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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BEATRIZ TIJERINA, DAVID CONCEPCIÓN, GINA APRILE, THERESA GILLESPIE, TALINA HENDERSON, DIANA FERRARA, LAUREN DALY, SHANE MCDONALD, KASEM CUROVIC, CHRISTA CALLAHAN, ERICA UPSHUR, JOHNNIE MOUTRA, JENNIFER TOLBERT, DEREK LOWE, PHILLIP HOOKS, and DELIA MASONE, Individually and on behalf of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF AMERICA, INC.
and VOLKSWAGEN AKTIENGESELLSCHAFT,

Defendants.

Civil Action No. 2:21-cv-18755-BRM-LDW

NOTICE OF MOTION FOR FINAL APPROVAL OF CLASS-ACTION SETTLEMENT AND FINAL CERTIFICATION OF THE SETTLEMENT CLASS

To: All Persons on ECF Service List

Plaintiffs, Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone through their undersigned counsel, on behalf of Plaintiffs and the Class, hereby respectfully request that the Court enter an Order:

1. Granting final approval of the Settlement set forth in the Settlement Agreement (the "SA");

2. Certifying the Settlement Class for settlement purposes only;

3. Granting final appointment of Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone Settlement Class Representatives;

4. Confirming the appointment of the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Seeger Weiss LLP, and Hagens Berman Sobol Shapiro LLP as Settlement Class Counsel;

5. Appointing JND Claim Administration as Settlement Claim Administrator;

6. Entering a final judgment dismissing the action with prejudice; and

7. Issuing related relief, as appropriate.

This Motion is based on the contemporaneously-filed memorandum of law in support of final approval submitted by Plaintiffs; the Declaration of James E. Cecchi; and all pleadings, records, and papers on file with the Court in this action.

Dated: July 14, 2025

Respectfully submitted,

/s/ James E. Cecchi

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BEATRIZ TIJERINA, DAVID CONCEPCIÓN, GINA APRILE, THERESA GILLESPIE, TALINA HENDERSON, DIANA FERRARA, LAUREN DALY, SHANE MCDONALD, KASEM CUROVIC, CHRISTA CALLAHAN, ERICA UPSHUR, JOHNNIE MOUTRA, JENNIFER TOLBERT, DEREK LOWE, PHILLIP HOOKS, and DELIA MASONE, Individually and on behalf of All Others Similarly Situated, Plaintiffs, vs. VOLKSWAGEN GROUP OF AMERICA, INC. and VOLKSWAGEN AKTIENGESELLSCHAFT, Defendants.	Civil Action No. 2:21-cv-18755-BRM-LDW

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT

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I. INTRODUCTION

Plaintiffs, on behalf of themselves and other members of the proposed Settlement Class, by and through their counsel, respectfully move the Court for an order: (1) granting final approval of the Class Settlement ("Settlement") set forth in the Settlement Agreement (the "SA"); (ii) certifying Plaintiffs[1] as Settlement Class Representatives and the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C., Seeger Weiss LLP, and Hagens Berman Sobol Shapiro LLP as Settlement Class Counsel; (iv) appointing JND Claim Administration as Settlement Claim Administrator; and (v) entering a final judgment dismissing the action with prejudice.

On February 10, 2025, this Court entered an Order: (i) preliminarily approving the Settlement between Plaintiffs, on behalf of themselves and all other similarly situated, and Defendant Volkswagen Group of America, Inc. ("Defendant" or "VWGoA"), and (ii) conditionally certifying the following class for settlement purposes:

> All present and former U.S. owners and lessees of certain specific model year 2018 through 2024 Volkswagen Atlas vehicles purchased or leased in the United State or Puerto Rico that are designated individually by Vehicle Identification Number (VIN) in Exhibit 4 to the

[1] Plaintiffs are Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone.

> Settlement Agreement, which were distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico.

ECF 112 at ¶3.

As will be discussed, there are no objections to this Settlement, and nothing has otherwise changed since Preliminary Approval that warrants denying final approval of this Settlement. The Settlement benefits are substantial and include monetary relief in the form of reimbursements for out-of-pocket expenses associated with a repair of a failed or malfunctioned second row seat latch, an extended warranty that will provide commensurate coverage for years to come, and important information regarding the proper use of the second row seat latch, including an updated Owner's Manual insert and an instructional video made publicly available for all Class Members to view.

Settlement Class Members will receive these benefits without the risks of non-recovery, non-certification, and delays in any potential recovery that would be involved in lengthy and uncertain litigation. The proposed Settlement resulted from arm's-length, good-faith negotiations between and among experienced counsel. It provides a fair, reasonable, and adequate resolution of this litigation, which will slash costs and reduce expenditure of resources, eliminate the risk of uncertain litigation outcomes, and prevent further delay in remedying the harms allegedly suffered by Class Members.

Notice of the proposed Settlement has been distributed to the Class in accordance with the parties' Notice Plan previously approved by the Court. To date, the Settlement's straightforward claims process has resulted in claims that have already been filed, and pursuant to the Preliminary Approval Order, the claims period remains open until August 4, 2025.

Class Member reaction to the Settlement is also overwhelmingly positive. The July 7, 2025 deadline for filing requests for exclusion or to object to the Settlement has now passed. Yet, to date, of the 644,167 Class Notices that were mailed, **there have been no objections to the Settlement** and only 95 requests to opt out, representing 0.015% of the Settlement Class. Declaration of Lara Jarjoura ("Jarjoura Decl.") dated July 14, 2025, at ¶¶6, 14. That clearly indicates tremendous support for the Settlement from the Class. The Parties will update the Court about the Class's reaction to the Settlement in their July 29, 2025 supplemental filings pursuant to the Preliminary Approval Order. ECF 112, ¶18.[2]

In sum, the Settlement before the Court represents real and substantial benefits and an outstanding result for the Class that far exceeds all applicable requirements

[2] Plaintiffs timely filed their application for attorneys' fees on the public docket on June 16, 2025, as provided in the Preliminary Approval Order and Class Notice. Due to an oversight, the motion papers were not, however, posted to the Settlement Website until July 9, 2025. Accordingly, on July 10, 2025, Plaintiffs submitted a letter to the Court suggesting an extension of the time to object to the fee motion until July 28 and a proposed 1-week extension of the deadline for parties to respond to objections specifically related to the fee motion, if any, from July 29 to August 5.

of law, including Rule 23(e)(2) and constitutional due process. The Court should grant final approval and enter judgment so Class Members can obtain relief expeditiously.

II. INCORPORATION BY REFERENCE

In the interest of judicial efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to and hereby incorporate Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF 111) filed on November 13, 2024 and the accompanying Exhibits, including the proposed Settlement Agreement, filed in conjunction therewith. Plaintiffs also incorporate by reference the Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards (ECF 114), filed on June 16, 2025.

III. SUMMARY OF SETTLEMENT TERMS

A. The Settlement Class

The Settlement Class, as Preliminarily Approved by the Court, consists of "All present and former U.S. owners and lessees of certain specific model year 2018 through 2024 Volkswagen Atlas vehicles purchased or leased in the United State or Puerto Rico that are designated individually by Vehicle Identification Number (VIN) in Exhibit 4 to the Settlement Agreement, which were distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico." ECF 112 at ¶3. The Settlement Class is subject to basic exclusions listed therein.

B. The Substantial Benefits to the Class

Settlement Class Members will receive both a warranty extension and the ability to claim reimbursement of certain past, paid out-of-pocket, repair costs. VWGoA will extend the New Vehicle Limited Warranty ("NVLW") for all Settlement Class Vehicles to cover 100% of repair or replacement costs, by an authorized Volkswagen dealer, of a failed or malfunctioned second row seat latching mechanism diagnosed by a Volkswagen dealer, during a period of 10 years or 100,000 miles (whichever occurs first) from the Settlement Class Vehicle's In-Service date (the "Warranty Extension"). SA § II.B. The Warranty Extension is available to Settlement Class Members without the need to submit claims.

Further, Settlement Class Members can file a claim for 100% reimbursement of the cost (parts and labor) of one repair or replacement of a failed or malfunctioned second row seat latching mechanism performed by a Volkswagen authorized dealership and paid for prior to the Notice Date and within 100,000 miles from the vehicle's In-Service Date. SA § II.C.1. For repairs performed at repair facilities that are not authorized Volkswagen dealers, Settlement Class Members can be reimbursed up to $645 for a repair or replacement of the seat latch and/or seat latch cover or up to $1,700 for a repair or replacement of the second row seat and/or the second row seat frame. *Id*.

In addition, VWGoA produced an instructional video that is publicly available on VWGoA's website, www.VW.com, under the "Resources and Tutorials" pages for each model year Atlas vehicle in the Settlement Class. The instructional video demonstrates how to properly latch the second row seat in Settlement Class Vehicles and how to ensure that the second row seat has been properly latched. SA § II.A. The Class Notice refers to the instructional video and the Settlement Website's home page contains a prominent direct link to the instructional video. Finally, 256,539 Settlement Class Members who own or lease certain model year 2018-2023 Settlement Class Vehicles received, with the Class Notice, an insert for their Owner's Manuals, which contains updated warnings and instructions consistent with the current Owner's Manual for model year 2024 Settlement Class Vehicles. Jarjoura Decl. ¶6. The updated Owner's Manual insert is also available on VWGoA's www.VW.com website and a direct link is available on the Settlement Website's home page.

C. Class Notice Plan

The Settlement Agreement and Preliminary Approval Order provided for a Class Notice Plan ("Notice Plan") consisting of first-class mailing of a long form Class Notice to Settlement Class Members to the current or last known addresses that could reasonably be identified. The Settlement Claim Administrator has confirmed that on May 21, 2025 (the Notice Date), Class Notice was timely mailed

to 644,167 Settlement Class Members who could reasonably be identified, in accordance with the Notice Plan.[3] *Id.* ¶6.

In addition, pursuant to the Notice Plan, on the Notice Date, the Settlement Administrator established the Settlement Website (www.atlasseatlatchsettlement.com) containing, among other information: (1) a portal through which a person can enter the VIN number of a vehicle to confirm if it is a Settlement Class Vehicle; (2) instructions on how to submit a Claim for reimbursement either by mail or online submission; (3) 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; (5) instructions on how to contact the Settlement Claim Administrator, Defendant and Settlement Class Counsel for assistance; (6) a copy of the Claim Form, Long Form Class Notice, the Settlement Agreement, the Preliminary Approval Motion and Order, the Class Counsel Fee and Expenses Application, other pertinent orders and documents; (7) direct hyperlinks to the instructional video and Owner's Manual insert; (8) important dates pertaining to the Settlement including the procedures and deadlines to opt-out of or object to the

[3] On November 22, 2024, "CAFA notice" of the proposed Settlement was sent to the Attorney General of the United States, and the Attorneys General of 50 states, the District of Columbia, and the United States Territories, pursuant to the Class Action Fairness Act, 28 U.S.C.§ 1715. None have objected to or voiced any disagreement with the Settlement. Jarjoura Decl.¶5.

Settlement, the procedure and deadline to submit a claim for reimbursement, and the date, place and time of the Final Fairness Hearing; and (9) answers to Frequently Asked Questions (FAQs).

IV. THE SETTLEMENT WARRANTS FINAL APPROVAL.

To grant final approval of the Settlement, the Court must determine that it is "fair, reasonable, and adequate" under Rule 23(e)(2). The 2018 amendments to Rule 23 make clear that the Court should focus "on the primary procedural considerations and substantive qualities that should always matter to the decision whether to approve the [settlement]." Fed. R. Civ. P. 23(e)(2), 2018 Adv. Cmt. Notes. Accordingly, Plaintiffs analyze the Settlement under the framework of Rule 23 and the relevant case law governing approval of class settlements. Regardless of the factors the Court employs, final approval is appropriate.

A. Notice to the Class Satisfied the Requirements of Rule 23 and Due Process.

Rule 23(b)(3) class actions must satisfy Rule 23(c)(2)'s notice provisions. Here, the Court-authorized Settlement Administrator, JND Class Action Administration ("JND"), caused the approved Class Notice to be sent to Class Members in accordance with the approved Notice Plan. While, pursuant to the Preliminary Approval Order, notice details will be provided to the Court by JND on July 14, 2025 and addressed by the Parties in their supplemental briefing due on July

29, 2025, (ECF 112 at ¶18), those submissions will demonstrate that the approved Notice was implemented in a timely and proper fashion.

This Notice Plan, which includes the mailing of individual long form class notice to all Class Members who can be reasonably identified, meets the requirements of Fed. R. Civ. P. 23. This Rule calls for "the best notice practicable under the circumstances including individual notice to all members who can be identified through reasonable effort." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974); *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 326-27 (3d Cir. 1998). As this Court held in granting Preliminary Approval, the Notice Plan here "satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances." ECF 112 at ¶10. This Court further observed that the Notice here is "reasonably calculated to apprise the Settlement Class of the pendency of the Action, the certification of the Settlement Class for settlement purposes only, the terms of the Settlement, its benefits, and the Release of Claims…." *Id.*; *see also In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 119 (D.N.J. 2002).

Here, the Class has been given notice of the proposed Settlement, and their rights in connection with the Settlement, as well as the method and dates by which they may: (i) object to the Settlement and/or Class Counsel's requests for attorneys' fees and expenses, (ii) request exclusion from the Class, and (iii) submit a claim to

be eligible to participate in the Settlement reimbursement plan. Class Members have also been advised of the date of the Fairness Hearing at which their objection can be heard. For these reasons, the Court-approved notice program for the Settlement provided the best practicable notice of the Settlement, consistent with the requirements of Rule 23(c)(2)(B) and due process, to members of the Class.

B. The Settlement is Fair, Reasonable, and Adequate.

In complex class action lawsuits such as this, the policy of favoring voluntary resolution through settlement is particularly strong.[4] "Settlement agreements are to be encouraged because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts." *Ehrheart*, 609 F.3d at 594. As such, courts are "hesitant to undo an agreement that has resolved a hard-fought, multi-year litigation," such as this one. *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 175 (3d Cir. 2013). "The decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court." *Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975).

[4] *See In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 351 (3d Cir. 2010) ("overriding public interest in settling class action litigation"); *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 593-95 (3d Cir. 2010) (courts within this Circuit have a "strong judicial policy in favor of class action settlement"); *Ortho-Clinical Diagnostics, Inc. v. Fulcrum Clinical Lab'ys, Inc.*, 2023 WL 3983877, at *3 (D.N.J. June 13, 2023) ("in New Jersey, there is a strong public policy in favor of settlements. . . . Courts, therefore, will 'strain to give effect to the terms of a settlement whenever possible.'" (citations omitted)).

Rule 23(e)(2) identifies four factors considered in making the fairness determination, all of which are satisfied here: (1) adequacy of representation, (2) existence of arm's-length negotiations, (3) adequacy of relief, and (4) equitableness of treatment of class members. Fed. R. Civ. P. 23(e)(2).[5] These factors overlap with the factors courts in this Circuit have typically used for purposes of reviewing a proposed class action settlement (the "*Girsh* factors"):

> (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 defendants 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.

Girsh, 521 F.2d at 156-57.[6] The settling parties must prove that "the *Girsh* factors weigh in favor of approval of the settlement." *Pet Food Prods. Liab. Litig.*, 629 F.3d at 350. "These factors are a guide and the absence of one or more does not automatically

[5] "The goal of [the 2018] amendment[s to Rule 23] is not to displace any [existing] factor, but rather to focus the court . . . on the core concerns of procedure and substance that should guide the decision whether to approve the proposal." Fed. R. Civ. P. 23(e) Advisory Committee Notes (2018).

[6] Courts in the Third Circuit have confirmed the continued use of these factors after the 2018 amendments. *See In re Humanigen, Inc. Sec. Litig.*, 2024 WL 4182634, at *4 n.6 (D.N.J. Sept. 13, 2024) (citing *In re: Google Inc. Cookie Placement Consumer Priv. Litig.*, 934 F.3d 316, 329 (3d Cir. 2019)).

render the settlement unfair." *In re Valeant Pharm. Int'l Sec. Litig.*, 2020 WL 3166456, at *7 (D.N.J. June 15, 2020) (citation omitted).

In sum, "[t]he central concern in reviewing a proposed class-action settlement is that it be fair, reasonable, and adequate." Advisory Committee Notes to 2018 Amendments (324 F.R.D. at 918).

In *Prudential*, the Third Circuit held that, because of "a sea-change in the nature of class actions," it might be useful to expand the *Girsh* factors to include:

> [1] the maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages; [2] the existence and probable outcome of claims by other classes and subclasses; [3] the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved—or likely 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.

148 F.3d at 323. "Unlike the *Girsh* factors, each of which the district court must consider before approving a class settlement, the *Prudential* considerations are just that, prudential." *Baby Prods.*, 708 F. 3d at 174.

Here, Rule 23(e)(2), as well as the *Girsh* and (where appropriate) *Prudential* factors, clearly favor final approval of this Settlement.

1. The Rule 23(e)(2) Factors Are Satisfied.

Each of the Rule 23(e)(2) factors is satisfied here, so a finding that they are "likely" to be satisfied is elemental.

a. Plaintiffs and Plaintiffs' Counsel Adequately Represented the Class.

Rule 23(e)(2)(A) requires the Court to consider whether the "class representatives and class counsel have adequately represented the class." Plaintiffs incorporate by reference their discussion of this element in their brief in support of preliminary approval (ECF 111-1, at 19-21). Moreover, because this factor overlaps significantly with the class certification analysis on adequacy, to avoid duplicative briefing, it is discussed there. *See infra* at 35-36.

b. The Settlement Resulted from Arm's-Length Negotiations.

Whether the Settlement was "negotiated at arm's length" is a relevant factor. Fed. R. Civ. P. 23(e)(2)(B). Here, in granting Preliminary Approval, the Court found the Settlement resulted from "intensive, arm's-length negotiations of disputed claims, and is not the result of any collusion." ECF 112, ¶9.

Throughout every stage of their negotiations, the Parties weighed the strengths and weaknesses of their positions, including, among other issues, liability and damages. The Settlement followed an extensive investigation, substantial motion practice, party and third-party discovery in which tens of thousands of documents were produced and reviewed, and substantial expert work. *See In re*

Philips/Magnavox TV Litig., 2012 WL 1677244, at *11 (D.N.J. May 14, 2012) ("Where this negotiation process follows meaningful discovery, the maturity and correctness of the settlement become all the more apparent."). Indeed, in preliminarily approving the Settlement, this Court found that "[t]he activities and 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, and their relative positions, strengths, 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 112 at ¶8. Foremost in counsel's mind was the benefit of securing a certain resolution now, rather than facing the uncertainties, risks and delays of litigation, including inevitable years of appeals even if Plaintiffs were able to secure a favorable jury verdict.

Moreover, Class Counsel have extensive experience in prosecuting consumer class actions and other complex litigation, *see* ECF 111-4 to 111-6 (firm resumes), and were well-versed in the strengths and weaknesses of their respective positions. They believe the Settlement is in the best interests of the Class—a judgment entitled to considerable weight.[7] That the Settlement emerged from protracted, arm's-length

[7] *See Varacallo v. Mass Mut. Life Ins. Co.*, 226 F.R.D. 207, 240 (D.N.J. 2005) ("Class Counsel's approval of the Settlement also weighs in favor of the Settlement's fairness."); *In re NASDAQ Mkt.-Makers Antitrust Litig.*, 187 F.R.D. 465, 474 (S.D.N.Y. 1998) (Courts have consistently given "'great weight' . . . to the

negotiations between experienced and well-informed counsel proves that the process was fair and not the product of collusion.[8] The process culminating in the present Settlement strongly supports granting final approval.

c. The Relief Provided to the Settlement Class is Fair, Reasonable and Adequate.

The Settlement provides substantial benefits to Class Members, delivered through a clear claims process. The Settlement's benefits include both a warranty extension and reimbursement for past paid costs of covered repairs. Moreover, by virtue of the Settlement, Class Members obtained important information about how to properly latch the second row seats that they otherwise would not have received. And while Plaintiffs believe their case is strong, they recognize that litigation is uncertain. Making a favorable compromise of claims in exchange for the Settlement's certain, immediate, and substantial benefits is an unquestionably reasonable choice and comports in all respects with applicable law and policy. Indeed, the Settlement benefits are substantial.[9] Class Counsel, who have

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recommendations of counsel, who are most closely acquainted with the facts of the underlying litigation.").

[8] *See, e.g.*, *Glaberson v. Comcast Corp.*, 2014 WL 7008539, at *4 (E.D. Pa. Dec. 12, 2014) (a settlement is presumed to be fair "when the negotiations were at arm's length, there was sufficient discovery, and the proponents of the settlement are experienced in similar litigation").

[9] The Settlement compares favorably with recently approved automotive class actions in this District. *See, e.g.*, *Powell v. Subaru of Am., Inc.*, No. CV 19-19114 (MJS), ECF No. 182 (D.N.J. Apr. 21, 2025) (granting final approval of settlement for defective windshields that provided up to 100% out of pocket reimbursement and

collectively served as class counsel in hundreds of actions, fully endorse the Settlement as fair, reasonable, and adequate.

Rule 23(e)(2)(C)(i)[10] overlaps significantly with *Girsh* (*e.g.*, factors 1, 4-9); both sets of factors advise the Court to consider the adequacy of the settlement relief given the costs, risks, and delay that trial and appeal would inevitably impose.

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extended warranty); *Oliver v. BMW of N. Am., LLC*, 2021 WL 870662 (D.N.J. Mar. 8, 2021) (granting final approval of settlement for defective coolant pumps that provides extended warranty in form of 100% repair and up to $1,000 reimbursement for pumps 7 years or 84,000 miles old); *Gray v. BMW of N. Am., LLC*, 2017 WL 3638771, at *1, (D.N.J. Aug. 24, 2017) (granting final approval of settlement for malfunctioning convertible tops with reimbursement of documented out-of-pocket expenses, extension of warranty to 1 year, unlimited mileage from repair, and installation of a software update); *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *3-4 (D.N.J. Aug. 31, 2016) (granting final approval of settlement for excessive oil consumption by warranty extension and reimbursement for out-of-pocket repairs subject to proof); *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *2 (D.N.J. Mar. 22, 2013) (granting final approval of settlement for transmission repair or replacements with 50% reimbursement for new and certified pre-owned vehicles with failures prior to 100,000, and 25% reimbursement for used vehicles that were not certified preowned).

[10] This factor "balances the 'relief that the settlement is expected to provide to class members against the cost and risk involved in pursuing a litigated outcome.'" *Hall v. Accolade, Inc.*, 2019 WL 3996621, at *4 (E.D. Pa. Aug. 23, 2019) (quoting Fed. R. Civ. P. 23 Advisory Committee Notes (Dec. 1, 2018)). Such analysis "cannot be done with arithmetic accuracy, but it can provide a benchmark for comparison with the settlement figure." *Id.* (internal quotation omitted).

Compare Fed. R. Civ. P. 23(e)(2)(C)(i), *with Girsh*, 521 F.2d at 157. Thus, the *Girsh* factors, analyzed below, further inform the Rule 23(e)(2)(C)(i) inquiry.

i. Continued litigation would be long, complex, and expensive.

The first *Girsh* factor is whether the Settlement avoids a lengthy, complex and expensive continuation of litigation. "This factor captures 'the probable costs, in both time and money, of continued litigation.'" *In re Cendant Corp. Sec. Litig.*, 264 F.3d 201, 233-34 (3d Cir. 2001). "Where the complexity, expense, and duration of litigation are significant, the Court will view this factor as favoring settlement." *Bredbenner v. Liberty Travel, Inc.*, 2011 WL 1344745, at *11 (D.N.J. Apr. 8, 2011).

Here, due to the factual and legal complexities involved in this case, involving complex automotive issues, continued litigation necessarily would be extremely expensive and time-consuming. Absent a settlement, the Parties faced substantial factual and expert discovery around the country as well as significant motion practice. Trial would involve extensive pretrial motions involving complex questions of law and fact, and the trial itself would be lengthy and complicated, and the result would be uncertain. *Id.* This clearly favors the settlement of the litigation. *See* Declaration of James E. Cecchi ("Cecchi Decl.") at ¶¶4-5.[11]

[11] *See also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 536 (3d Cir. 2004) ("*Warfarin Sodium*") (finding the first *Girsh* factor to weigh in favor of settlement after three years of litigation). Post-trial motions and appeal would further delay resolution and increase costs. *Id.* ("[I]t was inevitable that post-trial motions and

Even if Plaintiffs were successful, the result could potentially be less than the very significant benefits afforded by this Settlement, and VWGoA would undoubtedly appeal an adverse judgment, adding further time and uncertainty to a final resolution of this matter if it were litigated. *Id.* ¶6. This Court has recognized that "continuing litigation sometimes presents plaintiffs with the risk of losing class certification and any substantial trial award, so a settlement which provides immediate and definite relief is preferable to the prospect of receiving no relief at all." *Martina v. L.A. Fitness Int'l, LLC*, 2013 WL 5567157, at *6 (D.N.J. Oct. 8, 2013). Because a private resolution of the conflict "reduces expenses and avoids delay," this factor weighs heavily in favor of approving the Settlement. *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 640 (E.D. Pa. 2015).

ii. The reaction of the Class to the Settlement

The second *Girsh* factor "attempts to gauge whether members of the class support the Settlement." *Prudential*, 148 F.3d at 318. Generally, "silence constitutes tacit consent to the agreement," *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 812 (3d Cir. 1995), and a "paucity of protestors . . . militates in favor of the settlement." *Bell Atl. Corp, v. Bolger*, 2 F.3d 1304, 1314 (3d

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appeals would not only further prolong the litigation but also reduce the value of any recovery to the class."); *In re Merck & Co., Vytorin ERISA Litig.*, 2010 WL 547613, at *7 (D.N.J. Feb. 9, 2010) (noting delayed recovery for the class after trial weighs in favor of settlement).

Cir. 1993); *see also Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 119 (3d Cir. 1990) (29 objections out of 281-member class "strongly favors settlement"); *Weiss v. Mercedes-Benz of N. Am., Inc.*, 899 F. Supp. 1301 (D.N.J. 1995) (100 objections out of 30,000 class members weighs in favor of settlement).

The Parties intend to address this *Girsh* factor in more detail in their July 29, 2025 supplemental briefing. However, as of this date, of the 644,167 Settlement Class Members that were sent Class Notice, **none of have objected to the Settlement**, and only a mere 92 have requested exclusion (only a miniscule 0.014% of the Class). Where, as here, the number of opt outs and objections is low—and in this case there were no objections at all—the second *Girsh* factor is readily satisfied. *See Oliver*, 2021 WL 870662, at *5.

iii. The stage of the proceedings and the amount of discovery completed support the Settlement

The third *Girish* inquiry is "whether Plaintiffs had an 'adequate appreciation of the merits of the case before negotiating' settlement." *In re Wilmington Tr. Sec. Litig.*, 2018 WL 6046452, at *5 (D. Del. Nov. 19, 2018); *GMC Truck*, 55 F.3d at 813. Here, where the parties engaged in significant motion practice, *see McMahon v. Volkswagen Aktiengesellschaft*, 2023 WL 4045156, at *1 (D.N.J. June 16, 2023), conducted substantial party and third-party discovery, and worked with their experts to evaluate and understand the discovery produced by Defendants and third parties, Class Counsel was adequately informed of the relative strengths and weaknesses of

the case. *See In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. 249, 270-71 (E.D. Pa. 2012). As held in the Preliminary Approval Order, "the activities and 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, and their relative positions, strengths, weaknesses, risks and benefits to each Party…." ECF 112 at ¶8. Given this information, Class Counsel could negotiate an appropriate settlement that balanced the resources, time, and expenses required to litigate through trial with providing immediate and significant benefits to tens of thousands of vehicle owners. *See In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d 410, 438-439 (3d Cir. 2016) ("[C]ounsel had an adequate appreciation of the merits of the case before negotiating.").

iv. The risks of establishing liability and damages

The fourth *Girsh* factor examines "the risks of establishing liability." *Girsh*, 521 F.2d at 157. Under this factor, "[b]y evaluating the risks of establishing liability, the district court can examine what the potential rewards (or downside) of litigation might have been had class counsel elected to litigate the claims rather than settle them." *Beneli v. BCA Fin. Servs., Inc.*, 324 F.R.D. 89, 103 (D.N.J. 2018) (quoting *GMC Truck*, 55 F.3d at 814). In considering this factor, the Court has recognized that "[a] trial on the merits always entails considerable risks." *Pro v. Hertz Equip. Rental Corp.*, 2013 U.S. Dist. LEXIS 86995, at *11-12 (D.N.J. June 20, 2013) (quoting *Weiss*, 899 F. Supp. at 1301).

And, "no matter how confident one may be of the outcome of the litigation, such confidence is often misplaced." *In re Auto. Refinishing Paint Antitrust Litig.*, 617 F. Supp. 2d 336, 343 (E.D. Pa. 2007).

Here, while Plaintiffs believe their claims to be meritorious, the factual and legal issues in this case are complex, and it would be unrealistic to assert that continued litigation would not give rise to potential risk. Defendant would assert numerous significant defenses to this action, which could bar completely, if not substantially reduce, all or many Settlement Class Members' potential recoveries under the various applicable states' laws. These defenses include statutes of limitation, lack of standing, user error, lack of manifestation of the alleged issue, lack of privity with Defendant, absence of a duty to disclose under applicable states' laws, absence of pre-sale knowledge of any alleged defect, lack of reliance or causation, "economic loss rule" bars to recovery, lack of recoverable damages and/or "ascertainable loss," and other statutory and common law complete or partial bars to recovery that may be applicable to particular Settlement Class Members' claims. In contrast, the Settlement here provides the Settlement Class with immediate and very substantial benefits.

Similarly, the fifth *Girsh* factor "attempts to measure the expected value of litigating the action rather than settling it at the current time." *Cendant*, 264 F.3d at 238. The Court looks at the potential damage award if the case were taken to trial against the

benefits of immediate settlement. *Prudential*, 148 F.3d at 319. In *Warfarin Sodium*, the trial court found that the risk of establishing damages strongly favored settlement, observing that "[d]amages would likely be established at trial through 'a battle of experts,' with each side presenting its figures to the jury and with no guarantee whom the jury would believe.'" *In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 256 (D. Del. 2002), *aff'd* 391 F.3d 516, 537 (3d Cir. 2004). Here, in a complex class action like this one, there is no doubt such a battle of experts would occur.

v. The risks of maintaining the class action through trial and appeal

The sixth *Girsh* factor also supports approving the proposed Settlement. Plaintiffs would need to maintain class certification throughout the length of the suit, and Defendant could challenge certification and move to decertify at any point. *See Prudential*, 148 F.3d at 321.[12]

Here, although Plaintiffs believe in their position, it is not without risk. Defendant has maintained that numerous individual factual and legal issues would likely predominate and adversely affect the ability to certify a class in the litigation context, including the different conditions of each Settlement Class Vehicle; individual facts

[12] *See also In re Rent-Way Sec. Litig.*, 305 F. Supp. 2d 491, 506-07 (W.D. Pa. 2003) ("[A]s in any class action, there remains some risk of decertification in the event the Propose[d] Settlement is not approved. While this may not be a particularly weighty factor, on balance it somewhat favors approval of the proposed Settlement."); *Dewey v. VW of Am.*, 728 F. Supp. 2d 546, 585 D.N.J. 2010) ("the specter of decertification makes settlement an appealing alternative.").

and circumstances of each Class Member's purchase or leasing of, and decision making concerning, his/her vehicle; what, if anything, each Class Member may have seen, heard or relied upon prior to purchase or lease; whether and to what extent any Class Member experienced any failure or malfunction of his/her Settlement Class Vehicle's second row seat latch and whether that is ultimately attributable to a defect in design or user error; whether and to what extent any Class Member can establish any entitlement to damages or other relief; and myriad other issues individual to each Class Member.

However, such issues do not preclude class certification for settlement purposes, since the Court will not be faced with the significant manageability problems of a trial.[13]

Further, even if class certification were granted, class certification can always be reviewed or modified before trial, so "the specter of decertification makes settlement an appealing alternative." *O'Brien*, 2012 WL 3242365, at *18.

[13] *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Sullivan v. DB Invs., Inc*, 667 F.3d 273, 302-03 (3d Cir. 2011) ("the concern for manageability that is a central tenet in the certification of a litigation class is removed from the equation" in the case of a settlement class); *In re Merck & Co., Inc. Vytorin ERISA Litig.*, 2010 WL 547613, at *5 (citing *Warfarin Sodium*, 391 F.3d at 519 (manageability concerns that arise in litigation classes are not present in settlement classes); *O'Brien v. Brain Research Labs, LLC*, 2012 WL 3242365, at *9 (D.N.J. Aug. 9, 2012) ("because certification is sought for purposes of settlement and is not contested, the concerns about divergent proofs at trial that underlie the predominance requirement are not present here"); *Beneli*, 324 F.R.D. at 96 (same).

Absent settlement, Plaintiffs face the uncertainties of trial and post-trial proceedings, and while Class Counsel are experienced counsel, they understand "the risks surrounding a trial on the merits are always considerable." *Weiss*, 899 F. Supp. at 1301. Defendants have defended themselves at every step of the litigation and would certainly continue to press forward with their defenses through trial. This increases the overall cost of the suit and the risks Plaintiffs face. A settlement avoids those issues and provides certainty to the Class and substantial relief now. Thus, the sixth *Girsh* factor weighs in favor of settlement.

vi. The ability of the Defendants to withstand a greater judgment

The seventh *Girsh* factor considers "whether the defendants could withstand a judgment for an amount significantly greater than the [s]ettlement." *Cendant*, 264 F.3d at 240. Even the "fact that [defendants] could afford to pay more does not mean that [they are] obligated to pay any more than what the [] class members are entitled to under the theories of liability that existed at the time the settlement was reached." *Warfarin Sodium*,

391 F.3d at 538.[14] In any event, this factor is neutral here, since Defendant's ability to pay was not a factor in the settlement negotiations.[15]

vii. The Settlement amount is within the range of reasonableness in light of the best possible recovery and attendant risks of litigation.

The eighth and ninth *Girsh* factors—the range of reasonableness of the settlement given the best possible recovery and considering all the attendant risks of litigation—strongly support approval. These factors ask "whether the settlement is reasonable in light of the best possible recovery and the risks the parties would face if the case went to trial." *Prudential*, 148 F.3d at 322. "In making this assessment, the Court compares the present value of the damages plaintiffs would likely recover if

[14] *See also In re Schering-Plough Corp. Sec. Litig.*, 2009 U.S. Dist. LEXIS 121173, at *11 (D.N.J. Dec. 31, 2009) ("pushing for more in the face of risks and delay would not be in the interests of the class"); *In re Certainteed Corp. Roofing Shingle Prods. Liab. Litig.*, 269 F.R.D. 468, 489 (E.D. Pa. 2010) ("because ability to pay was not an issue in the settlement negotiations, this factor is neutral").

[15] *See, e.g.*, *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *11 ("'to withhold approval of a settlement of this size because [Volvo] could withstand a greater judgment would make little sense where the [settlement] is within the range of reasonableness and provides substantial benefits to the Class'") (citing cases); *In re Johnson & Johnson Derivative Litig.*, 900 F. Supp. 2d 467, 484 (D.N.J. 2012) ("But even assuming there are sufficient funds to pay a greater judgment, the Third Circuit has found that a defendant's ability to pay a larger settlement sum is not particularly damaging to the settlement agreement's fairness as long as the other factors favor settlement") ; *see also Halley v. Honeywell Int'l*, 2016 WL 1682943, at *14 (D.N.J. Apr. 26, 2016) ("[e]ven if [defendant] could afford a greater amount than the Settlement would require, that doesn't support rejecting an otherwise reasonable settlement . . . . [T]is factor is not relevant").

successful, appropriately discounted for the risk of not prevailing, with the amount of the proposed settlement." *In re PAR Pharm. Sec. Litig.*, 2013 U.S. Dist. LEXIS 106150, at *23 (D.N.J. July 29, 2013) (citing *GMC Truck*, 55 F.3d at 806). Assessment of a settlement, however, need not be tied to an exact formula. *See Prudential*, 148 F.3d at 322. The Third Circuit has cautioned against demanding the maximum possible recovery, noting that a settlement is, after all, a compromise. *Id.* at 316-17. "In conducting this evaluation, it is recognized that settlement represents a compromise in which the highest hopes for recovery are yielded in exchange for certainty and resolution and [courts should] guard against demanding to[o] large a settlement based on the court's view of the merits of the litigation." *Castro v. Sanofi Pasteur Inc.*, 2017 WL 4776626, at *6 (D.N.J. Oct. 23, 2017) (citation omitted). Accordingly, a settlement may still be within a reasonable range, even though it represents only a fraction of the potential recovery. [16] "[C]lass action settlements are presumptively fair where (1) the settlement 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 Warfarin Sodium*, 391 F.3d at 535.

[16] *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 144 (E.D. Pa. 2000); *In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 632 (E.D. Pa. 2004); *see also Fisher Bros. v. Phelps Dodge Indus., Inc.*, 604 F. Supp. 446, 451 (E.D. Pa. 1985) ("The court must review a settlement to determine whether it falls within a 'range of reasonableness,' not whether it is the most favorable possible result of litigation.").

Here, as the Court held in granting Preliminary Approval, the Settlement is "appropriate, especially when balanced against the risks and delays of further litigation." ECF 112 at ¶8. The Settlement provides substantial benefits to the Settlement Class, including important information regarding the proper use of the second row seat latch in the form of the publicly available instructional video and Owner's Manual insert that applicable Class Members received with their long form Class Notices, along with a lengthy warranty extension and program for reimbursement of past paid, covered repairs. These benefits, when balanced against the risks and potential benefits of continued litigation that could result in no recovery at all, demonstrate unequivocally that the Settlement is fair, reasonable, and adequate, thus meriting final approval.

viii. The *Prudential* factors

In addition to the *Girsh* factors, the relevant *Prudential* factors favor approving the Settlement. *See supra* at 12. Not all factors are relevant here. With respect to the first *Prudential* factor, the maturity of the underlying issues, the Plaintiffs conducted significant investigation into this issue, the Parties engaged in extensive motion practice, participated in discovery, and engaged in extensive arm's-length negotiations which ultimately led to the Settlement. The *Prudential* factors that relate to the existence of other classes and subclasses are irrelevant here as the Settlement Class encompasses all U.S. purchasers and lessees of the

Settlement Class Vehicles. Settlement Class Members were also provided ample opportunity to object or opt-out of the Settlement and were provided clear instructions on how and when to do so. *See* ECF 111-3, Exh. A, §VI.

The procedure for processing individual claims under the Settlement is fair and reasonable, providing for Settlement Class Members to submit their claim forms online or via mail, together with the standard type of supporting documentation, which claims are then reviewed by a neutral and highly experienced Settlement Claim Administrator, JND Legal Administration. *Id.* §§III-IV. As added benefits, the Settlement provides reasonable periods of time for Class Members to cure any deficiencies in their claims, and to seek Attorney Review of any denied claims should he/she disagree with the Claim Administrator's decision. And finally, as explained in more detail in Plaintiffs' Unopposed Motion for Attorneys' Fees, Expenses, and Service Awards, ECF 114, the attorneys' fees requested are also fair and reasonable and were not negotiated until the Parties had already reached agreement on the material terms of this Settlement.

d. Rule 23(e)(2)(C)(ii) – Effectiveness of the "Proposed Method of Distributing Relief" and "the Method of Processing Class-Member Claims"

Under this factor, the Court "scrutinize[s] the method of claims processing to ensure that it facilitates filing legitimate claims" and "should be alert to whether the claims process is unduly demanding." Fed. R. Civ. P. 23 Advisory Comm.'s Notes

to 2018 amendment. The method of distributing relief here is robust and effective, providing Class Members with the ability to file claims easily. Settlement Class Members were provided with a long form Class Notice which included a paper claim form (in addition to the Owner's Manual insert) and contained information about the Settlement benefits that instructed them to visit the Settlement website to obtain further information and submit a claim online. They are also able to submit reimbursement claims through mail. The claims are reviewed and processed by the Settlement Claim Administrator, JND Legal Administration. The claim procedures also provide Settlement Class Members the opportunity to cure any deficiencies in submitted claims, and the ability to request attorney review of denied claims. These procedures all ensure a fair and reasonable claims process. Further, filing a claim is unnecessary to receive extended warranty benefits. These procedures clearly satisfy this factor. *See Hall*, 2019 WL 3996621, at *5.

e. Rule 23(e)(2)(C)(iii) – The Terms and Timing of any Proposed Attorneys' Fee Award

This factor recognizes that "[e]xamination of the attorney-fee provisions may also be valuable in assessing the fairness of the proposed settlement." Fed. R. Civ. P. 23, Advisory Comm.'s Notes to 2018 amendment. Here, the payment of attorneys' fees will not reduce any benefits afforded to the Settlement Class since the fees are being paid by VWGoA separate and apart from the Settlement Class benefits. Any fees approved by the Court will be paid only after the Settlement has

become final, and approval of the Settlement is not conditioned upon an award of any attorneys' fees, or Service Awards.

f. Rule 23(e)(2)(C)(iv) – Any Agreement Required to be Identified Under Rule 23(e)(3)

Rule 23(e)(3) requires settling parties to "file a statement identifying any agreement made in connection with the proposal." There are no agreements other than the Settlement Agreement and the agreement not to object to counsel's request for attorneys' fees and class representative service awards up to the agreed amounts, the latter of which was not entered into until after the Settlement Agreement was fully executed.

g. Rule 23(e)(2)(D) – The Settlement Treats Class Members Equitably to Each Other.

Rule 23(e)(2)(D) requires the Court to consider whether the "proposal treats class members equitably relative to each other." This ensures there is no "inequitable treatment of some class members vis-à-vis others." Fed. R. Civ. P. 23, Adv. Cmt. Note. Here, all Class Members are treated equitably; all current owners and lessees will be entitled to the same warranty extension, and all Settlement Class Members who qualify may be eligible for reimbursement of actual and unreimbursed out-of-pocket costs associated with qualifying past paid repairs. In addition, the instructional video and Owner's Manual insert are available to any Class Member

who wishes to review them, and the Owner's Manual insert has been provided with the Class Notice to all Settlement Class Members applicable to receive it.

While the Settlement does offer each of the Class Representatives—subject to Court approval—a reasonable Service Award of $2,500, this recognizes the important contribution these Plaintiffs have made to the prosecution of this action. See ECF 114-2 at ¶39 (Declaration of James E. Cecchi in Support of Motion for Attorneys' Fees, Reimbursement of Expenses and Class Representative Service Awards, detailing the many actions taken by the Class Representatives in furtherance of the litigation). Because of their efforts and willingness to become involved in this action, hundreds of thousands of absent Settlement Class Members will receive significant benefits from the Settlement. "[S]ubstantial authority exists for the payment of an incentive award to the named plaintiff." *Smith v. Professional Billing & Mgmt. Servs., Inc.*, 2007 WL 4191749, at *3 (D.N.J. Nov. 21, 2007) (citing *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 257 (D.N.J. 2005)). In addition, the proposed Service Award is in line with awards that have been approved in this Circuit. *See, e.g.*, *Weissman v. Philip C. Gutworth, P.A.*, 2015 WL 333465, at *4 (D.N.J. Jan. 23, 2015) ($2,500 service award).

V. THE COURT SHOULD CERTIFY THE PROPOSED CLASS

The Court has already provisionally certified the Class for settlement purposes. ECF 112. Nothing has changed to call the Court's prior conclusions

regarding the Settlement into question. Plaintiffs briefly address the Rule 23(a) and (b) elements below and request that the Court now grant final class certification. The Supreme Court has long acknowledged the propriety of certifying a class solely for settlement purposes. *See, e.g.*, *Amchem Prods, Inc.*, 521 U.S. at 618. In conducting this task, a court's "dominant concern" is "whether a proposed class has sufficient unity so that the absent members can fairly be bound by the decisions of class representatives." *Id.* at 621. To be certified under Rule 23, a putative class must satisfy, by a preponderance of the evidence, each of the four requirements of Rule 23(a) as well as the requirements of one of the three subsections of Rule 23(b). *See, e.g.*, *Wragg v. Ortiz*, 2020 WL 2745247, at *27 (D.N.J. May 27, 2020). The Rule 23 elements for class certification are satisfied here.

A. The Rule 23(a) Requirements are Satisfied.

1. Rule 23(a)(1): Numerosity is Satisfied.

Rule 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "[G]enerally, where the potential number of plaintiffs is likely to exceed forty members, the Rule 23(a) numerosity requirement will be met." *Martinez-Santiago v. Public Storage*, 312 FRD 380, 388 (D.N.J. 2015) (citing *Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 595 (3d Cir. 2012)). With 459,202 Subject Vehicles included, and 644,167

Settlement Class Members, the proposed Settlement Class clearly satisfies the numerosity requirement.

2. Rule 23(a)(2): Commonality is Satisfied.

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." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 369 (2011). In other words, the class's claims must "depend upon a common contention . . . capable of class-wide resolution." *In re Wellbutrin XL Antitrust Litig.*, 282 F.R.D. 126, 137 (E.D. Pa. 2011) (citing *Wal-Mart*, 564 U.S. at 350). "A contention is capable of class- wide resolution if determination of its truth or falsity will resolve an issue that is central to the validity the claims 'in one stroke.'" *Id.* (quoting *Wal-Mart*, 564 U.S. at 350).

The commonality inquiry focuses on the defendant's conduct. *Sullivan*, 667 F.3d at 297. Not all questions of fact and law need to be common if there are common questions at the heart of the case. *Warfarin Sodium*, 391 F.3d at 530 (quotation omitted); *Prudential*, 148 F.3d at 310. "For purposes of Rule 23(a)(2), even a single [common] question will do." *Wal-Mart*, 564 U.S. at 359 (brackets in original; citation omitted).

In provisionally certifying the Settlement Class, this Court appropriately found commonality. *See* ECF 112 at ¶7. The Class Members' claims all involve the same advertising, vehicles, and second row seat latch. And the common questions

in this case include, *inter alia*, whether the seat latch was defective, whether Defendant knew of the alleged defect (and if so, when), and whether it had a legal duty to disclose the defect. These issues are at the heart of the case and are enough to satisfy Rule 23(a)(2) for settlement purposes.

3. Rule 23(a)(3): Typicality is Satisfied.

Rule 23(a)(3) requires that a representative plaintiff's claims be "typical" of those of other class members. "[T]he named plaintiffs' claims must merely be 'typical, in common-sense terms, of the class, thus suggesting that the incentives of the plaintiffs are aligned with those of the class.'" *In re Schering-Plough Corp. ERISA Litig.*, 589 F.3d 585, 598 (3d Cir. 2009). Rule 23(a)(3), however, "does not require that all putative class members share identical claims." *Johnston v. HBO Film Mgmt.*, 265 F.3d 178, 184 (3d Cir. 2001) (emphasis added).[17]

The claims of the Class Representatives and the Settlement Class Members all stem from the same alleged defect in the Settlement Class Vehicles. Typicality is thus established. *See In re NFL Players Concussion Injury Litig.*, 821 F.3d at 428

[17] Representative claims are "typical" if they are reasonably coextensive with those of absent class members and they need not be identical. Indeed, when it is alleged that the defendant engaged in conduct common to all class members, "there is a strong presumption that the claims of the representative parties will be typical of the absent class members." *In re Merck & Co., Vytorin/Zetia Sec. Litig.*, 2012 WL 4482041, at *4 (D.N.J., Sept. 25, 2012) (citation omitted).

(typicality met where plaintiffs "seek recovery under the same legal theories for the same wrongful conduct as the [classes] they represent").

4. Rule 23(a)(4): Adequacy is Satisfied.

The final requirement of Rule 23(a) requires that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). In the Third Circuit, the relevant inquiries are: (1) whether the named plaintiffs have any interests antagonistic with other class members and (2) whether the named plaintiffs' counsel are qualified, experienced, and able to conduct the proposed litigation. *In re Schering-Plough Corp.*, 589 F.3d at 602. The core analysis for the first prong is whether Plaintiffs have interests antagonistic to those of absent members of the Settlement Class. The second prong analyzes the capabilities and performance of Class Counsel based on factors set forth in Rule 23(g). *See Sheinberg v. Sorensen*, 606 F.3d 130, 132 (3d Cir. 2010). Plaintiffs satisfy both prongs.

First, Plaintiffs have no interests "antagonistic" to Settlement Class Members. Plaintiffs seek to hold Defendant accountable for, among other things, consumer protection violations. Plaintiffs have demonstrated their allegiance and commitment to this litigation by consulting with Class Counsel, collecting documents for litigation, reviewing pleadings, and keeping informed of the litigation's progress. Their interests are aligned with the interests of absent Settlement Class Members.

Second, as discussed more extensively in the firm resumes submitted in support of Plaintiffs' motions for preliminary approval of the settlement, Class Counsel are qualified, experienced, and competent in complex class litigation and have established, successful track records in consumer class cases. *See* ECF No. 111-4 to 111-6 (firm resumes). Accordingly, the adequacy requirement is satisfied.

5. The Proposed Class is Ascertainable.

Although not specified in the text of Rule 23, courts—including in this District—imply a prerequisite that the proposed class be ascertainable. *See, e.g.*, *Shelton v. Bledsoe*, 775 F.3d 554, 559 (3d Cir. 2015). The ascertainability inquiry "requir[es] a plaintiff to show that: (1) the class is 'defined with reference to objective criteria'; and (2) there is 'a reliable and administratively feasible mechanism for determining whether putative class members fall within the class definition.'" *Byrd v. Aaron's Inc.*, 784 F.3d 154, 163 (3d Cir. 2015) (citations omitted); *City Select Auto Sales Inc. v. BMW Bank of N. Am. Inc.*, 867 F.3d 434, 439 (3d Cir. 2017).

Here, the Class definition uses objective criteria that make class membership objectively verifiable, and there is a reliable and administratively feasible mechanism through which qualified Settlement Class Members have been identified: vehicles that are specifically identified by Vehicle Identification Number ("VIN") in Exhibit 4 to the Settlement Agreement. *See* ECF 111-3, Exh. A, at § I.V.

B. As Required by Rule 23(b)(3), Common Issues Predominate and Class Adjudication is Superior to Individualized Litigation.

Under Rule 23(b)(3), a class should be certified when common questions of law or fact predominate over individual issues and a class action would be superior to other methods of resolving the controversy. The predominance element "tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem Prods, Inc.*, 521 U.S. at 623. The superiority component requires the court "to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative methods' of adjudication." *Prudential*, 148 F.3d at 316 (citation omitted). Here, the Class readily meets both requirements.

The predominance inquiry focuses on liability issues.[18] The common questions discussed above with respect to the Rule 23(a)(2) commonality element are overarching. Because the Settlement Class Members allege that the same second row seat latch in the Settlement Class Vehicles is defective, and that Defendant knew of and did not disclose it, predominance is satisfied for settlement purposes.

Second, certification of the Class under Rule 23 is "superior to other available methods for the fair and efficient adjudication of the controversy." Fed. R Civ. P. 23(b)(3). The Settlement affords benefits to Class Members who, absent a class

[18] *See, e.g.*, *In re Novo Nordisk Sec. Litig.*, 2020 WL 502176, at *8 (D.N.J. Jan. 31, 2020) ("courts have focused on the claims of liability against defendants.") (citing cases).

settlement, may not have been aware of their legal rights or had too little an incentive to pursue an individual suit. Given the relatively low monetary amount of the individual claims, many would likely result in "negative value" claims. And "negative value" claims—"meaning it costs more to litigate than you would get if you won," *Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.*, 559 U.S. 662, 675 n.7 (2010)—are typically "the most compelling rationale for finding superiority" of class treatment. *Reap v. Cont'l Cas. Co.*, 199 F.R.D. 536, 550 (D.N.J. 2001).[19]

Certification also serves the interest of judicial economy by avoiding multiple similar lawsuits and simultaneously resolves claims affecting hundreds of thousands of vehicles in one proceeding. Even a few duplicative individual suits would needlessly burden the courts and risk inconsistent adjudications. *See In re Neurontin Antitrust Litig.*, 2011 WL 286118, at *11 (D.N.J. Jan. 25, 2011) ("The class action mechanism . . . avoids the specter of inconsistent adjudications.").

Thus, class action treatment is far superior to individual adjudication. Because this is a class certified only for settlement purposes, manageability concerns associated with a litigation class are also irrelevant. *Amchem Prods, Inc.*, 521 U.S.

[19] Indeed, Class Counsel have already devoted significant time and resources to this litigation, including two rounds of pleadings, motions to dismiss, written discovery, document review, work with experts, and engaging in many other significant efforts related to litigation. It is inconceivable that an individual vehicle owner pursuing a purely economic loss case could or would invest the same resources. *Carnegie v. Household Int'l, Inc.*, 376 F.3d 656, 661 (7th Cir. 2004) ("[O]nly a lunatic or a fanatic sues for $30.").

at 620. And the Court recently found the superiority requirement satisfied for certification of the Settlement Class. ECF 112 at ¶7.

C. Proposed Class Counsel Satisfy Rule 23(g).

Under Rule 23(g), a court that certifies a class must appoint class counsel who is charged with fairly and adequately representing the interests of the Class. *See* Fed. R. Civ. P. 23(g). Rule 23(g) focuses on the qualifications of class counsel, complementing the requirement of Rule 23(a)(4) that the representative parties adequately represent the interests of the class members.[20] Although a court may consider proposed class counsel's ability to "fairly and adequately represent the interest of the class," Rule 23(g) specifically instructs a court to consider:

> (i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Fed R. Civ. P. 23(g)(1)(A).

Here, the Court has already found that each firm satisfied Rule 23(g) and appointed the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C., Seeger Weiss LLP, and Hagens Berman Sobol Shapiro LLP, collectively, as Class Counsel

[20] *See Sheinberg*, 606 F.3d at 132-33 ("Although questions concerning the adequacy of class counsel were traditionally analyzed under the aegis of the adequate representation requirement of Rule 23(a)(4) of the Federal Rules of Civil Procedure, those questions have, since 2003, been governed by Rule 23(g).").

for the Settlement Class. ECF 112 ¶4. Exactly the same considerations, extensive efforts, and in-depth knowledge of the subject area that previously supported appointment weigh strongly in favor of finding Class Counsel adequate once again.

VIII. CONCLUSION

For all these reasons, the Court should enter an Order: (1) granting final approval of the Settlement set forth in the Settlement Agreement (the "SA"); (ii) certifying the Settlement Class for settlement purposes only; (iii) granting final appointment of Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone as Settlement Class Representatives and the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C., Seeger Weiss LLP, and Hagens Berman Sobol Shapiro LLP as Settlement Class Counsel; (iv) appointing JND Claim Administration as Settlement Claim Administrator; and (v) entering a final judgment dismissing the action with prejudice.

Dated: July 14, 2025

Respectfully submitted,

CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C.

s/ *James E. Cecchi*

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BEATRIZ TIJERINA, DAVID CONCEPCIÓN, GINA APRILE, THERESA GILLESPIE, TALINA HENDERSON, DIANA FERRARA, LAUREN DALY, SHANE MCDONALD, KASEM CUROVIC, CHRISTA CALLAHAN, ERICA UPSHUR, JOHNNIE MOUTRA, JENNIFER TOLBERT, DEREK LOWE, PHILLIP HOOKS, and DELIA MASONE, Individually and on behalf of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF AMERICA, INC.
and VOLKSWAGEN AKTIENGESELLSCHAFT,

Defendants.

Case No.: 2:21-cv-18755-BRM-LDW

DECLARATION OF JAMES E. CECCHI IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL

I, James E. Cecchi, declare and state as follows:

1. I am a Partner of Carella Byrne Cecchi Brody & Agnello, P.C. and counsel for Plaintiffs in this case. This Declaration is based on my personal knowledge, and if called upon to do so, I could and would testify competently thereto.

2. This declaration is submitted in support of Plaintiffs' Motion for Final Approval. I have personally participated in all material aspects of this action, including the negotiations that produced the Settlement.

3. Class Counsel in this case – Carella, Byrne, Cecchi, Brody & Agnello, P.C., Seeger Weiss LLP, and Hagens Berman Sobol Shapiro LLP – are all firms with extensive experience in prosecuting complex consumer class actions and other complex litigation in this District and around the country.

4. Due to the factual and legal complexities involved in this case, continued litigation necessarily would be extremely expensive and time-consuming. Absent a settlement, the Parties would have engaged in substantial factual and expert discovery around the country as well as significant motion practice.

5. Trial would involve extensive pretrial motions involving complex questions of law and fact, and the trial itself would be lengthy and complicated, and the result is uncertain.

6. Even if Plaintiffs were successful, the result could potentially be less than the very significant benefits afforded by this Settlement, and the Defendant would undoubtedly appeal an adverse judgment, adding further time to a final resolution of this matter if it were litigated.

7. Attached is a true and correct copy of the Declaration of Lara Jarjoura on Exclusion Requests and Settlement Notice Administration dated July 14, 2025.

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

Executed on July 14, 2025, in Roseland, New Jersey.

_____*/s/ James E. Cecchi*_____
James E. Cecchi

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

BEATRIZ TIJERINA, DAVID CONCEPCIÓN, GINA APRILE, THERESA GILLESPIE, TALINA HENDERSON, DIANA FERRARA, LAUREN DALY, SHANE MCDONALD, KASEM CUROVIC, CHRISTA CALLAHAN, ERICA UPSHUR, JOHNNIE MOUTRA, JENNIFER TOLBERT, DEREK LOWE, PHILLIP HOOKS, and DELIA MASONE, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, vs. VOLKSWAGEN GROUP OF AMERICA, INC., and VOLKSWAGEN AKTIENGESELLSCHAFT, Defendants.	Case No.: 2:21-cv-18755-BRM DECLARATION OF LARA JARJOURA ON EXCLUSION REQUESTS AND SETTLEMENT NOTICE ADMINISTRATION

I, **Lara Jarjoura**, declare and state as follows:

1. I am a Vice President at 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.

2. 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.

3. JND is serving as the Claim Administrator in the above-captioned matter, pursuant to the Court's Order Granting Preliminary Approval of Class Action Settlement ("Order") dated February 10, 2025.

4. I previously submitted the Declaration of Lara Jarjoura on Settlement Notice Administration, filed June 16, 2025, Docket No. 114-3 ("Notice Declaration"). I submit this Declaration to update the Court regarding the implementation of the Class Notice Plan.[1]

CAFA NOTICE

5. On November 22, 2024, JND mailed notice of the *Tijerina, et al. v. Volkswagen Group of America, Inc., et al.* Settlement to the United States Attorney General and to the appropriate officials in all 50 U.S. states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands pursuant to the Class Action Fairness Act of 2005. JND has not received any objection or other contact from any Attorney General or other official with respect to this matter.

DIRECT MAIL NOTICE

6. On May 21, 2025, JND mailed the Court-approved Notice to 644,167 Settlement Class Members. Each Notice included a blank Claim Form. For 256,539 Settlement Class Members who are current owners or lessees of model year 2018-2023 Settlement Class Vehicles with production dates prior to and including February 18, 2022, an Owner's Manual ("OM") Insert was included with the Notice and Claim Form.

7. As of the date of this Declaration, JND has received 35,010 Notices returned as undeliverable. Of the 35,010 undeliverable Notices, 11,104 Notices were remailed to forwarding addressed provided by USPS, and 10,902 Notices were remailed to updated addresses obtained through advanced address research. JND will continue to track all Notices returned undeliverable by the USPS and will promptly remail Notices that are returned with a forwarding address. In addition, JND will also take reasonable efforts to research and determine

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

if it is possible to reach a Settlement Class Member for whom a Notice is returned without a forwarding address, either by mailing to a more recent mailing address or using available advanced address search tools to identify a new mailing address by which the potential Settlement Class Member may be reached.

SETTLEMENT WEBSITE

8. As of the date of this Declaration, the Settlement Website has tracked 9,510 unique users with 13,827 page views. JND will continue to maintain the Settlement Website throughout the administration process.

9. As of the date of this Declaration, JND has received and responded to 93 email communications at the Settlement Email Address. JND will continue to maintain the Settlement Email Address throughout the Settlement administration process.

TOLL-FREE TELEPHONE NUMBER

10. As of the date of this Declaration, the toll-free number has received 773 calls. JND will continue to maintain the toll-free number and assist Settlement Class Members through the Settlement administration process.

CLAIMS FOR REIMBURSEMENT

11. The Class Notice informed Settlement Class Members that they must submit a Claim Form (online or postmarked) and other supporting documents no later than August 4, 2025 if they are seeking reimbursement for past paid out of pocket expenses incurred for the repair or replacement of a failed or malfunctioning second row seat latching mechanism.

12. As of the date of this Declaration, JND has received 360 Claim Forms. JND will process and report to Counsel any Claim Forms and documentation that are received.

REQUESTS FOR EXCLUSION

13. The Class 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, class counsel and defense counsel, postmarked on or before July 7, 2025.

14. As of the date of this Declaration, JND has received 95 exclusion requests. Attached as Exhibit A is a list of all individuals that submitted exclusion requests to JND. In accordance with the Settlement Agreement, JND will update the Parties if any additional timely or untimely exclusion requests are received, and the Parties will report to the Court whether the exclusion requests are complete.

OBJECTIONS

15. The Class 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 July 7, 2025.

16. As of the date of this Declaration, JND is not aware of any objections.

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 July 14, 2025 at Seattle, Washington.

Lara Jarjoura
LARA JARJOURA

EXHIBIT A

JND LEGAL ADMINISTRATION

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY
Tijerina, et al. v. Volkswagen Group of America, Inc., et al.
Case No. 2:21-cv-18755-BRM-LDW

JND ID	NAME	LAST 4 OF VIN	POSTMARK DATE
NS28M7TD54	CLAYTON LEI SEGUNDO SR	5566	6/3/2025
NFE635BHL9	IKHUOYA BRAIMAH	5221	6/28/2025
NFE635BHL9	LEE LYLES	5221	6/28/2025
NK6DJTAFSE	KENDALL WALTER	8424	6/9/2025
N8AKUG3M27	EUROCLASS MOTORS INC	2702	6/11/2025
N862WJXNBD	PATRICIA WEST	9160	6/11/2025
NS7BL4X26Z	PAUL BANDUCCI	8143	6/12/2025
NCYFMR493B	LOIS HOLLAND	5348	6/13/2025
NQSKZDYHT7	MELODIE MORGAN	6699	6/14/2025
NWNZQYA7EU	JOSE CALDERON	7817	6/16/2025
N8KDFMEWZ3	RICHARD PAYNTER	6174	6/16/2025
N793E64CKU	MATTHEW STEVENS	8283	6/17/2025
NGMW23Q8RK	STEPHANIE KLINE-TISSI	3588	6/21/2025
NGMW23Q8RK	BRADLEY TISSI	3588	6/21/2025
NZSPGQ8NK7	WILLIAM CURTIS	7421	6/23/2025
NZSPGQ8NK7	LE CURTIS	7421	6/23/2025
NTSQBUVPCJ	MARLENE ARELLANES	2478	6/23/2025
NWRFNL9JAB	JEFFREY HAISLIP	0561	6/23/2025
NWRFNL9JAB	KATTEY HAISLIP	0561	6/23/2025
NB5TUYRMJ7	KAYLA MATLOCK	0794	6/23/2025
N6Y7X9HUCR	JUSTIN MANGOLD	4166	6/23/2025
N6Y7X9HUCR	ANNA GARCIA	4166	6/23/2025
NCDB97PHEM	GUSTAVO SANDOVAL	3467	6/23/2025
NXYWU9VMFB	SARAH GALLAGHER	5720	6/27/2025
N2NL64FAZW	KELSEY L SMITH	0329	7/1/2025
NHGK9NFPJD	HEATHER BLUHM	7704	7/2/2025
NSEBKTF5AV	ALMA GUTIERREZ	0185	7/2/2025
NKZAHSW6UM	JORGE PRADO JR	7168	7/2/2025
NKPDC4Q2RW	ALBERT LOVINGOOD	7491	7/2/2025
NKPDC4Q2RW	DENNIS SARNO	7491	7/2/2025
NRZDA9ETPU	HEE LIM	1343	7/3/2025
NLD37E9K4Q	CHRISTOPHER L MASI	8099	7/8/2025
N758MTYEGB	SCOTT G SMITH	2334	7/8/2025
NVMRHFQABK	TRACIE E VOLLGRAF	6023	7/8/2025
N7U435QPXS	PAUL GUERRERO	0302	7/8/2025
N2SE8A54XD	ROBERTO CERVANTES	8878	7/8/2025

NJWYZ8EL7D	VANESSA NICHOLSON	3935	7/8/22025
NS42QMHDLB	NEIDA GALVAN	2863	7/8/2025
NGES7N5UWB	AMIR SAROFIEM	7815	7/8/2025
NXW2EZJ7NS	BLANCA GONZALEZ	1813	7/8/2025
N5LXEA6ZUR	BIANCA CARDENAS	1997	7/8/2025
NRH93JMD8A	CYNTHIA RAYGOZA	5902	7/8/2025
NGF4SULEZN	FRANCIS HADLEY	3262	7/8/2025
NSG39MJVPT	GUADALUPE RODRIGUEZ	1159	7/8/2025
NWZESUBH69	HAGOP KABAYAN	6688	7/8/2025
N9JCAD4LMR	ISMAEL LANDRAUPEREZ	8231	7/8/2025
NGW6BT47R8	JESUS VALENCIA	0408	7/8/2025
NFEX56Q7MV	STEVEN PELLOT	6490	7/8/2025
NA8TCFZYXW	MARSHALL EIRING	0443	7/8/2025
N3QM7THL64	MARIA RAMOS	9844	7/8/2025
NKTBZV8P3Y	MARIO HUDSON	1707	7/8/2025
N3SYGMF9DB	RICARDO NUNEZ	2599	7/8/2025
N48YK57PTD	MOHAMMAD SHAFI	6526	7/8/2025
NA2LBMHJES	VICTORIA MILLER	1890	7/8/2025
NV6C2QHYWN	ELMER CHVEZ	8875	7/8/2025
NHTG3PSWBR	BEATRIZ DIAZ	4742	7/8/2025
N97USDAMKP	ALEXANDRA SOUTH	4513	7/8/2025
N57AV3UH68	ANA MARTINEZ	2495	7/8/2025
N3745AH2RK	BANNA APARICIO	4315	7/8/2025
N3KGVRZT7N	ASHLEY HARRIS	8039	7/8/2025
NZXV4B57UJ	BRADLEY JONKO	7058	7/8/2025
NC2LVH8ADN	CHRISTOPHER CALDERON	4424	7/8/2025
NUJKMWTPGR	CHRISTOPHER MASI	8099	7/8/2025
N5AML348KY	DANILO DAVID	1751	7/8/2025
NM5LB8S73W	DAVID EGNER	3914	7/8/2025
N4FDZ2PAS8	JON ELLIOT SILBER	8275	7/8/2025
NNBQM842WJ	EDUARDO CARBAJAL	1632	7/8/2025
N64H9UREXV	ERIC VIETH	4214	7/8/2025
NPSQ73VWRA	ERIC FIGUEROA	8094	7/8/2025
NL6VPJGDKC	FRANK DEGAETANO	7885	7/8/2025
N2FEX9365H	GARRETT MASCIEL	5145	7/8/2025
ND3ZQ4LG8U	GOBI RAHIMI	5138	7/8/2025
NFMZNTXV6K	ISRAEL LOZANO RODRIGUEZ	6636	7/8/2025
NUZ93LD2GA	JAMES MELLINGER	1940	7/8/2025
N84NKRSXM3	JOE CASANOVA	1124	7/8/2025
NV5P6FLQ4A	JONATHAN MACIAS	6256	7/8/2025
NANE34XFBV	KARLA AYALA	8993	7/8/2025
NQAN6KUPSR	MARIAM SHAIR	9567	7/8/2025
N5DG2CPVWN	MELISSA NIEVES	2447	7/8/2025
N7ZMT4ULRS	MILDRED RANDLE	0880	7/8/2025
NSUB2D5YAH	NICHOLAS JAMES	8324	7/8/2025
NZ3P5VDAQT	RACHEL SCRUGGS	8676	7/8/2025
NLFHDREW93	RICARDO PADILLA	9403	7/8/2025
NDTNKM2WXB	ROBERT KELLY	5878	7/8/2025

N4A5TEVXCL	PHOEBE TAWADROS SARKISSIAN	5543	7/8/2025
NVMRHFQABK	TRACIE VOLLGRAF	6023	7/8/2025
NY2TA87NEL	CAROLE KARON	3754	7/8/2025
NXF9V5ER3C	ALBERT LOMELLI	5293	7/8/2025
NEHW6UYSTA	ANDRANIK AYKAZYAN	2366	7/8/2025
N758MTYEGB	SCOTT SMITH	2334	7/8/2025
N9FUSNJPEL	ELIANA VALLEJO	2542	7/8/2025
NBRDMQAHUE	FERNANDO CABRERA	8491	7/8/2025
NYVA89ZUPR	RAYMOND SMITH	2022	7/8/2025
NQ2Z4J9T8C	TERESA SEGURA	6587	7/8/2025
NLD37E9K4Q	REBECCA BOSSMASI	6094	7/8/2025