (quoting
3 Newberg on Class Actions) (“Where ‘the exact size of the class is unknown, but
4 general knowledge and common sense indicate that it is large, the numerosity
5 requirement is satisfied.’”) (quoting *In re Abbott Laboratories Norvir Anti-Trust*
6 *Litigation*, Nos. C 04-1511, 2007 WL 1689899, *6 (N.D. Cal. 2007)).

7 **2. Rule 23(a)(2): Commonality Is Satisfied**

8 Rule 23(a)(2) requires that class members “share common ‘questions of law
9 or fact.’” *Stockwell v. City & County of San Francisco*, 749 F.3d 1107, 1111 (9th
10 Cir. 2014) (citation omitted). A single question of law or fact common to class
11 members is sufficient. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011). A
12 common question will, in turn, generate common answers apt to drive the
13 resolution of the litigation for the entire Settlement Class. *See id.* at 350. This is not
14 a demanding standard. *Wolin v. Jaguar Land Rover N.A., LLC*, 617 F.3d 1168,
15 1172 (9th Cir. 2010).

16 This case presents several common questions, including whether the
17 Designated Cranksets suffer from a material defect; whether Defendants knew of
18 the defect and failed to disclose it; and whether this conduct violated state consumer
19 protection and warranty laws. These questions turn on uniform conduct by
20 Defendants and can be answered on a classwide basis. *See In re ZF-TRW I*, 2023
21 WL 6194109, at *11 (“In cases where fraud claims arise out of a uniform course of
22 conduct, commonality is commonly found.”) (citations and quotations omitted); *see*
23 *also In re Volkswagen “Clean Diesel” Mktg.*, No. 15-MD-02672-CRB, 2022 WL
24 17730381, at *3 (N.D. Cal. Nov. 9, 2022) (“While the injuries to each class
25 member may not be precisely the same, because they are rooted in common
26 questions of fact and law regarding emissions and fuel economy test results and
27 how the realities differed from Porsche’s representations, commonality is found
28 here.”).

1 with Interim Class Counsel throughout the litigation and settlement negotiations,
2 responded to discovery, and approved the proposed Settlement. Joint Decl. ¶ 15;
3 *see Trosper v. Styker Corp.*, No. 13-CV-0607-LHK, 2014 WL 4145448, at *12
4 (N.D. Cal. Aug. 21, 2014) (“All that is necessary is a ‘rudimentary understanding of
5 the present action and...a demonstrated willingness to assist counsel in the
6 prosecution of the litigation.”).

7 Interim Class Counsel likewise committed substantial time and resources to
8 prosecuting the case, navigating two rounds of motion practice, and negotiating a
9 meaningful resolution. As such, both Plaintiffs and Interim Class Counsel satisfy
10 Rule 23(a)(4).

11 **B. The Settlement Satisfies the Requirements of a Rule 23(b)(2)**
12 **Class.**

13 Certification under Rule 23(b)(2) is appropriate when the defendant has acted
14 on “grounds that apply generally to the class, so that final injunctive relief or
15 corresponding declaratory relief is appropriate respecting the class as a whole.”
16 Fed. R. Civ. P. 23(b)(2). “A class seeking monetary damages may be certified
17 pursuant to Rule 23(b)(2) where [monetary] relief is ‘merely incidental to [the]
18 primary claim for injunctive relief.’” *Zinser v. Accufix Research Inst.*, 253 F.3d
19 1180, 1195 (9th Cir. 2001) (citing *Probe v. State Teachers' Ret. Sys.*, 780 F.2d 776,
20 780 (9th Cir. 1986)).

21 Here, the Settlement primarily provides injunctive relief. Settlement Class
22 Members will benefit from the enhanced inspection process and retailer training
23 measures that Recall Retailers must implement. *See* § 4.1. Settlement Class
24 Members will also receive an extended warranty. *See* § 4.2. This relief is uniform
25 and indivisible, and therefore well-suited to Rule 23(b)(2) certification. *See Dukes*,
26 564 U.S. at 360 (“The key to the (b)(2) class is the indivisible nature of the
27 injunctive or declaratory remedy warranted—the notion that the conduct is such
28 that it can be enjoined or declared unlawful only as to all of the class members or as

1 to none of them.”).

2 **C. The Settlement Class Meets Rule 23(b)(3)’s Requirements.**

3 Certification under Rule 23(b)(3) is appropriate where: (1) “questions of law
4 or fact common to class members predominate over any questions affecting only
5 individual members”; and (2) a class action is “superior to other available methods
6 for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

7 **1. Predominance Is Satisfied.**

8 “The Rule 23(b)(3) predominance inquiry examines whether proposed
9 classes are sufficiently cohesive to warrant adjudication by representation.” *In re*
10 *ZF-TRW I*, 2023 WL 6194109, at *12 (quoting *Amchem Prods. Inc. v. Windsor*,
11 521 U.S. 591, 623 (1997)). It “focuses on whether the ‘common questions present a
12 significant aspect of the case and they can be resolved for all members of the class
13 in a single adjudication.’” *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 557
14 (citation omitted). As the Supreme Court has made clear, “[w]hen ‘one or more of
15 the central issues in the action are common to the class and can be said to
16 predominate, the action may be considered proper under Rule 23(b)(3) even though
17 other important matters will have to be tried separately.’” *Tyson Foods, Inc. v.*
18 *Bouaphakeo*, 577 U.S. 442, 453 (2016) (citation omitted); *see also In re Hyundai &*
19 *Kia Fuel Econ. Litig.*, 926 F.3d at 557-58 (“[E]ven if just one common question
20 predominates, ‘the action may be considered proper under Rule 23(b)(3) even
21 though other important matters will have to be tried separately.’”) (quoting *Tyson*
22 *Foods*, 577 U.S. at 453).

23 The Ninth Circuit has repeatedly found predominance in consumer fraud and
24 omission cases based on a uniform course of conduct. *See In re First Alliance*
25 *Mortg. Co.*, 471 F.3d 977, 990 (9th Cir. 2006); *Hanlon*, 150 F.3d at 1022-23 (9th
26 Cir. 1998); *Wolin*, 617 F.3d at 1173, 1176 (9th Cir. 2010).

27 Here, Plaintiffs allege that Defendants sold defective cranksets and bicycles
28 equipped with defective cranksets and failed to disclose the material facts about the

1 defective nature of the cranksets. These allegations raise common questions,
2 beginning with whether the cranksets were defective and what information was
3 disclosed to consumers. These questions do not require individualized
4 determinations.¹⁰ *See In re ZF-TRW I*, 2023 WL 6194109, at *12 (predominance
5 satisfied where “Plaintiffs’ claims arise from Defendants’ alleged course of conduct
6 of manufacturing and selling vehicles containing defective ACUs without
7 disclosing the alleged defect”). Accordingly, predominance is satisfied.

8 **2. Class treatment is superior to other available methods for**
9 **the resolution of this case.**

10 Certification under Rule 23(b)(3) is appropriate “whenever the actual
11 interests of the parties can be served best by settling their differences in a single
12 action.” *Hanlon*, 150 F.3d at 1022 (quoting 7A C.A. Wright, A.R. Miller, & M.
13 Kane, Federal Practice & Procedure § 1777 (2d ed. 1986)). Courts evaluate
14 superiority based four factors: “(A) the class members’ interests in individually
15 controlling the prosecution or defense of separate actions; (B) the extent and nature
16 of any litigation concerning the controversy already begun by or against class
17 members; (C) the desirability or undesirability of concentrating the litigation of the
18 claims in the particular forum; and (D) the likely difficulties in managing a class
19 action.” Fed. R. Civ. P. 23(b)(3).

20 All four factors support class certification here. *See Hanlon*, 150 F.3d at 1023
21 (“From either a judicial or litigant viewpoint, there is no advantage in individual
22 [Class] members controlling the prosecution of separate actions.”); *see also Wolin*,
23 617 F.3d at 1176 (“Forcing individual vehicle owners to litigate their cases . . . is an
24 inferior method of adjudication.”).

25 ¹⁰ The presence of state law claims applicable only to certain subclasses does not
26 negate predominance. “[T]he fundamental elements of fraud are substantially
27 similar from state to state” and “[v]irtually every state requires that there be a
28 misrepresentation made by the defendant, that the defendant had knowledge that it
was false, the defendant intended to induce the reliance of the plaintiff, the plaintiff
relied on the statement, and the plaintiff was injured as a result.” *Spencer v.*
Hartford Fin. Servs. Grp., Inc., 256 F.R.D. 284, 300-301 (D. Conn. 2009)
(collecting authority and comparing various state laws).

1 16. Epiq is a well-known firm that has successfully administrated numerous class
2 settlements and judgments. *Id.* Defendants will pay the costs of the Settlement
3 Administrator. § 6.3.

4 The Settlement provides for a multi-faceted notice plan. Notice will be
5 provided through a Settlement Website and Settlement Phone Line (created and
6 maintained by Epiq), wherein Settlement Class Members can be informed about the
7 Settlement and the relevant deadlines to opt out and object. § 7.1.1. The Settlement
8 Administrator will issue a press release to ensure widespread dissemination of the
9 Settlement. § 7.1.2. Shimano will display information about the Settlement on its
10 websites and make frequent posts about the Settlement on its social media
11 platforms. § 7.1.3-7.1.4. Finally, Shimano will directly inform Recall Retailers of
12 the Settlement. § 7.1.5. The contents of the Notices are included herein as Exhibits
13 C and D for the Court’s review and approval.¹¹

14 To effectuate the Notice Plan, Epiq has identified tools that, as explained by
15 Mr. Azari, are “designed to reach the greatest practicable number of Settlement
16 Class Members.” *See* Azari Decl. ¶ 18. Because Shimano lacks class-wide contact
17 information for Settlement Class Members, the notice plan will utilize digital
18 notice, using targeted digital advertising, including leading social media platforms,
19 publication notice in a publication intended for road cyclists and as required by the
20 California Legal Remedies Act, and sponsored search listings. *Id.* ¶¶ 24-35.

21 This proposed notice program provides a fair opportunity for Settlement
22 Class Members to obtain full disclosure of the conditions of the Settlement and to
23 make an informed decision regarding the Settlement. Thus, the notices and notice
24 plan satisfy the requirements of due process.

25
26
27
28 ¹¹ Deadlines and relevant dates will be added to the notices after the Court enters a schedule for
the remaining steps of the settlement approval process.

VIII. THE COURT SHOULD SCHEDULE A FAIRNESS HEARING AND RELATED DATES

As set forth in the [Proposed] Order, submitted with this motion, the parties respectfully propose the following schedule.

Date	Event <i>(Assumes issuance of Preliminary Approval Order on August 4, 2025)</i>
August 25, 2025	Settlement Class Notice Program begins
November 18, 2025	Motion for Final Approval and Award of Attorneys’ Fees, Expenses, and Service Awards
December 29, 2025	Objection/Exclusion Deadline
Within 5 days after the Objection/Exclusion Deadline	Settlement Administrator provides list of all persons who submitted valid Requests for Exclusion to Defense and Interim Class Counsel
January 19, 2026	Reply Memoranda in Support of Final Approval and Fee/Expense Motion and Response to Objections, if any
February 2, 2026	Fairness hearing
August 4, 2026	Settlement Class Members submit reimbursement claims for replacement cranksets

IX. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court: (1) find under Rule 23(e)(1) that it is likely to approve the proposed Settlement and certify the Settlement Class; (2) appoint Plaintiffs Steven Adelman, John Bongiovanni, Jose Delgado, Jose Erazo, Dave Gonyer, Jarett Hawkins, Christopher Jennings, Moussa Kouyate, Marcus Lewis, Kevin Litam, Maurice Scorsolini, Dimitri Semizarov, and Mike Tirado, as Class Representatives; (3) appoint Epiq as Settlement Administrator and direct notice to the Settlement Class pursuant to the proposed Notice Program; and (4) schedule a final approval hearing under Rule 23(e)(2).

1 A proposed Preliminary Approval Order is attached for the Court's
2 consideration.

3
4 Dated: June 30, 2025

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CERTIFICATE OF COMPLIANCE

Pursuant to Local Rule 11-6, the undersigned, co-counsel for Plaintiffs, certifies that this brief contains 6,429 words, which complies with the word limit set by Local Rule 11-6.1.

DATED: June 30, 2025

LIEFF CABRASER HEIMANN &
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