

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE EVENFLO CO., INC.,
MARKETING, SALES PRACTICES AND
PRODUCTS LIABILITY LITIGATION

MDL No. 1:20-md-02938-DJC
CLASS ACTION

This Document Relates To:

ALL ACTIONS

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT AND CONDITIONAL
CERTIFICATION OF SETTLEMENT CLASS**

Plaintiffs respectfully move the Court pursuant to Fed. R. Civ. P. 23(e) for an order:

- a. Determining that the Court will likely be able to approve the proposed Settlement¹ as fair, reasonable, and adequate, pursuant to Fed. R. Civ. P. 23(e)(2);
- b. Determining that the Court will likely be able to certify the Settlement Class, as defined in the Settlement Agreement, for purposes of judgment on the proposed Settlement pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3);
- c. Appointing Plaintiffs as Class Representatives of the Settlement Class;
- d. Appointing Lieff Cabraser Heimann & Bernstein, LLP, Hagens Berman Sobol Shapiro LLP, and Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel;
- e. Approving the proposed Notice Plan set forth in the Settlement Agreement and the Declaration of Epiq Class Action and Claims Solutions, Inc. ("Epiq"), including the

¹ The Settlement Agreement is attached as Exhibit 1 to the Declaration of Mark P. Chalos filed in support of this Motion.

- proposed forms of notice, and directing that notice be disseminated pursuant to the Notice Plan and Fed. R. Civ. P. 23(e)(1);
- f. Appointing Epiq Class Action and Claims Solutions, Inc. as Settlement Administrator and directing Epiq to carry out the duties and responsibilities of the Settlement Administrator specified in the Settlement;
 - g. Staying all non-settlement related proceedings in this lawsuit pending final approval of the Settlement;
 - h. Setting deadlines for Class Members to request exclusion from the Class or to object to the Settlement; and
 - i. Scheduling a Final Approval Hearing and certain other dates in connection with the final approval of the Settlement pursuant to Fed. R. Civ. P. 23(e)(2).

Defendant Evenflo, Inc. does not oppose this motion. This motion is based on the accompanying memorandum of points and authorities; the Settlement Agreement and exhibits thereto; the Declaration of Mark Chalos filed herewith; the argument of counsel; all papers and records on file in this matter; and such other matters as the Court may consider.

Dated: March 20, 2025

Respectfully submitted,

/s/ Steve W. Berman

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CERTIFICATE OF SERVICE

I hereby certify that on March 20, 2025, I caused the foregoing to be filed via the Court's electronic filing system which will notify all counsel of record of the same.

/s/ Steve W. Berman _____

Steve W. Berman