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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARILYN EZZES, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. VINTAGE WINE ESTATES, INC., PATRICK RONEY, KATHERINE DEVILLERS, and KRISTINA JOHNSTON, Defendants.	Case No. 2:22-cv-01915-GMN-DJA **PLAINTIFFS' NOTICE OF UNOPPOSED MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAN OF ALLOCATION AND MEMORANDUM OF LAW IN SUPPORT THEREOF** Hearing Date: September 22, 2026 Time: 10:00 a.m. Location: Courtroom 7-D Judge: Hon. Gloria M. Navarro

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NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAN OF ALLOCATION

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and the Court's Order Preliminarily Approving Settlement and Providing for Notice ("Preliminary Approval Order," ECF No. 122), on September 22, 2026, at 10:00 a.m., before the Honorable Gloria M. Navarro, in Courtroom 7-D at the United States District Court for the District of Nevada, Lloyd D. George Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89101, Court-appointed lead plaintiffs Marilyn Ezzes and Jeffrey A. Davies ("Lead Plaintiffs") and additional named plaintiff Michael F. Salbenblatt (collectively, with Lead Plaintiffs, "Plaintiffs") will, and hereby do, move the Court for an Order: (1) finally certifying the Settlement Class; (2) granting final approval of the Settlement in the above-captioned action (the "Action") on the terms set forth in the Stipulation; and (3) approving the proposed Plan of Allocation for distribution of the Net Settlement Fund.[1]

This Motion is based on the following Memorandum of Law; the Sadler Declaration and exhibits thereto, including the Declaration of Josephine Bravata Concerning: (A) Mailing/Emailing of the Notice; (B) Publication of the Summary Notice; and (C) Report on Requests for Exclusion and Objections (Ex. 6, "Bravata Decl."); the Stipulation; all prior pleadings and papers in this Action; and such additional information or argument as may be required by the Court.[2]

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[1] Unless otherwise defined herein, all capitalized terms have the meanings set forth in the Stipulation and Agreement of Settlement dated April 24, 2026 (ECF No. 119-2), or the concurrently filed Declaration of Casey E. Sadler in Support of (I) Plaintiffs' Motion for Final Approval of Class Action Settlement and Plan of Allocation, and (II) Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses ("Sadler Declaration" or "Sadler Decl."). Citations herein to "¶__" and "Ex. __" refer, respectively, to paragraphs in, and exhibits to, the Sadler Declaration. Unless otherwise indicated, all citations and internal quotation marks are omitted and all emphasis is added.

[2] Lead Counsel conferred with Defendants' Counsel with respect to this motion. Defendants' Counsel have authorized Lead Counsel to represent that Defendants do not oppose this motion.

MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAN OF ALLOCATION

Plaintiffs, individually and on behalf of all members of the proposed Settlement Class, submit this memorandum of law in support of their Unopposed Motion for Final Approval of Class Action Settlement, which seeks (i) final approval of the Settlement, and (ii) approval of the proposed Plan of Allocation.

I. PRELIMINARY STATEMENT

After more than three years of vigorous litigation, Plaintiffs seek final approval of their agreement with Defendants[3] to settle this Action, in its entirety, for a non-reversionary cash payment of $7,500,000 (the "Settlement Amount"). The Settlement is an excellent result for the Settlement Class, and was obtained through a procedurally fair mediation process. Indeed, the recovery equates to approximately 29.2% of the maximum estimated damages, which is more than five (5) times the median recovery in securities class actions with similar damages, and the Settlement Amount is the result of a mediator's recommendation. Accordingly, under the circumstances of this Action, which included the bankruptcy of Vintage Wine Estates, Inc. ("Vintage Wine" or the "Company"), the $7.5 million recovery is fair, reasonable, and adequate, and warrants the Court's approval.

A. Procedural History of the Action

On September 13, 2022, after the close of trading, Vintage Wine disclosed, among other things, that it had recorded $19.1 million in inventory adjustments. The next day, on September 14, 2022, the price of Vintage Wine stock fell 40.3% on unusually heavy trading volume.

On November 14, 2022, plaintiff Marilyn Ezzes brought this action against Vintage Wine, the Company's former CEO (Patrick Roney), and two of its former CFOs (Katherine DeVillers and Kristina Johnston). ECF No. 1. On November 28, 2022, a second putative securities class action was brought based on similar claims by plaintiff Michael Salbenblatt. The two actions were consolidated on February 14, 2023, and the Court appointed movants Marilyn Ezzes and Jeffrey A. Davies to serve as Lead Plaintiffs. ECF No. 22. By agreement, Lead Plaintiffs Ezzes and Davies

[3] Defendants are Patrick Roney, Katherine DeVillers and Kristina Johnston (collectively, "Defendants"; and together with Plaintiffs, the "Parties").

continued to jointly investigate and litigate the Action together with additional plaintiff Michael Salbenblatt. Plaintiffs filed an amended complaint on May 1, 2023 (the "First Amended Complaint"), which included allegations concerning corrective disclosures on February 8, 2023, delayed Securities and Exchange Commission ("SEC") reporting, forthcoming financial restatements, and the removal of the Company's founder and CEO, Defendant Patrick Roney, from his positions of leadership at the Company. ECF No. 36. Defendants moved to dismiss and Plaintiffs opposed. The First Amended Complaint was dismissed without prejudice on March 1, 2024, with the Court finding the facts alleged failed to provide a strong inference of scienter. ECF No. 45 (reported at *Ezzes v. Vintage Wine Estates, Inc.*, 2024 WL 895018 (D. Nev. March 1, 2024)).

Plaintiffs filed the operative complaint (the "Second Amended Complaint") on April 5, 2024. ECF No. 48. Defendants moved to dismiss, Plaintiffs again opposed, and briefing on that motion was completed on July 12, 2024. *See* ECF Nos. 50, 54, and 57.

On July 24, 2024, while the motion was pending, defendant Vintage Wine filed a notice of bankruptcy, and Plaintiffs subsequently voluntarily dismissed their claims only as to the Company. *See* ECF Nos. 58-59. On December 13, 2024, the Court denied Defendants' motion to dismiss the Second Amended Complaint, finding Plaintiffs had adequately alleged claims strong enough to satisfy the heightened pleading standards of the Private Securities Litigation Reform Act ("PSLRA"), 15 U.S.C. § 78u-4(b). ECF No. 61 (reported at *Ezzes v. Vintage Wine Estates, Inc.*, 2024 WL 5689745 (D. Nev. Dec. 13, 2024)).

The operative complaint alleges claims against Defendants under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as well as SEC Rule 10b-5, on behalf of a putative class consisting of all individuals and entities that purchased the publicly traded common stock of Vintage Wine between October 13, 2021, and February 8, 2023, inclusive, and were damaged thereby. Specifically, Plaintiffs allege that Defendants misled investors concerning their failure to take significant measures to remediate disclosed material weaknesses concerning inventory balances, that because of the mismanagement of inventory, Vintage Wine's reported inventory did not accurately reflect the value of inventory that was damaged and/or destroyed, and so, the Company's inventory balances were overstated. ECF No. 48. Plaintiffs also alleged that Defendants knew or recklessly disregarded information showing the Company's inventory figures were likely inaccurate, yet they still issued inventory results without disclosing this fact. *Id*.

The Second Amended Complaint relied, in part, on statements attributed to former employees serving as confidential witnesses who confirmed the Individual Defendants were aware of both the endemic issues with Vintage Wine's inventory management systems and the Company's inability to maintain accurate records of its inventory – the direct result of which was the restatement of the Company's financial results. *Id*.

Following the denial of the motion to dismiss and the start of discovery, on April 3, 2025, Lead Counsel and Defendants' counsel participated in a full-day, in-person mediation session with their agreed mediator, Jed Melnick, Esq., of JAMS, a well-respected mediator of complex cases.[4] In advance of that session, the Parties exchanged, and provided to Mr. Melnick, detailed mediation statements and exhibits, which addressed the issues of both liability and damages. The session ended without an agreement being reached.

With the denial of the motion to dismiss, the Court lifted the automatic stay of discovery imposed by the PSLRA. *See* 15 U.S.C. § 78u-4(b)(3)(B). On May 9, 2025, the Parties' joint discovery plan was approved by the Court. ECF No. 83. And, the Parties negotiated, and, subject to some modifications, the Court approved, a Stipulated Protective Order Governing the Production, Exchange, and Filing of Confidential Information. ECF Nos. 84-85.

Between May 2025 and December 2025, the Parties conducted far-reaching discovery. The Parties exchanged interrogatories and requests for document production. ¶¶24-25. Plaintiffs produced records of transactions in Vintage Wine securities to Defendants. ¶25. Defendants produced more than 149,000 documents (totaling more than 515,000 pages) to Plaintiffs, including emails, text messages, and business records. ¶24. The Parties also engaged in extensive third-party discovery, including issuing subpoenas *duces tecum* to the Company's former auditors and the Company's trustee in bankruptcy. ¶26. Plaintiffs obtained from the trustee a copy of a document

[4] *See Brightk Consulting Inc. v. BMW of N. Am., LLC*, 2023 WL 2347446, at *6 (C.D. Cal. Jan. 3, 2023) (noting that Mr. Melnick is "an experienced complex business litigation mediator who has resolved over 1,000 disputes in his career.").

production that the Company previously made in response to two SEC subpoenas, which consisted of roughly 77,000 documents. *Id*. Plaintiffs later obtained another 3.1 million documents from the Company's liquidating trustee. *Id*.

The scope of discovery was fiercely contested. Defendants served their first set of interrogatories and requests for production of documents on May 23, 2025, and Plaintiffs served their responses and objections on June 23, 2025. The Parties engaged in a letter writing campaign to negotiate these requests: Defendants wrote letters on July 2, 2025, and August 6, 2025, and Plaintiffs wrote letters on July 14, 2025, and August 13, 2025. ¶25. The Parties held a meet-and-confer on numerous issues on September 3, 2025, including Defendants' first set of document requests, and there were further letters following that, including on September 5, 2025, and September 12, 2025. *Id*. Plaintiffs amended their responses and objections to the first interrogatories on September 19, 2025. *Id*. Defendants moved to compel on November 24, 2025. *Id*. The motion was fully briefed, but remained pending, at the time the agreement in principle to settle the Action was reached. *Id*.

The Parties participated in a second in-person mediation session with their mediator, Jed D. Melnick, Esq. of JAMS, on December 3, 2025, in White Plains, New York. ECF No. 107. Before the mediation session the Parties exchanged, and provided to Mr. Melnick, briefs detailing their respective positions on the strengths and weaknesses of their claims and defenses. ¶27. The full-day in-person mediation session did not result in an agreement to settle the Action, but the Parties continued settlement discussions with the mediator in the weeks thereafter while simultaneously litigating the case. *Id*.

The mediator ultimately issued a proposal to settle the Action for $7.5 million, which all Parties accepted. *Id*. The Settlement was reached with all Parties well informed and well positioned to evaluate the risks and advantages of Settlement as compared to continuing litigation.

B. The Settlement and Notice Process

After reaching an agreement to settle in principle, the essential terms and conditions of the Settlement were memorialized in a binding and enforceable Term Sheet ("Term Sheet"), which the

Parties executed on January 9, 2026. Thereafter, the Parties negotiated the Stipulation of Settlement and exhibits thereto. The Stipulation was executed on April 24, 2026.

Pursuant to the Stipulation, the Parties agree to, among other things, settle and release all Released Plaintiffs' Claims as against the Released Defendants' Parties in return for a non-reversionary cash payment by or on behalf of Defendants of $7,500,000 for the benefit of the Settlement Class, subject to certain terms and conditions.

Following the Court's grant of preliminary approval, pursuant to the Stipulation, Defendants caused their D&O Insurers to pay the Settlement Amount into an Escrow Account for the benefit of Settlement Class Members. Pursuant to the Preliminary Approval Order, the appointed Claims Administrator (Strategic Claims Services) provided either Postcard Notice, or notice via email including a link to the Notice and Claim Form (collectively, the "Notice Packet"), to those Settlement Class Members as could be identified through reasonable effort, and posted downloadable copies of the Stipulation, Notice, Claim Form and Preliminary Approval Order online at www.VintageWineSecuritiesSettlement.com (the "Settlement Website"). ¶¶60-69 & Ex. 6 (Bravata Decl.) at ¶¶3-9. Additionally, the Summary Notice was published in *Investor's Business Daily* and transmitted via *PR Newswire*. ¶68 & Ex. 6 (Bravata Decl.) at ¶10.

After claims processing is complete, Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order, which will, *inter alia*: (a) approve the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; and (b) if the Effective Date has occurred, direct payment of the Net Settlement Fund according to the Plan of Allocation to Authorized Claimants. *See* Stipulation, ¶26.

II. LEGAL STANDARD

Rule 23(e)(2) requires a judicial finding that a settlement is "fair, reasonable, and adequate" as a condition of final approval. *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1120-21 (9th Cir. 2020). Whether to grant such approval lies within the sound discretion of the district court, *see Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992), guided by the Ninth Circuit's strong "[j]udicial policy [that] favors settlement in class actions." *Velazquez v. Int'l Marine & Indus.*

Applicators, LLC, 2018 WL 828199, at *4 (S.D. Cal. Feb. 9, 2018). As amended, Rule 23(e)(2) provides that a court should consider whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorneys' fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Consistent with this guidance, the Ninth Circuit has long identified a set of "overlapping" factors to be considered when evaluating a proposed settlement known as the *Churchill* factors.[5] *See Karl v. Zimmer Biomet Holdings, Inc.*, 2022 WL 658970, at *1 (N.D. Cal. Mar. 4, 2022). The Ninth Circuit "recently explained that the final fairness assessment must analyze the eight *Churchill* factors: (1) the strength of the plaintiff's case; (2) the suit's risk, expense, complexity, and the likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant (if any); and (8) the reaction of the class members to the proposed settlement." *Id.* (citing *Kim v. Allison*, 8 F.4th 1170, 1178–79 (9th Cir. 2021)). "District courts may consider some or all of these factors,"

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[5] *Churchill Vill. v. Gen. Elec.*, 361 F.3d 566 (9th Cir. 2004). These factors are also sometimes referred to as the "*Hanlon* factors" after *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998). The Advisory Committee notes clarify that Rule 23's factors "are not intended to 'displace' any factors currently used by the courts," such as the *Churchill* factors, "but instead aim to focus the court and attorneys on 'the core concerns of procedure and substance that should guide the decision whether to approve the proposal.'" *In re Extreme Networks, Inc. Sec. Litig.*, 2019 WL 3290770, at *6 (N.D. Cal. July 22, 2019) (quoting Advisory Committee Notes to 2018 Amendments, Fed. R. Civ. P. 23(e)(2)).

Campbell, 951 F.3d at 1121, and "different factors may predominate in different factual contexts," *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993). Courts should also determine whether notice of the settlement was adequate. *In re Aqua Metals, Inc. Sec. Litig.*, 2022 WL 612804, at *5 (N.D. Cal. Mar. 2, 2022).

"Generally, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." *Franco v. E-3 Sys.*, 2021 WL 2333851, at *5 (N.D. Cal. June 8, 2021) (quoting *Ching v. Siemens Indus., Inc.*, 2014 WL 2926210, at *4 (N.D. Cal. June 27, 2014)). As the Ninth Circuit has explained, a court's review of a private agreement to settle a lawsuit "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982).

III. THE SETTLEMENT WARRANTS FINAL APPROVAL

A. Lead Plaintiffs and Lead Counsel Have Adequately Represented the Class and the Settlement Results from Arm's-Length Negotiations

The considerations of the first two Rule 23(e)(2) factors – adequacy of representation and whether the settlement is the product of arm's length negotiations, *see* Fed. R. Civ. P. 23(e)(2)(A)-(B) – "overlap with certain [*Churchill*] factors, such as the non-collusive nature of negotiations, the extent of discovery completed, and the stage of proceedings." *Extreme Networks*, 2019 WL 3290770, at *7; *see also Ochinero v. Ladera Lending, Inc.*, 2021 WL 4460334, at *4 (C.D. Cal. July 19, 2021) ("Th[e adequacy] analysis includes 'the nature and amount of discovery' undertaken in the litigation.") (quoting Rule 23(e)(2)(A) advisory committee's note to 2018 amendment).

Here, Plaintiffs and Plaintiffs' Counsel were zealous advocates for the Settlement Class, litigated the case to a sufficiently developed intermediate stage, and agreed to settle from a fully informed position. Plaintiffs' claims were typical of those of the Settlement Class and they shared the Settlement Class's interest in maximizing recovery. *Mild v. PPG Indus., Inc.*, 2019 WL 3345714, at *3 (C.D. Cal. July 25, 2019) ("Because Plaintiff's claims are typical of and coextensive with the claims of the Settlement Class, his interest in obtaining the largest possible recovery is aligned with the interests of the rest of the Settlement Class members."). Plaintiffs do not have "any interests in conflict with those of the Settlement Class" and Plaintiffs retained "qualified counsel, [Glancy Prongay Wolke & Rotter LLP], who are experienced securities litigators who have litigated numerous securities class actions on behalf of stakeholders in district courts throughout the country." *Cullen v. RYVYL Inc.*, 2025 WL 3731036, at *6 (S.D. Cal. Dec. 19, 2025); *see also In re Lyft Inc. Sec. Litig.*, 2023 WL 5068504, at *12 (N.D. Cal. Aug. 7, 2023) (determining that Block & Leviton "litigated this case skillfully and professionally"); Exs. 7-C & 8-C (firm résumés of Glancy Prongay Wolke & Rotter LLP and Block & Leviton LLP, respectively).[6] Furthermore, Plaintiffs contributed to the litigation by overseeing counsel, staying apprised of developments in the case, providing Plaintiffs' Counsel with information and materials regarding their investment, responding to document requests and interrogatories, and conferring with counsel throughout the litigation, including in connection with settlement negotiations. *See* ¶110.[7]

Plaintiffs' Counsel adeptly litigated the Settlement Class's claims. Among other things, Plaintiffs' Counsel: extensively investigated the claims at issue, drafted two detailed Amended Complaints; litigated two rounds of briefing on successive motions to dismiss; engaged in comprehensive document and written discovery involving more than 3.1 million documents from Defendants and third-parties; drafted and exchanged detailed mediation statements; attended two full-day mediation sessions; engaged in protracted, extensive negotiations about the precise terms of the Settlement; and persuaded the Court to grant preliminary approval. *See* ¶¶11-32.

Plaintiffs' and Plaintiffs' Counsel's vigorous prosecution of the case allowed them to reach a well-informed settlement with Defendants after years of litigation. When the Parties agreed in principle to settle this action, Plaintiffs' Counsel had obtained millions of documents. *See In re*

[6] Glancy Prongay Wolke & Rotter LLP was formerly known as Glancy Prongay & Murray LLP. *See* ECF No. 109.

[7] Moreover, the Rule 23(e)(2)(A) adequacy analysis "is 'redundant of the requirements of Rule 23(a)(4) and Rule 23(g), respectively.'" *Hudson v. Libre Tech. Inc.*, 2020 WL 2467060, at *5 (S.D. Cal. May 13, 2020) (quoting *Newberg on Class Actions* § 13:48 (5th ed.)). Because the Court has already determined that Plaintiffs and Lead Counsel are adequate representatives of the Class, *see* ECF No. 122, "the adequacy factor under Rule 23(e)(2)(A) is also met." *Hudson*, 2020 WL 2467060, at *5.

Omnivision Techs., Inc., 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (holding that plaintiffs' "substantive review of the tens of thousands of documents" indicated that plaintiffs had "enough information to make informed decisions."). Plaintiffs and Plaintiffs' Counsel therefore "had sufficient information to make an informed decision about the merits of the case." *Vataj v. Johnson*, 2021 WL 5161927, at *7 (N.D. Cal. Nov. 5, 2021).

Successive rounds of briefing on multiple motions to dismiss and multiple hotly contested mediation sessions also weigh in favor of finding the Class was adequately represented. *See Aqua Metals*, 2022 WL 612804, at *6 (finding parties had substantial grounds to assess likelihood of success "after over three years of litigation and hard-fought negotiations"). The extensive motion practice and discovery provided Plaintiffs and Plaintiffs' Counsel with a strong foundation to assess the relative strengths and weaknesses of the Class's position, and by extension to adequately represent the Class's interests once formal settlement negotiations began.

Additionally, Plaintiffs and Plaintiffs' Counsel conducted settlement negotiations at arm's-length within the meaning of Fed. R. Civ. P. 23(e)(2)(B). *See, e.g., In re China Med. Corp. Sec. Litig.*, 2014 WL 12581781, at *5 (C.D. Cal. Jan. 7, 2014) ("Mr. Melnick's involvement in the settlement supports the argument that it is non-collusive."); *see also Lusk v. Five Guys Enterprises LLC*, 2022 WL 4791923, at *9 (E.D. Cal. Sept. 30, 2022) ("The fact … that the Settlement is based on a mediator's proposal further supports a finding that the settlement agreement is not the product of collusion."). The Settlement was recommended by experienced counsel who had undertaken "sufficient discovery that enabled counsel to make educated decisions about the strengths and weaknesses of the case." *Lymburner v. U.S. Fin. Funding, Inc.*, 2012 WL 398816, at *3 (N.D. Cal. Feb. 7, 2012). These facts additionally support adequacy.

In addition to the settlement process being fair, the Settlement Amount was reached at the recommendation of an experienced mediator. *Satchell v. Fed. Express Corp.*, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007) ("The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive."); *La Fleur v. Med. Mgmt. Int'l, Inc.*, 2014 WL 2967475, at *4 (C.D. Cal. June 25, 2014) ("Settlements reached with the help of a mediator are likely non-collusive."); *Roberti v. OSI Sys, Inc.*, 2015 WL 8329916, at *3 (C.D. Cal. Dec. 8, 2015)

("[A]ssistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive."); *Ochinero*, 2021 WL 4460334, at *5 ("[T]he involvement of a neutral or court-affiliated mediator or facilitator in [settlement] negotiations may bear on whether th[ose] [negotiations] were conducted in a manner that would protect and further the class interests.") (quoting Fed. R. Civ. P. 23(e) advisory committee's note to 2018 amendment) (alterations in original). Participation in candid mediations contributed to the Parties' familiarity with one another's positions and strategies. *See Kuraica v. Dropbox, Inc.*, 2021 WL 5826228, at *5 (N.D. Cal. Dec. 8, 2021).

And, notably, the first mediation was unsuccessful. *See* ¶21. Indeed, that the Parties still could not reach an agreement until several weeks after a second full-day session conducted with the help of the mediator, strongly suggests that the terms of their decision to resolve this Action represents an amount that factors in both the risks of continued litigation and the objective of maximizing the recovery for the Settlement Class. *See Roberti*, 2015 WL 8329916, at *3 (approving securities settlement where mediated negotiations continued for weeks and resulted in a mediator's recommendation); *Daniels v. Aria Resort & Casino, LLC*, 2023 WL 2634613, at *3 (D. Nev. Mar. 23, 2023) (finding "based upon the extent of discovery completed and the current stage of the proceedings," the parties "had a good grasp on the merits of their case before settlement talks," weighing in favor of granting preliminary approval); *Extreme Networks*, 2019 WL 3290770, at *7 (finding arm's-length settlement where negotiations occurred "through mediation sessions and follow-up communications supervised by an experienced mediator").

During the mediation process, the parties fully explored the strengths and weaknesses of their litigation positions. In part because of these differing views, the initial mediation session was unsuccessful. Such a "breakdown in settlement negotiations can tend to display the negotiation's arms-length and non-collusive nature." *Hicks v. Morgan Stanley*, 2005 WL 2757792, at *5 (S.D.N.Y. Oct. 24, 2005). In sum, the Settlement was the product of arm's-length negotiations, conducted by experienced counsel after substantial discovery, litigation, and bargaining. Plaintiffs and Lead Counsel decided to settle from a highly informed understanding of the merits, risks, and value of the action. These considerations weigh in favor of final approval.

B. The Settlement Provides Adequate Relief to the Class

Rule 23(e)(2)(C), which overlaps substantially with the Ninth Circuit's established *Churchill* factors, instructs courts to consider whether "the relief provided for the class is adequate, taking into account . . . the costs, risks, and delay of trial and appeal" along with other relevant factors such as the amount offered in the settlement and the reaction of class members. Fed. R. Civ. P. 23(e)(2)(C). Taking Rule 23(e)(2)(C)'s analysis into account, this Settlement provides adequate relief for the Class.

1. The Risk, Expense, Complexity, and Likely Further Duration of Continued Litigation Favors Final Approval of the Settlement

Rule 23(e)(2)(C)(i) requires the Court to consider the adequacy of the Settlement in light of the "costs, risks, and delay of trial and appeal." "[C]ourts consistently acknowledge that securities fraud class actions are notably complex, lengthy, and expensive cases to litigate." *Baker v. SeaWorld Ent., Inc.*, 2020 WL 4260712, at *7 (S.D. Cal. July 24, 2020) (citation omitted). This provision of Rule 23(e)(2) calls for substantially the same inquiry as the first *Churchill* factor, which examines "the risk of continued litigation balanced against the certainty and immediacy of recovery from the Settlement." *Omnivision*, 559 F. Supp. 2d at 1041.

Because "[s]ecurities actions in particular are often long, hard-fought, complicated, and extremely difficult to win," settlement is often preferable to protracted litigation with uncertain outcomes. *Extreme Networks*, 2019 WL 3290770, at *8. "To be successful, a securities class-action plaintiff must thread the eye of a needle made smaller and smaller over the years by judicial decree and congressional action." *Alaska Elec. Pension Fund v. Flowserve Corp.*, 572 F.3d 221, 235 (5th Cir. 2009). More particularly, because "[p]roving and calculating damages require[s] a complex analysis, requiring the jury to parse divergent positions of expert witnesses in a complex area of the law," courts have recognized that whether a class will prevail on damages "is inherently difficult to predict and risky." *Nguyen v. Radient Pharms. Corp.*, 2014 WL 1802293, at *2 (C.D. Cal. May 6, 2014); *see also In re Magma Design Automation, Inc. Sec. Litig.*, 2009 WL 10696109, at *2 (N.D. Cal. Mar. 27, 2009) (explaining damages issues are an "inherent difficulty" in the securities class action context).

As detailed above, this case was commenced in 2022, the Parties spent more than three years zealously litigating it, and the issues remained hotly contested. Millions of documents were produced and shortly before the Settlement was reached, the Parties briefed the first of what was likely to be several motions concerning the scope of discovery that would need to be resolved before fact and expert depositions could be undertaken. Both class certification and summary judgment posed the risk of substantially reducing the maximum recovery to the putative class if not eliminating that possibility outright. The Parties also had not yet begun expert discovery, which would have required the exchange of expert reports and depositions of the experts, and potentially culminated in *Daubert* motions seeking to exclude the opinions of some or all experts.

While Lead Counsel are confident that the Settlement Class meets the requirements for certification, the class has not yet been certified, and there is a risk the Court could disagree. In securities fraud cases specifically, where defendants may use price-impact arguments under *Halliburton Co. v. Erica P. John Fund, Inc*., 573 U.S. 258 (2014), to defeat the fraud-on-the-market presumption of reliance—and thereby collapse class certification entirely—this certification risk carries particular force. *See, e.g., In re Vaxart, Inc. Sec. Litig.*, 738 F. Supp. 3d 1259, 1267-68 (N.D. Cal. 2024) (finding plaintiff-investors in a securities fraud action failed to establish a valid class-wide damages methodology in part related to price impact issues, and denying class certification without prejudice); *City of Birmingham Relief & Ret. Sys. v. Acadia Pharms., Inc.*, 348 F.R.D. 372, 385-86 (S.D. Cal. 2024) ("[i]f a misrepresentation had no price impact, then *Basic*'s fundamental premise completely collapses, rendering class certification inappropriate.") (quoting *Goldman Sachs Grp., Inc. v. Ark. Tchr. Ret. Sys.*, 594 U.S. 113, 119 (2021)). Here, Lead Counsel expects that Defendants would have challenged class certification if the case reached that stage. Lead Counsel expected Defendants to argue, *inter alia*, that Plaintiffs could not demonstrate price impact based on a purported lack of statistically significant price movements in response to certain information, and that the market for Vintage Wine stock was not efficient at all relevant times, which would foreclose the fraud-on-the-market presumption of reliance. While Plaintiffs would vigorously dispute any such arguments, the risks and uncertainty surrounding class certification support approval of the Settlement. *See In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 694

(S.D.N.Y. 2019) ("Although the risk of maintaining a class through trial is present in [every] class action . . . this factor [nevertheless] weighs in favor of settlement where it is likely that defendants would oppose class certification if the case were to be litigated.") (citations omitted, alteration in original). In short, the risk that the class might not be certified weighs heavily in favor of settlement.

This risk would have persisted through trial as even if the Court were to certify the class, there would still be a risk that the class could be decertified later in the proceedings. *See, e.g., Omnivision*, 559 F. Supp. 2d at 1041 (even if a class is certified, "there is no guarantee the certification would survive through trial, as Defendants might have sought decertification or modification of the class"); *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009) (finding district court "did not have to analyze the probabilities that [Defendants] would seek decertification of the nationwide class and succeed in the endeavor . . . to weigh this factor in favor of the settlement."); *Noll v. eBay, Inc.*, 309 F.R.D. 593, 606 (N.D. Cal. 2015) ("[a]lthough a class can be certified for settlement purposes, the notion that a district court could decertify a class at any time is an inescapable and weighty risk that weighs in favor of a settlement.").

Finally, Defendants could have appealed any favorable result for the class which, even if unsuccessful, would delay the class's recovery by years. *See Omnivision*, 559 F. Supp. 2d at 1042; *In re Tesla Inc., Sec. Litig.*, 2023 WL 4032010, at *1 (N.D. Cal. June 14, 2023), *aff'd sub nom. In re Tesla, Inc., Sec. Litig.*, 2024 WL 4688894 (9th Cir. Nov. 6, 2024) ("After a three-week trial in January 2023, the jury awarded a verdict for Defendants on all claims.").[8] The Settlement therefore provides an "immediate and certain award" as an alternative to protracted, uncertain litigation. *Omnivision*, 559 F. Supp. 2d at 1042.

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[8] Even success at trial is no guarantee of recovery in a securities class action. *Glickenhaus & Co. v. Household Int'l, Inc.*, 787 F.3d 408 (7th Cir. 2015) (reversing and remanding $2.46 billion jury verdict after 13 years of litigation in part on loss causation grounds); *Robbins v. Koger Props., Inc.*, 116 F.3d 1441 (11th Cir. 1997) (reversing $81.3 million jury verdict on loss causation grounds); *In re BankAtlantic Bancorp, Inc. Sec. Litig.*, 2011 WL 1585605 (S.D. Fla. Apr. 25, 2011) (granting defendants' motion for judgment as a matter of law following plaintiffs' verdict); *In re Apple Computer Sec. Litig.*, 1991 WL 238298 (N.D. Cal. Sept. 6, 1991) (overturning jury verdict for plaintiffs).

Moreover, because the corporate defendant, Vintage Wine, filed for bankruptcy while the action was pending, the Individual Defendants were litigating without a corporate backstop. While the Individual Defendants had D&O insurance to provide coverage for the claims against them, the amount of the D&O coverage was limited and was also available to pay defense costs. The D&O insurance was therefore a wasting asset: the longer the litigation continued, the less insurance would remain available to compensate investors for their losses. *See In re Critical Path, Inc.*, 2002 WL 32627559, at *7 (N.D. Cal. June 18, 2002) ("Through protracted litigation, the settlement class could conceivably extract more, but at a plausible risk of getting nothing . . . watching Critical Path fall into bankruptcy; and, most certainly, drying up the available insurance."); *Cullen v. Whitman Med. Corp*., 197 F.R.D. 136, 149 (E.D. Pa. 2000) ("[t]he risk of nonpayment in this case was acute" where, *inter alia*, the corporate defendant "lacked significant unencumbered hard assets against which plaintiffs could levy had a judgment been obtained" and there was "the risk that the wasting policy would run out by the time a trial was over").

Thus, while Plaintiffs and Lead Counsel are confident in the merits of Plaintiffs' claims, success was not guaranteed, and the road to success remained long and arduous. The issues relating to the Court's initial dismissal were resolved only as a matter of pleading by the Second Amended Complaint—actually proving that Defendants acted with scienter "is complex and difficult to establish at trial." *Hessefort v. Super Micro Comput.*, Inc., 2023 WL 7185778, at *4 (N.D. Cal. May 5, 2023) (citation omitted). Further, proving loss causation would have required the Parties to present competing damages expert witnesses, and "in a battle of experts, the outcome cannot be guaranteed." *In re Amgen Inc. Sec. Litig.*, 2016 WL 10571773, at *3 (C.D. Cal. Oct. 25, 2016). Even if Plaintiffs prevailed at class certification, summary judgment and trial, Defendants would likely have appealed to the Ninth Circuit. The appeal process could easily span several years, meaning, at a minimum, relief for the class after a fully litigated judgment was likely years away. At each step of that process, the class would not receive any relief and face the risk that any award in their favor would be reversed. Thus, the Settlement provides the Settlement Class with a certain, immediate recovery while avoiding these risks, and Plaintiffs and Lead Counsel believe it is in the best interest of the Settlement Class. Accordingly, this factor supports final approval. *See Fleming v. Impax Lab'ys Inc.*, 2021 WL 5447008, at *11 (N.D. Cal. Nov. 21, 2021).

2. The Amount Offered in the Settlement is Fair and Adequate

Evaluating a settlement's fairness requires comparing the value of the settlement to the amount a class likely could have recovered at trial, discounted for the risk, delay, and expense of continued litigation. *See Officers for Justice*, 688 F.2d at 629. As the Ninth Circuit has explained, because "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements," courts should not judge settlements "against a hypothetical or speculative measure of what might have been achieved by the negotiators." *Id*. at 625. Thus, "it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the class members at trial." *Nat'l Rural Telecomms. Coop.mv. DIRECTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004); *see also In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d 617, 626 (N.D. Cal. 2021), *aff'd*, No. 21-15553, 2022 WL 822923 (9th Cir. Mar. 17, 2022) ("All good trial lawyers and judges know that it is a fool's errand to predict a jury verdict."). Put another way, "[t]o evaluate whether the settlement amount is adequate, 'courts primarily consider plaintiffs' expected recovery balanced against the value of the settlement offer.'" *Fleming*, 2021 WL 5447008, at *10 (quoting *In re Lenovo Adware Litig.*, 2018 WL 6099948, at *8 (N.D. Cal. Nov. 21, 2018)). "This requires the Court to evaluate the strength of Plaintiffs' case." *Fleming*, 2021 WL 5447008, at *10.

Here, the $7,500,000 Settlement is more than adequate in light of the risks of continuing litigation and the best possible recovery for the Settlement Class. The potential recoverable damages were highly contested throughout the litigation and no recovery was certain. Defendants prevailed in their first attempt to dismiss this Action, and class certification, summary judgment, trial and potential appeals thereafter each posed significant obstacles to a potential recovery and contributed to a high level of litigation risk for the Settlement Class. *See In re Xcel Energy, Inc., Sec., Deriv. & "ERISA" Litig.*, 364 F. Supp. 2d 980, 1003 (D. Minn. 2005) ("The court needs to look no further than its own order dismissing the shareholder [] litigation to assess the risks involved."). Under such circumstances, the $7.5 million Settlement, which equates to approximately 29.2% of the *maximum* estimated damages attributable to the two statistically significant corrective disclosures identified by Plaintiffs' expert analysis, is an exceptional result.

Even assuming Plaintiffs were successful at every outstanding stage of litigation (*i.e.*, Plaintiffs successfully certified the class, defeated a motion for summary judgment, and obtained a jury verdict and judgment for the maximum amount of estimated damages), the Settlement would still fall within the range of reasonableness. Plaintiffs' damages expert estimates that *if* Plaintiffs fully prevailed, *if* the Court certified the class as plead, and *if* the trier or fact fully accepted Plaintiffs' damages theory, the total *maximum* damages would be approximately \$25.64 million. Thus, the \$7.5 million Settlement Amount represents approximately 29.2% of the total maximum damages potentially available, *which is more than five (5) times the median recovery in securities class actions with similar damages*. *See* Ex. 5 (excerpts from Edward Flores, Svetlana Starykh, and Ivelina Velikova, *Recent Trends in Securities Class Action Litigation: 2025 Full-Year Review*, at 27, Fig. 23 (NERA Jan. 21, 2026) (between January 2016 and December 2025 the median settlement as a percentage of estimated losses was 5.2% for securities class actions with estimated losses between \$20 and \$49 million)). And, of course, less than a complete victory on any aspect of the aforementioned assumptions would decrease recoverable damages or eliminate them altogether.

In light of the risks of continued litigation, the recovery is more than reasonable. *See Vataj, 2021 WL 5161927*, at *6 (approving securities settlement of 2% of estimated damages as "consistent with the 2-3% average recovery that the parties identified in other securities class action settlements."). Indeed, "[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair." *Officers for Justice, 688 F.2d at 628*.

3. The Reaction of Class Members to Date Weighs in Favor of Final Approval

To date, the Claims Administrator has received no objections to the proposed settlement and no requests for exclusion from the Settlement Class. *See* ¶73 & Ex. 6 (Bravata Decl.) at ¶16. "[T]he absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members."

Vataj, 2021 WL 5161927, at *7 (quoting *DIRECTV*, 221 F.R.D. at 528–29). Courts consider not just the number of objections or opt-outs, but whether their size "in comparison to the size of the class" indicates that the class overall favors settlement. *Id.* For example, in *Churchill*, the Ninth Circuit held that 45 objections and 500 opt-outs were not significant compared to the 90,000 potential class members who received notice. 361 F.3d at 577; *see also Omnivision*, 559 F. Supp. 2d at 1041 (3 objections out of 57,630 class members); *Edenborough v. ADT, LLC*, 2019 WL 4164731, at *3 (N.D. Cal. July 22, 2019) (5 objections and 124 opt-outs amounted to just 0.002% of class).

Here, the deadline for Settlement Class Members to object or opt-out is September 1, 2026. ECF No. 122. Plaintiffs will therefore address the Settlement Class's response more fully in their reply papers.

4. The Remaining Rule 23(e)(2)(C) Factors Support Final Approval

Rule 23(e)(2)(C) provides that courts are to consider whether the relief provided for the class is adequate in light of "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims," "the terms of any proposed award of attorneys' fees, including timing of payment," and "any agreement required to be identified under Rule 23(e)(3)." Fed. R. Civ. P. 23(e)(2)(C)(ii)-(iv). These factors either support the Settlement's approval or at a minimum are neutral.

First, as detailed below, Plaintiffs have selected well-established, effective procedures for processing Settlement Class Members' claims and distributing relief. The Claims Administrator, Strategic Claims Services, will review and process claims, allow claimants to cure any deficiencies in their claims or request that the Court review a denial of their claims, and, lastly, mail or wire Authorized Claimants their pro rata share of the Net Settlement Fund (per the Plan of Allocation), after Court-approval. ECF No. 119-2 at ¶24(d). The claims processing method proposed here is standard in securities class action settlements as it has been long found to be effective. *See Lea v. Tal Educ. Grp.,* 2021 WL 5578665, at *11 (S.D.N.Y. Nov. 30, 2021) (approving settlement with a nearly identical distribution process); *see also Becker v. Bank of New York Mellon Trust Co., N.A.*, 2018 WL 6727820, at *7 (E.D. Pa. Dec. 21, 2018) ("The requirement that class members submit documentation to substantiate their holdings . . . will facilitate the filing of legitimate claims, yet is not overly demanding given the range of permissible documentation.”).

Second, the Settlement is adequate when the terms of the proposed award of attorneys’ fees are considered. As set forth in Lead Counsel’s application for attorneys’ fees, the proposed fees of 33⅓% of the Settlement Fund are reasonable in light of Plaintiffs’ Counsel’s substantial work and efforts, the results achieved, and awards in similar cases. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002); *In re NCAA Ath. Grant-in-Aid Cap Antitrust Litig.*, 768 F. App’x 651, 653 (9th Cir. 2019) (collecting cases).

Third, Rule 23(e)(2)(C)(iv) asks the Court to consider the proposed relief in light of “any agreements required to be identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C)(iv). The Parties have entered into a standard supplemental agreement, which provides that if opt-outs from the Settlement Class equal or exceed a certain threshold, Defendants shall have the option to terminate the Settlement. “This type of agreement is standard in securities class action settlements and has no negative impact on the fairness of the Settlement.” *Christine Asia Co.*, 2019 WL 5257534, at *1; *see also Jiangchen v. Rentech, Inc.*, 2019 WL 5173771, at *7 (C.D. Cal. Oct. 10, 2019) (“[t]his type of agreement is common in securities fraud actions”). Thus, the relief provided to the Settlement Class is adequate under the Rule 23(e)(2) analysis.

C. The Remaining *Churchill* Factors Favor Final Approval

The remaining *Churchill* factors—the experience and views of counsel, the risk of maintaining class status, and the presence of a governmental participant—either favor final approval or are neutral. First, courts give weight to the recommendations of experienced counsel because “parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in litigation.” *Vataj*, 2021 WL 5161927, at *7 (quoting *Rodriguez*, 563 F.3d at 967). Lead Counsel’s extensive experience with securities class actions supports approval of the Settlement. *Zimmer Biomet*, 2022 WL 658970, at *1. Second, the risk of maintaining class action status through trial weighs in favor of approval for the reasons set forth in Section III.B.1 above. Third, no governmental entity is a participant in this Action, and that factor is therefore neutral.

Rule 23(e)(2)(D) requires the Court to evaluate whether the settlement treats class members equitably relative to one another. The Settlement easily satisfies this standard. Under the proposed Plan of Allocation, each Authorized Claimant will receive his, her, or its *pro rata* share of the Net Settlement Fund, and Plaintiffs and the other Settlement Class Members will all receive their payment under the same formula. Accordingly, this factor supports final approval. *See In re BofI Holding, Inc. Sec. Litig.*, 2022 WL 9497235, at *7–8 (S.D. Cal. Oct. 14, 2022) (finding *pro rata* distribution of settlement constituted equitable treatment of class members); *Christine Asia Co. v. Yun Ma*, 2019 WL 5257534, at *14 (S.D.N.Y. Oct. 16, 2019) (*pro rata* distribution method of distributing relief "is standard in securities and class actions and is effective").

Plaintiffs' intentions to apply for a service award in the form of payment to reimburse them for the reasonable costs and expenses (including lost wages), are consistent with the PSLRA. *See In re Volkswagen*, 2019 WL 2077847, at *4 (N.D. Cal. May 10, 2019) ("The PSLRA expressly permits an award of 'reasonable costs and expenses' to 'any representative party serving on behalf of a class.'") (quoting 15 U.S.C. § 78u-4(a)(4)); *In re Regulus Therapeutics Inc. Sec. Litig.*, 2020 WL 6381898, at *5 (S.D. Cal. Oct. 30, 2020) ("Moreover, the service award Lead Plaintiff seeks is reasonable and does not constitute inequitable treatment of class members."). The Settlement does not grant preference to any segment of the Settlement Class and has no obvious deficiencies.

IV. THE NOTICE PROGRAM SATISFIES RULE 23 AND DUE PROCESS

Notice to class members of a settlement must be directed in a "reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1)(B) and be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B).

The Court has already approved the Notice and the sufficiency of the notice plan. ECF No. 122. Plaintiffs and the Claims Administrator faithfully implemented the notice plan approved by the Court. Ex. 6, (Bravata Decl.), ¶¶3-10, 12. Settlement Class Members have enough information to make informed decisions about the Settlement, and the Notice fairly apprised them of their rights, constituted the best notice practicable under the circumstances, and complied with this Court's Preliminary Approval Order, and satisfied Rule 23, the PSLRA, and due process.

Plaintiffs and the Claims Administrator will update the Court on the status of the notice and claims process when filing a reply in support of final approval in advance of the final approval hearing on September 22, 2026.

V. THE PLAN OF ALLOCATION IS FAIR AND REASONABLE AND TREATS CLASS MEMBERS EQUITABLY

"Approval of an allocation plan under [Rule] 23 is governed by the same standards applicable to the overall settlement – the plan must be both fair and reasonable." *In re Wireless Facilities, Inc. Sec. Litig. II*, 2008 WL 11338455, at *6 (S.D. Cal. Dec. 19, 2008). The aim of such a plan "is to provide an equitable basis for distributing the settlement fund," and the plan "needs only a reasonable, rational basis for approval." *Id*. "A plan of allocation that reimburses class members based on the extent of their injuries is generally reasonable." *Mauss v. NuVasive, Inc.*, 2018 WL 6421623, at *4 (S.D. Cal. Dec. 6, 2018).

The Plan of Allocation, which is fully described in the Notice, Ex. 6-C, provides for distribution of the Net Settlement Fund to Authorized Claimants who submit timely and valid Claim Forms demonstrating a loss on their Vintage Wine transactions during the Settlement Class Period. The Net Settlement Fund will be allocated *pro rata* based on the amount of each Authorized Claimant's Recognized Claim as calculated by the Claims Administrator after the Effective Date. Defendants do not have a reversionary interest in the Net Settlement Fund unless the settlement is terminated. Under the proposed Plan of Allocation, all Authorized Claimants will be evaluated by the same formula, and none will be granted preferential treatment. *In re ImmunityBio, Inc. Sec. Litig.*, 2025 WL 1686263, at *14 (S.D. Cal. June 16, 2025) (approving similar plan of allocation). The Court should thus approve the Plan of Allocation and find that the Settlement treats Class Members equitably.

VI. CERTIFICATION OF THE SETTLEMENT CLASS REMAINS APPROPRIATE

The Court's Preliminary Approval Order certified the Settlement Class for settlement purposes only under Fed. R. Civ. P. 23(a) and (b)(3). *See* ECF No. 122, ¶¶1-4. There have been no changes to alter the propriety of class certification for settlement purposes. Thus, for the reasons stated in Plaintiffs' Preliminary Approval Motion (*see* ECF No. 119, at Sec. IV), Plaintiffs respectfully request that the Court affirm its determinations in the Preliminary Approval Order certifying the Settlement Class under Rules 23(a) and (b)(3). *In re Stable Rd. Acquisition Corp.*, 2024 WL 3643393, at *11 (C.D. Cal. Apr. 23, 2024) ("Since there have been no changes to alter the propriety of class certification for settlement purposes, the Court affirms its determinations in the Preliminary Approval Order certifying the Settlement Class under Rules 23(a) and (b)(3).").

VII. CONCLUSION

For the reasons provided above, the Court should grant final approval of the Settlement and the Plan of Allocation.[9]

Dated: August 18, 2026

By: */s/ John C. Roberts, Jr.*

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[9] A [Proposed] Judgment will be submitted with Plaintiffs' reply papers, after the deadlines for objections and seeking exclusion have passed.

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PROOF OF SERVICE

I hereby certify that on this 18th day of August, 2026, a true and correct copy of the foregoing document was served by CM/ECF to the parties registered to the Court's CM/ECF system.

s/ John C. Roberts, Jr.
John C. Roberts, Jr.