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Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

JESSICA RATZAK, individually, and on)
behalf of all others similarly situated,)
Plaintiff,) **NOTICE OF MOTION AND PLAINTIFF'S**
vs.) **MEMORANDUM OF POINTS AND**
THINKWARE SYSTEMS USA, INC.,) **AUTHORITIES IN SUPPORT OF**
and DOES 1-10, inclusive,) **PLAINTIFFS' MOTION FOR**
Defendant) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION SETTLEMENT**
) Hearing Date: January 13, 2026
) Hearing Time: 8:30 am
) Dept.: 42
)
) Filed Concurrently With Declaration of Todd
) Friedman, Declaration of Jessica Ratzak

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2
3 **PLEASE TAKE NOTICE** that on January 13, 2026 at 8:30 a.m., in Department 42
4 of the above-captioned Court, located at 10820 Justice Center Drive, Roseville CA 95678,
5 Plaintiff Jessica Ratzak ("Plaintiff") will and hereby does move for an order: (1) granting
6 class certification of the below-defined Class for settlement purposes only pursuant to
7 Code of Civil Procedure § 382; (2) preliminarily approving the Class Action Settlement
8 Agreement (the "Settlement") between Plaintiff and Defendant Thinkware Systems, USA
9 Inc. ("Defendant"); (3) appointing Adrian R. Bacon and Todd M. Friedman, of Todd M.
10 Friedman as Class Counsel; (4) appointing Plaintiff as the Class Representative; (5)
11 approving the use of the proposed notice procedure and related forms; (6) directing that the
12 Class Notice be mailed to the Class; (7) scheduling a hearing date for a final approval
13 hearing;.

14 This Motion is made on the following grounds: 1) all requirements for class
15 certification, for settlement purposes only, are met pursuant to Code of Civil Procedure §
16 382; 2) Plaintiffs and his counsel are adequate to represent the Class; 3) the Settlement is a
17 fair, adequate, and reasonable compromise of the disputed claims in this case; and 4) the
18 proposed notice procedure meets all due process requirements. In view of the foregoing,
19 the Settlement should be preliminarily approved, notice should be disseminated to Class
20 Members, a Final Fairness Hearing should be scheduled, and the [Proposed] Order
21 Granting Preliminary Approval of Class Action Settlement should be entered.
22

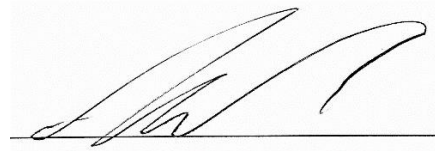
23 This Motion is based on this Notice of Motion and Motion, the attached
24 Memorandum of Points and Authorities, the Declaration of Todd M. Friedman in support
25 thereof, including all exhibits thereto, Declarations of the named Plaintiff, all papers and
26 pleadings on file with the Court in this action, all matters judicially noticeable, and such
27 oral and documentary evidence as may be presented in connection with the hearing on the
28 Motion.

1
2 Date: September 29, 2025

Law Offices of Todd M. Friedman,

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Adrian R. Bacon Esq.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jessica Ratzak (hereinafter “Plaintiff”, or “Class Representative”), individually and on behalf of the “Settlement Class” (as defined below), hereby submits this memorandum of points and authorities in support of her motion for preliminary approval of a proposed class settlement of this action (the “Litigation”) and of certification of the proposed settlement class. Thinkware Systems, USA, Inc. (“Defendant”) does not oppose Plaintiffs’ motion (Plaintiff and Defendant shall collectively be referred to as the “Parties”). The terms of the Settlement are set forth in the Settlement Agreement and Release (hereinafter the “Settlement”).¹ *See* Declaration of Todd M. Friedman (“Friedman Decl.”), Ex. A.

The Settlement provides for a substantial benefit to the Class Members. The Settlement Class consists of all persons within the United States who purchased the following Thinkware Products between January 25, 2019 and August 31, 2024: X700 dash cams, F200PRO dash cams, DC-M2-FG-IR dash cams, DC-M2-FG dash cams, and F70PRO dash cam. Excluded from the class are members of the Court, Class Counsel, Thinkware and its employees and agents. Agreement 1.6. The Settlement Class comprises approximately 62,029 products sold during the class period. Friedman Decl. ¶ 11.

The Settlement creates a non-reversionary Settlement Fund into which Defendant will pay eight-hundred fifty thousand dollars (\$850,000.00) that shall be used to pay all valid claims submitted by Class Members, as well as the costs of notice and claims administration, service awards, and plaintiff’s counsel’s fees and expenses incurred in their hard work. Agreement 2.1. In sum, the Settlement provides for excellent relief for class members. Friedman Decl. ¶ 11.

While Plaintiff is confident of a favorable determination on the merits, she has determined that the proposed Settlement provides significant benefits to the Settlement Class and is in the best interests of the Settlement Class. Friedman Decl. ¶ 35. Plaintiff also believes

¹ Unless otherwise specified, capitalized terms used in this memorandum are intended to have the same meaning ascribed to those terms in the Agreement.

1 that the Settlement is appropriate because Plaintiff recognizes the expense and amount of time
2 required to continue to pursue the Litigation, as well as the uncertainty, risk, and difficulties of
3 proof inherent in prosecuting such claims. *Id.* Similarly, Defendant believes that it has
4 substantial and meritorious defenses to Plaintiff’s claims but has determined that it is desirable
5 to settle the Litigation on the terms set forth in the Settlement.

6 Plaintiff believes that the proposed Settlement satisfies all the criteria for preliminary
7 approval. Accordingly, Plaintiff moves this Court for an order preliminarily approving the
8 proposed Settlement, provisionally certifying the Settlement for settlement purposes under
9 California Code of Civil Procedure Section 382, directing dissemination of Class Notice, and
10 scheduling a Final Approval Hearing.

11 **II. STATEMENT OF FACTS**

12 **A. Factual Background**

13 Plaintiff’s operative Complaint alleges that during the Class Period Defendant sold
14 products that violated the law by misrepresenting and falsely advertising consumers that its
15 Thinkware F200PRO, X700, F200PRO, DC-M2-FG-IR, DC-M2-FG, and F70PRO dashcams
16 (“Class Products”) featured a “Super Night Vision” function, but failed to disclose that the
17 function was only available in parking mode. Plaintiff alleges that this conduct by Defendant
18 constitutes violations of California’s Unfair Competition Law (Cal. bus & Prof. C. §§ 17200 &
19 17500, *et seq.*), the Consumer Legal Remedies Act (Cal. Civ. C. § 1750, *et seq.*). Friedman
20 Decl. ¶ 5. Defendant has vigorously denied and continue to deny that it violated any laws, and
21 denies all charges of wrongdoing or liability asserted against it in the Action. *Id.* at ¶ 6.

22 **B. Proceedings to Date**

23 Plaintiff’s case was filed on January 25, 2023. The Parties have vigorously litigated this
24 lawsuit over the past two years, including the deposition of Plaintiff and written discovery
25 propounded. Substantial amounts documents and data have been produced in discovery and
26 reviewed by the Parties, including a comprehensive dataset of all relevant sales data produced
27
28

1 by Defendant in discovery, which ultimately aided the Parties in reaching the Settlement. Id. at
2 ¶ 7.

3 Additionally, the Parties did not reach a Settlement until they participated in an all day,
4 in-person mediation with the assistance of a highly respected mediator - the Honorable Daniel
5 Buckley (Ret) of Signature Resolution, and over a year of additional negotiations. After
6 extensive arms-length negotiation, the Parties reached agreement to the terms of the Settlement
7 that is now before this Court for preliminary approval. Id. at ¶ 8.

8 **C. Settlement Terms**

9 **1. The Settlement Class**

10 The “Class” or “Settlement Class” is defined in the Agreement as follows:

11 all persons within the United States who purchased the following Thinkware
12 Products between January 25, 2019 and August 31, 2024: X700 dash cams,
13 F200PRO dash cams, DC-M2-FG-IR dash cams, DC-M2-FG dash cams, and
 F70PRO dash cam.

14 (Settlement § 1.6). Excluded from the Class are (a) Defendant and the Release Parties; (b) any
15 Person filing a valid opt-out; and (c) the judges to whom this Action is assigned and any
16 members of their immediate families. (*Id.*)

1
2 **2. Monetary and Injunctive Benefits of the Settlement**

3 Under the Proposed Settlement, Defendant agrees to establish a common fund for the
4 benefit of the class in the amount of eight-hundred fifty thousand (\$850,000.00), which will be
5 used to pay all valid claims made by Class Members, the cost of notice and claims
6 administration, the Class Representative's service awards, and Plaintiff's Counsel's fees and
7 expenses that is subject to the Court's approval at the Final Approval Hearing. (Settlement §
8 2.1).

9 This Settlement was reached with the understanding that approximately 62,029
10 Products were sold during the Class Period. The Parties agree that any increase of Products
11 sold within the Class Period by more than 3,101 (5%), as reflected in confirmatory discovery,
12 will result in a proportionate increase in the Settlement Fund for each additional Product sold
13 within the Class Period. Specifically, for every additional Products sold within the Class Period
14 above 65,130, Defendant agrees to increase the Settlement Fund by the following formula:
15 $1/65,130$ (the proportion of the increase) * \$436,666.67 (Total Distributable Settlement Fund),
16 for a total of \$6.70 per additional Product sold above 65,130 (*Id.* at § 2.2).Friedman Dec. at ¶ 8
17

18 The amount of the Settlement Fund shall not be reduced as a result of any member(s) of
19 the Settlement Class electing to opt out or be excluded from the Settlement or for any other
20 reason.

21 **3. Class Notice and Claims Process**

22 The Parties propose that the Court approve Eisner Advisory Group, LLC as the notice
23 providers and claims administrator ("EAG" or "Administrator"). As detailed in the
24 accompanying declaration of Brandon Schwartz, director of legal notice for EAG, EAG is
25 highly experienced and qualified as a claims administrator and warrants the Court's approval
26 to provide the notice and claims administration for this Settlement.

27 Class Counsel shall serve a subpoena upon known retailers of Class Products for the
28 purpose of obtaining personal identifying information of Class Members so as to facilitate

1 direct notice. It is unknown what percentage of Class Member contact information will be in
2 possession of third-party retailers at this time, but Class Counsel believe Notice will be most
3 effective and cost efficient if sent via email, where such email addresses are available. Where
4 email addresses are unavailable but mailing addresses are available, a postcard will be sent to
5 such Class Members. In the event that less than 80% of the Class Members have valid email
6 and/or mailing addresses, and the Administrator is unable to locate such individuals via skip
7 tracing or other reasonable means for purposes of direct notice, publication notice will be
8 issued to supplement the reach of the Notice plan. Settlement § 4.1).

9 Within twenty (20) days of the Court granting Preliminary Approval of this Agreement,
10 Defendant and/or any third party retailers who carried Defendant's products and sold them to
11 Class Members shall provide the Settlement Administrator with contact information for Class
12 Members, including name, address, email address, and phone number for purposes of mailing
13 the Notice of Class Action Settlement to the Class Members. Within ten (10) days of receipt of
14 such information, the Settlement Administrator shall send Notice to the Class Members via
15 email for those who have valid email addresses, Mail Notice of the terms and procedure of the
16 Settlement, along with Opt-Out Form. See Agreement, **Exhibit "A."** The Administrator shall
17 also provide publication notice via an extensive internet publication. (Settlement § 4.2).

18 Class Members will be permitted to make claims, either by mail or via the Class
19 Settlement Website. Class Members will be able to select the number of each Class Product
20 they purchased during the Class Period and will receive a weighted pro rata distribution of the
21 Total Distributable Settlement Fund, depending on the number of claims made and the total
22 number and distribution of Class Products claimed. (Settlement § 5.1). For indirect notice
23 claims, proof of purchase, purchase location, date, and serial number will be optional data
24 collected from Class Members. There will be a cap of 1 Class Product per Class Member for
25 indirect notice Class Members who do not have proof of purchase, and any such claims will be
26 subject to fraud auditing and scrubbed. If any Class Member wishes to make a claim for more
27 than 1 Class Product, proof of purchase will be required and must be provided to the Claims
28 Administrator. The Claims Administrator shall reject claims the Claims Administrator

1 identifies as fraudulent in accordance with standard fraud detection practices regularly
2 employed by the Claims Administrator. Each Class Member who does not timely and validly
3 request exclusion from the settlement as required in this Settlement Agreement shall be a Class
4 Member bound by this Settlement Agreement and Final Judgment to be entered following the
5 hearing for final approval of the settlement. (Id).

6 In order to receive a settlement payment pursuant to Section 4, a Class Member must
7 submit a valid, complete, and timely Claim Form, through the Settlement Website. Any Claims
8 made must be submitted online by no later than 90 days after the Class Notice Date, which will
9 be one hundred and twenty (120) days following entry of the Preliminary Approval Order). A
10 written Claim Form can also be downloaded from the Settlement Website and mailed to the
11 Claims Administrator. (Id). Friedman Dec. at ¶ 21.

12 Class Members who submit a valid, complete, and timely Claim Form will receive a pro
13 rata share of the Total Distributable Settlement Fund based on the number of units claimed in
14 the form of a check or electronic payment. (Id).

15 16 **4. Scope of Release**

17 The scope of the release by all Settlement Class Members who do not request exclusion
18 includes any and all causes of action or claims for relief, including but not limited to injunctive
19 relief, actual damages, nominal damages, statutory damages, punitive damages, restitution,
20 disgorgement, attorneys' fees and costs, and/or other forms of monetary consideration
21 whatsoever, for any and all claims by the Settlement Class members that have been pled in the
22 Action, or that could have been pled in the Action. (Settlement §§ 1.21; 6.1). Released Claims
23 does not include personal injury or product liability claims. (Id.).

24 25 **5. Opportunity to Opt Out and Object**

26 Class Members who want to be excluded from the Settlement must submit their opt out
27 form no later than forty-five (75) days after the Notice Date (Settlement §5.4). Likewise, any
28 Class Member who wants to object to the Settlement must submit the no later seventy-five (75)
days after the Notice Date (Settlement § 5.3).

1 **6. Payment of Notice and Administrative Costs**

2 Notice and claims administration costs will be deducted from the Settlement Amount.
3 (Settlement § 4.5). The Settlement Administrator will use these funds administer all costs of
4 the settlement, including providing Class Notice, maintaining the Settlement Website, and
5 arranging for payments to Class Members. (*Id.*)

6 **7. Class Representative’s Application for Service Award**

7 Class Counsel will request a Service Award not exceeding \$10,000 who sat for her
8 deposition, and for her efforts in bringing the Action and achieving the benefits of this
9 Settlement on behalf of the Settlement Class, subject to Court approval. (Settlement § 2.1.4).

10 **8. Class Counsel’s Application for Attorneys’ Fees, Costs and Expenses**

11 The proposed Settlement contemplates that Class Counsel shall be entitled to apply to
12 the Court for an award of attorneys’ fees in the amount of one-third, or 33.33% of the
13 Settlement Fund or \$283,333.33 and the litigation costs do not exceed \$20,000, exclusive of
14 the cost of notice separately being advanced by Class Counsel and also subject to
15 reimbursement. (Settlement §§ 2.1.3).

16 **III. THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS**
17 **COURT TO GRANT PRELIMINARY APPROVAL**

18 **A. Legal Standard**

19 California courts favor settlement, particularly in class actions and other complex cases
20 in which substantial resources can be conserved by avoiding the time, cost, and rigors of formal
21 litigation. *See* Newberg et al., *Newberg on Class Actions* (3d ed. 1992) § 11.41. (collecting
22 cases))(hereafter “*Newberg*”; *see also Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231,
23 236 (“Settlement agreements are highly favored as productive of peace and goodwill in the
24 community, and reducing the expense and persistency of litigation.” (quotation marks
25 omitted))).

26 When a proposed class-wide settlement is reached, the settlement must first be
27 submitted to the court for preliminary approval. *Newberg* at §11.41, p.l 1- 87. Preliminary
28 approval is just the first of three steps that comprise the approval procedure for settlements of

1 class actions. The second step is the dissemination of notice of the settlement to all Class
2 Members. The third step is a final settlement approval hearing, at which evidence and argument
3 concerning the fairness, adequacy, and reasonableness of the settlement may be presented and
4 Class Members may be heard regarding the settlement. *See Dunk v. Ford Motor Co.* (1996) 48
5 Cal.App.4th 1794, 1801.; *Manual for Complex Litigation, Second* §30.44 (1993); Cal. Rules of
6 Court, rule 3.769.

7 The purpose of the preliminary evaluation of a class action settlement is to determine
8 whether the proposed settlement is within the range of possible approval, and thus whether
9 notice to the class of the terms and conditions of the settlement and the scheduling of a formal
10 fairness hearing are worthwhile. *See Newberg* at 11.25.

11 The primary question presented on an application for preliminary approval of a
12 proposed class action settlement is whether the proposed settlement is “within the range of
13 possible approval”, and thus allow notice to the class of the terms and conditions of the
14 settlement and the scheduling of a formal fairness hearing are worthwhile. *Manual for Complex*
15 *Litigation, Second* §30.44 at 229; *Gautreaux v. Pierce* (7th Cir. 1982) 690 F.2d 616, 621, fn. 3.
16 “[T]he trial court has broad powers to determine whether a proposed settlement in a class
17 action is fair.” *Rebney v. Wells Fargo Bank*, (1990) 220 Cal.App.3d 1117, 1138. In doing so,
18 “[i]t should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
19 complexity and likely duration of further litigation, the risk of maintaining class action status
20 through trial, the amount offered in settlement, the extent of discovery completed and the stage
21 of the proceedings, the experience and views of counsel, the presence of a governmental
22 participant, and the reaction of the class members to the proposed settlement.” *Dunk v. Ford*
23 *Motor Co.*, (1996) 48 Cal.App.4th 1794, 1801 *accord Kullar v. Foot Locker Retail, Inc.*, (2008)
24 168 Cal.App.4th 116, 128.

25 Furthermore, “a presumption of fairness exists where: (1) the settlement is reached
26 through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel
27 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
28

percentage of objectors is small.” *Dunk*, 48 Cal. App. 4th at 1802.

B. The Settlement Warrants Preliminary Approval

The Settlement Warrants a Presumption of Fairness

1. The Settlement Warrants a Presumption of Fairness as the Settlement is the Product of Serious, Informed and Noncollusive Negotiations

The Court should hold that a presumption of fairness exists here because the Settlement was reached through arm’s-length bargaining and investigation and discovery were sufficient to allow counsel and the Court to act intelligently, counsel is experienced in similar litigation, and at this time the percentage of objectors cannot be known. *Dunk*, 48 Cal. App. 4th at 1802.

First, the aid of Judge Buckley (Ret.), a highly experienced mediator and former state court and federal judge, with settlement negotiations underscores the procedural fairness of the Settlement. “The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's length transaction entered without self-dealing or other potential misconduct.” *Kullar v. Foot Locker Retail, Inc.*, (2008) 168 Cal.App.4th 116, 129; *see also Chavez v. Netflix, Inc.*, (2008)162 Cal. App. 4th 43, 53, 75 (where the parties participated in two formal mediation sessions with a highly respected former federal magistrate judge was a factor in determining that the settlement reached was reasonable and non-collusive. Before agreeing to the terms of the Settlement, the Parties engaged in a full-day mediation session with Judge Buckley, and almost a year’s worth of negotiation afterwards. Friedman Dec. at ¶ 8.

The Parties also have engaged in substantial discovery, including information regarding the number of class members, information necessary to assess the scope of the claims, documentation regarding Defendant’s defenses. The Parties also have engaged in discovery regarding the scope and extent of class damages. *Id.* at ¶ 7. Defendant avers that no damages have been suffered by the class.

1 Class Counsel has conducted a thorough investigation into the facts of the class action.
2 Class Counsel has diligently evaluated the Class Members' claims against Defendant. Prior to
3 the Parties executing the Settlement Agreement, the parties engaged in extensive formal
4 discovery regarding these issues, giving Class Counsel sufficient information to make an
5 informed decision regarding settlement. *Id.* Based on the foregoing data and their own
6 independent investigation, evaluation and experience, Class Counsel believes that the
7 settlement with Defendant on the terms set forth in the Settlement Agreement is fair,
8 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
9 circumstances, including the risk of significant delay, defenses asserted by Defendant, and
10 numerous potential appellate issues. Friedman Decl. ¶ 35.

11 Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
12 and trying this litigation against Defendant through possible appeals which could take several
13 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
14 especially in complex actions such as this Lawsuit. Class Counsel is also mindful of and
15 recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
16 the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
17 settlement set forth in the Settlement Agreement is in the best interest of the Class Members.
18 Friedman Decl. ¶ 36-38 .Here, there can be no dispute that the litigation has been hard-fought
19 with aggressive and capable advocacy on both sides.
20

21 **2. The Settlement Has No "Obvious Deficiencies" and Falls Well**
22 **Within the Range for Approval**

23 The proposed Settlement herein has no "obvious deficiencies" and is well within the
24 range of possible approval. All Settlement Class Members will receive an opportunity to
25 participate in the Settlement and receive payment according to the same formula. (Settlement
26 §§ 2.1.1-2.1.3). Based on the nature of the claims, the evidence of the case, prevailing similar
27 CLRA lawsuits, and the experience of Class Counsel, Class Counsel believes that a settlement
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1 of this value represents an excellent result for the Class, and it is most certainly fair and
2 reasonable. Clearly, the goal of this litigation has been met Friedman Decl. ¶¶ 35-38.

3 Where both sides face significant uncertainty, the attendant risks favor settlement.
4 Here, a number of defenses asserted by Defendant presented serious threats to the claims of the
5 Plaintiff and the other Settlement Class Members. These issues arguably weakened Plaintiffs'
6 claims, both on liability, and in terms of the amount of provable damages at trial. If successful,
7 Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While
8 Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses
9 have merit and therefore present a serious risk to recovery. *Id.*

10 Here, the risk of further litigation is substantial.

11 **3. The Stage Of The Proceedings Are Sufficiently Advanced To Permit**
12 **Preliminary Approval Of The Settlement**

13 The stage of the proceedings at which this settlement was reached also militates in
14 favor of preliminary approval and ultimately, final approval of the settlement. Class Counsel
15 has conducted a thorough investigation into the facts of the class action. Class Counsel began
16 investigating the Class Members' claims before this action was filed. The Parties engaged in
17 extensive discovery. Class Counsel engaged in a thorough review and analysis of the relevant
18 documents and data. Class Counsel was also experienced with the claims at issue here, as
19 Class Counsel previously litigated and settled similar claims in other actions, including having
20 certified many class actions and argued those class certification orders through appeals and to
21 trial. Friedman Decl. ¶¶ 42-51.). Class Counsel are well equipped to evaluate the strength of
22 the claims in this matter. Accordingly, the agreement to settle did not occur until Class
23 Counsel possessed sufficient information to make an informed judgment regarding the
24 likelihood of success on the merits and the results that could be obtained through further
25 litigation. Friedman Decl. ¶¶ 35-38.

27 Based on the foregoing data and their own independent investigation and evaluation,
28 Class Counsel is of the opinion that the settlement with Defendant for the consideration and on

1 the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the
2 best interest of the class in light of all known facts and circumstances, including the risk of
3 significant delay, defenses asserted by Defendant, and numerous potential appellate issues.
4 Defendant and Defendant's counsel also agree that the Settlement Agreement is fair and in the
5 best interest of the Class Members. There can be no doubt that Counsel for both parties
6 possessed sufficient information to make an informed judgment regarding the likelihood of
7 success on the merits and the results that could be obtained through further litigation. Friedman
8 Decl. ¶¶ 35-38. Accordingly, Preliminary Approval should be granted.

9 **IV. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES**

10 Plaintiff contends that the proposed Settlement meet all of the requirements for class
11 certification under California Code of Civil Procedure §382 as demonstrated below, and
12 therefore, the Court may appropriately approve the Class as defined in the Settlement
13 Agreement. This Court should conditionally certify the Class for settlement purposes only,
14 defined as follows:

15 all persons within the United States who purchased the following Thinkware
16 Products between January 25, 2019 and August 31, 2024: X700 dash cams,
17 F200PRO dash cams, DC-M2-FG-IR dash cams, DC-M2-FG dash cams, and
18 F70PRO dash cam.

19 (Settlement at §1.6).

20 **A. California Code of Civil Procedure §382**

21 Plaintiff seeks certification of this Class for settlement purposes under California Code
22 of Civil Procedure § 382. The California Supreme Court has summarized the standard for
23 determining whether class certification is appropriate as follows:

24 Code of Civil Procedure Section 382 authorizes class actions “when the
25 question is one of a common or general interest, of many persons, or when the
26 parties are numerous, and it is impracticable to bring them all before the
27 court...” The party seeking certification has the burden to establish the
28 existence of both an ascertainable class and a well-defined community of
interest among class members, (*citations omitted*). The “community of interest”
requirement embodies three factors: (1) predominant common questions of law
or fact; (2) class representatives with claims or defenses typical of the class;
and (3) class representatives who can adequately represent the class.

1 *Sav-On Drug Stores, Inc. v. Superior Court*, (2004) 34 Cal.4th 319, 326. While Defendant
2 reserves all rights to dispute that the Plaintiff can satisfy any of these requirements, the Parties
3 agree that Defendant will not dispute that these requirements may be satisfied in this case for
4 purposes of settlement and therefore, the Class should be certified for purposes of settlement.
5

6 **C. The Proposed Class Is Ascertainable and Numerous**

7 The definition of the proposed Class must be “precise, objective and presently
8 ascertainable.” *Sevidal v. Target Corp.*, (2010) 189 Cal. App. 4th 905, 919. According to the
9 California Supreme Court, a class is ascertainable “when it is defined ‘in terms of objective
10 characteristics and common transactional facts’ that make ‘the ultimate identification of class
11 members possible when that identification becomes necessary.’” *Noel v. Thrifty Payless, Inc.*,
12 (2019) 7 Cal. 5th 955, 980. Here, the Class is objectively defined. For all these reasons, the
13 Class is defined in such a way that Class Member identification is possible, and the Class is
14 therefore ascertainable.

15 With respect to numerosity, the class consists of approximately 62,029 products sold to
16 class members during the class period, Accordingly, numerosity is clearly satisfied. *See Bowles*
17 *v. Superior Court*, (1955) 44 Cal.2d 574 (class with 10 members sufficiently numerous); *Rose*
18 *v. City of Hayward*, (1981) 126 Cal.App.3d 926, 934 (class of 48 members satisfies numerosity
19 requirement.).

20 **D. Common Issues of Law and Fact Predominate**

21 Predominance of common issues of law or fact does not require that the common issues
22 be dispositive of the entire controversy or even that they be dispositive of all liability issues. 1
23 *Newberg* at 4-82, 4-83. “Predominance is a comparative concept, and ‘the necessity for class
24 members to individually establish eligibility and damages does not mean individual fact
25 questions predominate.’” *Sav-On*, 34 Cal. 4th at 334.

26 “The community of interest requirement involves three factors: ‘(1) predominant
27 common questions of law or fact; (2) class representatives with claims or defenses typical of
28 the class; and (3) class representatives who can adequately represent the class.’” *Linder v.*

1 *Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435. Whether Plaintiffs are likely to prevail on their
2 theory of recovery is irrelevant at the certification stage since the question is “essentially a
3 procedural one that does not ask whether an action is legally or factually meritorious.” *Linder*
4 *v. Thrifty Oil Co.*, (2003) 3 Cal. 4th 429, 439-440.

5 Here, each and every product at issue allegedly misrepresents and falsely advertises
6 that its Thinkware F200PRO, X700, F200PRO, DC-M2-FG-IR, DC-M2-FG, and F70PRO
7 dashcams featured a “Super Night Vision” function, but allegedly failed to disclose that the
8 function was only available in parking mode. That is a common fact. Common questions of
9 law are also present, specifically the whether Defendant violated California’s consumer
10 protection laws (the CLRA, FAL, and UCL) by allegedly misrepresenting the contents of the
11 Products.

12 **E. The Claims of the Plaintiff Are Typical of the Class Claims**

13 “Certification requires a showing that the class representative has claims or defenses
14 typical of the class.” *Fireside Bank v. Superior Ct.*, (2007) 40 Cal. 4th 1069, 1090. “[M]ost
15 differences in situation or interest among class members . . . should not bar class suit.”
16 *Wershba*, 91 Cal. App. 4th at 238.

17 In the instant case, there can be little doubt that the typicality requirement is fully
18 satisfied. The Plaintiffs, like every other member of the Settlement Class, claim they purchased
19 products from Defendant that were allegedly falsely advertised with super night vision
20 function. The Plaintiff contends that, like every other member of the Class, she was subject to
21 the same violations of the CLRA, FAL, and UCL and are all subject to the same defenses.
22 Thus, the claims of the Plaintiff and the Settlement Class Members arise from the same course
23 of conduct by the Defendant, involve the same policies and practices of Defendant, and are
24 based on the same legal theories. For purposes of settlement, the typicality requirement is met
25 as to the common issues presented in this case. Defendant does not oppose a finding of
26 typicality for purposes of this settlement only.

27 **F. The Class Representation Fairly and Adequately Protected the Class**

1 Plaintiff contends that the Settlement Class Members are adequately represented here
2 because Plaintiff and proposed class counsel (a) do not have any conflicts of interest with other
3 class members, and (b) will prosecute the case vigorously on behalf of the class. This
4 requirement is met here.

5 First, Plaintiff is well aware of their duties as the representative of the Class and has
6 actively participated in the prosecution of this case to date. See Ratzak Dec ¶¶ 3-5. Plaintiff
7 has effectively communicated with counsel, provided documents to counsel and participated in
8 discovery, including having her depositions taken, and has participated in the investigation and
9 negotiations in the Lawsuit. Second, Plaintiff retained competent counsel who are experienced
10 in consumer class actions. Friedman Decl. ¶¶ 42-51. The Law Offices of Todd M. Friedman
11 P.C. has extensive experience in class action litigation in California and throughout the country,
12 specifically in consumer protection litigation, including the prosecution of class actions seeking
13 to protect consumer rights, including California consumer protection actions. *Id.* Class
14 Counsel are highly qualified and more than able to conduct this Litigation. Third, there is no
15 antagonism between the interests of the Plaintiff and those of the Settlement Class. Both the
16 Plaintiffs and the Settlement Class Members seek monetary relief under the same set of facts
17 and legal theories.

18
19 **G. The Superiority Requirement Is Met**

20 To certify a class, the Court must also determine that a class action is superior to other
21 available methods for the fair and efficient adjudication of the controversy. As courts have
22 previously observed:

23 Absent class treatment, each individual plaintiff would present in separate,
24 duplicative proceedings the same or essentially the same arguments and
25 evidence, including expert testimony. The result would be a multiplicity of
26 trials conducted at enormous expense to both the judicial system and the
27 litigants. “It would be neither efficient nor fair to anyone, including defendants,
28 to force multiple trials to hear the same evidence and decide the same issues.

1 *Sav-On*, 34 Cal. 4th at 340. Here, a class action is the superior mechanism for resolution of the
2 claims as pled by the Plaintiffs. While Defendant disputes that the superiority requirement may
3 be satisfied, it will not dispute such a finding for purposes of this settlement only.

4 5 **V. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE**

6 To satisfy due process, notice must be “reasonably calculated, under all the
7 circumstances, to apprise interested parties of the pendency of the action and afford them an
8 opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, (1950) 339
9 U.S. 306, 314. The type of notice that due process requires to be provided to a member of a
10 class depends upon the information available to the parties about that class member. *E.g., id.* at
11 317-18; *Schroeder v. City of New York*, (1962) 371 U.S. 208, 212. The Court has wide
12 discretion in applying the notice standard. As a California court has held, “[t]he *manner* of
13 giving notice is subject to the trial court’s virtually complete discretion.” *Chavez v. Netflix,*
14 *Inc.*, (2008) 162 Cal. App. 4th 43, 58. “The standard is whether the notice has ‘a reasonable
15 chance of reaching a substantial percentage of the class members.’” *Wershba*, 91 Cal. App. 4th
16 at 251. It is not necessary to show that notice will reach each member of the Class. *Id.*

17
18 Here, the Notice Plan is more than adequate. The Parties have agreed upon procedures
19 by which the Class Members will be provided with direct notice for those Class Members of
20 which Defendant has an address. Additionally, there will be extensive publication notice. The
21 Claims Administrator will provide this notice within thirty (30) days after the entry of the
22 Preliminary Approval Order. (Settlement § 4.1.1).

23 The Notice, drafted by the Administrator based upon its experience and expertise,
24 includes all relevant information. Settlement Agreement, Exs. A, B. The Notice will include,
25 among other information: (i) information regarding the Action; (ii) the impact on the rights of
26 the Settlement Class Members if they do not opt out; (iii) information to the Settlement Class
27 Members regarding how to opt out and how to object to the Settlement; (iv) the estimated
28 Individual Settlement Payment for each of the Settlement Class Members; (iii) the amount of

attorneys' fees and litigation expenses to be sought; and (v) the amounts of the Plaintiff's Service Awards. *Id.*

In sum, the distribution of the Notice satisfies the requirements of due process and is the best notice practicable under the circumstances and constitutes due and sufficient notice to all persons entitled thereto. The Notice provides information on the terms and provisions of the settlement; the benefits that settlement provides for Settlement Class Members; the date, time and place of the Final Approval Hearing; and the procedure and deadlines for submitting objections and requests for exclusion and complies with Rules of Court 3.766 and 3.769(f)

B. Proposed Schedule for Final Approval Proceedings

Finally, Plaintiffs ask the Court to schedule the time, date, and place of the Final Approval Hearing to decide whether the Settlement is fair, adequate, and reasonable. Plaintiffs also request that the Court set other relevant deadlines as set forth below:

Event	Deadline
Deadline for Defendants to provide class members' addresses to the Settlement Administrator	20 days after Preliminary Approval
Deadline for dissemination of Class Notice to commence	30 days after Preliminary Approval
End of Claims Period	135 calendar days after Preliminary Approval
Deadline for Class Counsel to file a motion seeking attorneys' fees and costs and Service Awards	14 days before the deadline to object
Deadline to object or opt out	75 days after Preliminary Approval
Deadline for Settlement Administrator to file declaration with the Court that: (i) includes a list of those persons who have opted out from the Settlement; and (ii) describes the scope, methods, and results of the notice program	10 days before the Final Approval Hearing
Deadline for Class Counsel or Defendants' Counsel to file a brief responding to any objection	7 days before the Final Approval Hearing
Final Approval Hearing	To be determined by the Court

Memorandum of Points and Authorities in Support of Motion for Preliminary Approval

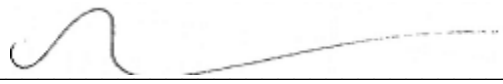
1 **VI. CONCLUSION**

2 Plaintiff respectfully requests that the Court preliminarily approve the proposed
3 settlement and sign the proposed Preliminary Approval Order, which is submitted herewith,
4 and schedule the Final Approval Hearing.
5

6
7 Dated: September 29, 2025

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

8
9
10 By: _____



TODD M. FRIEDMAN
ADRIAN R. BACON

Proposed Class Counsel

1 **PROOF OF SERVICE**

2 I am employed in Los Angeles County, California. I am over the age of 18 and
3 not a party to this action. My business address is 23586 Calabasas Rd., Suite 105, Calabasas,
4 CA 91302.

5 On September 29, 2025 I served the foregoing documents, described as:

6 **NOTICE OF MOTION AND PLAINTIFF'S MEMORANDUM OF POINTS AND**
7 **AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY**
8 **APPROVAL OF CLASS ACTION SETTLEMENT; PROPOSED ORDER**

9 ☐ the original of the document

10 ☒ true copies of the document

11 Kenneth W. Chung
12 kchung@kringandchung.com
13 Matthew A. Reynolds
14 mreynolds@chunglaw.com
15 CHUNG & REYNOLDS, P.C.
16 Attorneys for Defendant

17 ☒ **BY ELECTRONIC MAIL:** I served the above documents in pdf format to the
18 email listed in the service caption above. A true and correct copy of transmittal will be
19 produced if requested by any party or the Court.

20 ☒ **STATE:** I declare under penalty of perjury under the laws of the state of
21 California that the above is true and correct.

22 Executed this September 29, 2025, at Calabasas, California.

23
24 /s/ Todd Friedman

25 Todd Friedman
26
27
28