

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
(ROCK HILL DIVISION)

TIFFANY COLEMAN, KELI SWANN,  
and HEATHER BROOKE,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

BRITAX CHILD SAFETY, INC.,

Defendant.

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

CASE NO.: 0:21-cv-00721-SAL

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND UNCONDITIONAL CERTIFICATION OF SETTLEMENT CLASS**

Plaintiffs Tiffany Coleman, Keli Swann, and Heather Brooke, on behalf of themselves and the Settlement Class Members, respectfully move, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order finally approving the class action Settlement Agreement (ECF No. 119-3) with Defendant Britax Child Safety, Inc and unconditionally certifying the Settlement Class.

For the reasons set forth in the supporting Memorandum, Plaintiffs respectfully move the Court for an Order:

1. Granting final approval of the Settlement as fair, adequate, and reasonable as required by Rule 23(e) and due process;
2. Unconditionally certifying a Rule 23(b)(3) class for settlement purposes;
3. Approving the method of allocation and distribution of the Cash Minimum Fund as set forth in the Settlement Agreement; and

4. Authorizing and directing the implementation of all terms and provisions of the Settlement Agreement.

Dated: January 22, 2024.

Respectfully submitted,

/s/ Harper T. Segui

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

Harper T. Segui  
Martha A. Geer\*  
900 W. Morgan Street  
Raleigh, NC 27603  
Phone: (919) 600-5000  
Fax: (919) 600-5035  
[hsegui@milberg.com](mailto:hsegui@milberg.com)  
[mgeer@milberg.com](mailto:mgeer@milberg.com)

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

Jonathan B. Cohen\*  
800 S. Gay Street, Suite 1100  
Knoxville, TN 37929  
Phone: (865) 247-0080  
Fax: (865) 522-0049  
[jcohen@milberg.com](mailto:jcohen@milberg.com)

*Attorneys for Plaintiffs*

\* admitted *pro hac vice*

**CERTIFICATE OF SERVICE**

I hereby certify that on January 22, 2024, 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/ Harper T. Segui* \_\_\_\_\_  
Harper T. Segui

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
(ROCK HILL DIVISION)

TIFFANY COLEMAN, KELI SWANN,  
and HEATHER BROOKE,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

BRITAX CHILD SAFETY, INC.,

Defendant.

---

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

CASE NO.: 0:21-cv-00721-SAL

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

**TABLE OF CONTENTS**

INTRODUCTION .....1

I. FACTUAL AND PROCEDURAL BACKGROUND .....1

II. SUMMARY OF THE SETTLEMENT TERMS ..... 4

    A. The Settlement Fund ..... 4

    B. The Class Definition.....5

    C. Monetary Settlement Benefits .....6

    D. Non-Monetary Settlement Benefits..... 7

    E. Release of Claims .....8

    F. Notice, Claims Process, and Settlement Administration.....8

    G. Service Awards, Attorneys’ Fees, Costs, and Expenses .....9

    H. Reaction of the Class Members to the Settlement.....10

III. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS .....10

IV. THE COMPLETED NOTICE PLAN SATISFIES DUE PROCESS AND RULE 23 .....11

V. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE AND MERITS  
    FINAL APPROVAL.....14

    A. The Settlement Meets the Fourth Circuit’s Fairness Requirement and  
        Rule 23(e)(2)(A), (B), (D)..... 15

    B. The Settlement Meets the Fourth Circuit’s and Rule 23(e)(2)(C)’s Adequacy  
        Requirements.....18

    C. The Settlement is Fair, Reasonable, and Adequate Under Rule 23(e) in Light of the  
        Risks .....20

CONCLUSION.....22

**TABLE OF AUTHORITIES**

	<b>Page(s)</b>
<b>Cases</b>	
<i>In re Allura Fiber Cement Siding Litigation</i> , No. 2:19-MN-02886-DCN, 2021 WL 2043531 (D.S.C. May 21, 2021).....	<i>passim</i>
<i>In re Lumber Liquidators</i> , 952 F.3d 471 (4th Cir. 2020) .....	14-18
<i>McAdams v. Robinson</i> , 26 F.4th 149 (4th Cir. 2022) .....	11, 13-16
<i>Pearlstein v. Blackberry Ltd.</i> , 2022 U.S. Dist. LEXIS 177786 (S.D.N.Y. Sep. 29, 2022).....	13
<i>Teachers’ Retirement System of Louisiana v. A.C.L.N., Ltd.</i> , 2004 U.S. Dist. LEXIS 8608 (S.D.N.Y. May 14, 2004).....	21
<i>Yaeger v. Subaru of Am., Inc.</i> , No. 114CV4490JBSKMW, 2016 WL 4541861 (D.N.J. Aug. 31, 2016) .....	17
<b>Statutes and Rules</b>	
28 U.S.C. § 1712(a) .....	9
Federal Rule of Civil Procedure 23 .....	<i>passim</i>
Advisory Committee Notes to 2018 Amendments, Federal Rule of Civil Procedure 23 .....	14, 19
<b>Other Authorities</b>	
Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” (3d ed. 2010) .....	12

## **INTRODUCTION**

On August 25, 2023, this Court preliminarily approved (ECF 119-3) the Settlement entered into by Plaintiffs Tiffany Coleman, Keli Swann, and Heather Brooke and Defendant Britax Child Safety, Inc. (ECF No. 123 (“Preliminary Approval Order”). The Settlement provides meaningful monetary and non-monetary benefits to purchasers from March 15, 2015 through August 25, 2023 of the following Britax belt-positioning booster seats: the Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline booster seats (the “Booster Seats”).

In accordance with the Preliminary Approval Order, Plaintiffs now seek final approval of the Settlement. The court-approved settlement administrator has completed the notice plan approved by the Court and the deadlines for filing claims, requests for exclusion, and objections have passed. To date, there have been no objections made to the Settlement and only nine individuals have sought exclusion from the Settlement Class. Given that obtaining any favorable result in this case would likely take years of expensive litigation at the trial and appellate levels—and a realistic risk exists that Plaintiffs ultimately might not prevail—this Settlement provides a positive result for Settlement Class Members without the time and risk posed by further litigation. Final approval of the Settlement is appropriate.

### **I. FACTUAL AND PROCEDURAL BACKGROUND**

On March 12, 2021, Plaintiffs Tiffany Coleman and Keli Swann filed this putative class action against Britax on behalf of a nationwide class and Indiana and North Carolina subclasses. (ECF No. 1). Plaintiffs Coleman and Swann alleged, on behalf of a nationwide class and Indiana and North Carolina subclasses, that Britax misrepresented the side-impact testing of and the side-impact protection offered by its Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline belt-positioning booster seat models (the “Booster Seats”). (*Id.*). Among other allegations, Plaintiffs Coleman and Swann alleged that Britax used its deceptive marketing of the Booster Seats

to charge a premium for its Booster Seats and that if Britax had truthfully disclosed the nature of its side-impact testing, the market value of the Booster Seats would have been substantially less.

On August 4, 2021, prior to Britax responding to the Complaint, the Parties engaged in a one-day mediation with Thomas J. Wills of Charleston, South Carolina, a highly-respected mediator with significant class-action experience. (Declaration of Martha A. Geer in Support of Final Approval (“Geer Decl.”) ¶ 6). That mediation session was ultimately unsuccessful, and Britax filed its Answer on August 27, 2021. (*Id.*). On November 30, 2021, Plaintiffs filed an Amended Complaint adding a third named plaintiff, Heather Brooke, a Florida subclass, and claims under Florida state law. (ECF No. 48).

Plaintiffs’ Amended Complaint alleged specifically that Britax’s advertising practices focused on persuading parents that Britax’s Booster Seats have a higher market value because of their alleged enhanced safety features for side-impact collisions and claimed side-impact testing. (ECF No. 48 ¶¶ 40-41). To persuade parents that Britax’s Booster Seats were safer than the competition, Plaintiffs alleged that Britax misrepresented to consumers that its Booster Seats had special side-impact protection despite having no evidence that the Booster Seats’ features did provide effective side-impact protection and made representations regarding side-impact testing of the Booster Seats that misled consumers into believing that Britax testing had shown that the Booster Seats were safe in side-impact collisions. (*Id.* ¶¶ 64-65). The goal of the claims regarding side-impact testing and side-impact protection were to reassure parents that they could move their children from harnessed car seats into Britax’s Booster Seats without decreasing the children’s safety. (*Id.* ¶¶ 60-61). All of Britax’s actions, Plaintiffs alleged, allowed Britax to increase its market share of booster seat purchases and sell the Booster Seats at a premium. (*Id.* ¶¶ 67-69).

Britax denied the material allegations in the Amended Complaint, and the Parties



proceeded with discovery. Plaintiffs served Britax with four sets of Requests for Production of Documents, two sets of Requests for Admissions, and two sets of Interrogatories. (Geer Decl. ¶ 11). In addition to responding to the written requests, Britax produced numerous documents relating to the design, testing, and marketing of the Booster Seats. (*Id.*). Plaintiffs also served subpoenas duces tecum on retailers of the Booster Seats, including Albee Baby, Amazon, Bed Bath & Beyond, buybuy Baby, Kohl's, Target, and Walmart, and negotiated with them. (*Id.* ¶ 11). During the discovery period, Plaintiffs also consulted with experts in the testing of child restraint systems and consumer perceptions. (*Id.* ¶ 13). Britax in turn served Plaintiffs with requests for production of documents and interrogatories. (*Id.* ¶ 12).

On December 29, 2022, while discovery was ongoing, Plaintiffs filed a motion for class certification. (ECF No. 71). In support of this motion, Plaintiffs submitted a declaration from an expert in child restraint system testing and declarations from two of the Plaintiffs. (*Id.*). Prior to responding to the motion, Britax took the depositions of each of the three Plaintiffs and Plaintiffs' expert. (Geer Decl. ¶ 15). Britax filed its opposition to class certification on February 16, 2023, including declarations from (i) an expert in response to Plaintiffs' testing expert and (ii) a consumer perception expert. (ECF No. 77). Britax also filed a *Daubert* motion with respect to Plaintiffs' expert. (ECF No. 76). Plaintiffs took the depositions of both experts and of Mr. Scott Tassinari, Britax's Vice President of Quality and Consumer Services (Geer Decl. ¶ 15), and on March 23, 2023, filed a reply brief in support of class certification and an opposition to the *Daubert* motion. (ECF Nos. 83, 84).

While completing the class certification briefing, the Parties continued to negotiate regarding outstanding discovery issues and worked to schedule the depositions of five key current and former Britax executives, as well as a Rule 30(b)(6) deposition. (Geer Decl. ¶ 16). During

those negotiations, the Parties agreed to participate in a second mediation with Mr. Wills, which took place on April 19, 2023. (*Id.*). The Parties made substantial progress towards a settlement during the day-long mediation but were unable to come to an agreement. (*Id.* ¶ 16). Following the mediation, the Parties continued with discovery negotiations while simultaneously working towards a potential global settlement of this case. (*Id.* ¶ 17). The Parties ultimately reached agreement on the material terms as reported to the Court on June 21, 2023. (*Id.* ¶ 17; ECF No. 108).

The Parties ultimately memorialized the settlement in the Settlement Agreement, which included and agreed-upon Claims Form, Email Notice, Postcard Notice, Detailed Notice, and Proposed Preliminary Approval Order. (Geer Decl. ¶ 18; *see* ECF 119-3 (executed copy of the Settlement Agreement and Release)). This Court granted preliminary approval of the Settlement on August 25, 2023, finding the “[t]he Settlement falls well within the range of reason, has no obvious deficiencies, and does not unreasonably favor the named Plaintiffs or any segment of the proposed Settlement Class.” (ECF 123 p. 2).

## **II. SUMMARY OF THE SETTLEMENT TERMS**

### **A. The Settlement Fund**

The Settlement established a non-reversionary Cash Minimum Fund in the amount of \$1,300,000 to provide for payment of the cash benefits to the Settlement Class, as well as the costs of notice and administration, Plaintiffs’ Service Awards, and attorneys’ fees and costs. The amount of the settlement fund will initially be a non-reversionary Cash Minimum Fund of \$1,300,000. Given the number of claims ultimately made, the Cash Minimum Fund will likely not be exhausted, (Declaration of Steven Weisbrot, Esq. of Angeion Group, LLC Regarding Settlement Administration (“Weisbrot Decl.”) ¶ 20), but nevertheless the Settlement provided that Britax

would replenish it on an as-needed basis up to an additional \$500,000 for a total maximum payment under the Settlement of \$1,800,000 (defined in the Settlement as the “Maximum Cap”). (Settlement ¶¶ E, 3.2.1, 3.2.3, 3.3.1-3.3.2)<sup>1</sup>.

The Settlement further provided that any amount remaining in the non-reversionary Cash Minimum Fund after distribution to Settlement Class Members with valid claims and payment of the costs of notice, administration, service awards, and attorneys’ fees and expenses would be, subject to the Court’s approval, (i) paid to *cy pres* not-for-profit organizations of the Parties’ choosing and related to the subject matter of the litigation (including, but not limited to, Safe Kids Worldwide), and/or (ii) used to fund third parties’ research and development and/or educational car seat campaigns. (*Id.* ¶ 3.2.3.4).

#### **B. The Class Definition**

The proposed Settlement Class consists of: “All natural persons who purchased, not for resale, any Booster Seat in the United States from March 12, 2015, to the date of entry of the Preliminary Approval Order,” which was August 25, 2023. (*Id.* ¶ 1.3). “Booster Seat” means “any of the following Britax belt-positioning booster seats sold in the United States between March 12, 2015 and [August 25, 2023]: Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline.” (*Id.* ¶ C). Excluded from the Settlement Class are (i) Britax; (ii) Britax’s parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Britax has a controlling interest; and (iv) any judge presiding over this Action, their staff, and the members of the judge’s immediate family. (*Id.* ¶ 1.3).

---

<sup>1</sup> All citations to the “Settlement” refer to the executed copy of the Settlement Agreement and Release previously filed as ECF No. 119-3.

### C. Monetary Settlement Benefits

The Settlement provides Settlement Class Members possessing Proof of Purchase with a choice of either a \$25 cash refund for each past Booster Seat purchase or one \$40 voucher that can be used to purchase products on the Britax website. (*Id.* ¶ 3.1.1). The Settlement defines “Proof of Purchase” broadly.<sup>2</sup> (*Id.* ¶ 3.1.4).

Settlement Class Members without proof of purchase may each obtain a \$25 voucher. (*Id.* ¶ 3.1.2). Those Settlement Class members without Proof of Purchase are required to correctly answer certain questions specified in the Settlement to verify that they did in fact purchase a Booster Seat. (*Id.* ¶ 3.1.2).

Significantly, the \$25 and \$40 vouchers do not reduce the Settlement’s Cash Minimum Amount of \$1,300,000 or the Replenishment Amount of \$500,000. (*Id.* ¶ 3.3.2.1). Only the \$25 cash payments selected by Claimants with Proof of Purchase will be paid from the Settlement funds. Vouchers may be used for any full-price item on Britax’s website, although they cannot be combined with another discount or promotion. (*Id.* ¶ 3.1.3). As of the date of this memorandum, Britax has available on its website a wide selection of products, including accessories starting at \$14.99. (Geer Decl. ¶ 28). At least 12 products are available for less than \$25. (*Id.*). The vouchers will be valid for six months and are transferable. (Settlement ¶ 3.1.3).

---

<sup>2</sup> The Settlement defines Proof of Purchase as including (i) a valid receipt or order confirmation from an authorized retailer; (ii) other physical evidence reflecting the Claimant’s purchase claim (*e.g.*, a credit card statement or invoice that definitively identifies the purchase amount) accompanied by a description of the Booster Seat model purchased; or (iii) evidence of the purchase in Britax’s available records either as (a) a result of making a direct purchase from Britax’s website [us.britax.com](http://us.britax.com) or (b) by applicable product registration with Britax. Claimants will not be required to provide Proof of Purchase for purchases of Booster Seats reflected in Britax’s records. (Settlement ¶ 3.1.4).

**D. Non-Monetary Settlement Benefits**

In addition to the monetary benefits described above, Britax will also provide substantial non-monetary benefits designed to educate Settlement Class members and future purchasers by providing additional, readily accessible information in a post on Britax’s knowledge center, in its Boosters & Harnesses-to-Boosters FAQs, and/or on social media regarding (i) the safety benefits of not transitioning to belt-positioning booster seats too early in a child’s development, (ii) proper installation of belt-positioning booster seats, and (iii) proper placement of children in belt-positioning booster seats. (*Id.* ¶ 3.3.3).

Since preliminary approval of the Settlement, the Parties have further agreed that Britax will make the below changes to its website in order to effectuate the non-monetary benefits provided for in the Settlement:

- Under the Boosters & Harnesses-to-Boosters FAQs on Britax’s website, in response to the question “When can I move my child from a harnessed seat or booster seat to the vehicle seat belt,” Britax will add the following: “According to the National Highway Traffic Safety Administration (NHTSA), it is best for children to continue to use a forward-facing car seat with a harness and top tether in the back seat until the child has reached the maximum height and weight of the forward-facing harnessed car seat.”
- In the Knowledge Center on Britax’s website, in the Article “Booster Basics,” Britax will add the following: “According to the National Highway Traffic Safety Administration (NHTSA), it is best for children to continue to use a forward-facing car seat with a harness and top tether in the back seat until the child has reached the maximum height and weight of the forward-facing harnessed car seat. Harnessed

seats have an internal 5-point harness system that is used to restrain the child. Booster seats differ from a harnessed car seat in that a booster seat, by definition, ‘boosts’ the child up so that the vehicle seat belt is positioned correctly across the child’s hips and shoulder/middle of the chest. Booster seats rely on the vehicle seat belts to hold both the child and the booster seat in position.”

- Britax will have the “Booster Basics” article as the first article posted under “All Articles” section of the Knowledge Center and shall add the “Booster Basics” article under the “Fit and Comfort” section of the Knowledge Center.

(Geer Decl. ¶ 32).

#### **E. Release of Claims**

In exchange for the settlement benefits, Plaintiffs and Settlement Class Members (which as defined in the Settlement does not include those seeking exclusion from the Class) will release Britax from all claims as outlined in the Settlement Agreement. (Settlement ¶¶ 10.1-10.4). The release does not, however, encompass claims involving personal injury. (*Id.* ¶ 10.1).

#### **F. Notice, Claims Process, and Settlement Administration**

The Notice Plan approved by the Court included: (a) a Settlement Website; (b) direct email and postcard notice; (c) an online nationwide media campaign including internet banner advertisements, search engine advertisements, and advertisements on social media websites such as Facebook and Instagram that all link directly to the Settlement website; and (d) a toll-free number for requests by Settlement Class Members for Settlement documents. (*Id.* ¶ 7.3.5). For the direct email and postcard notice, Britax supplied the Settlement Administrator with all email and postal addresses of the Settlement Class available to Britax in its records, including for purchasers of Britax Booster Seats on Britax’s website and consumers who registered their Booster Seat with

Britax. (*Id.* ¶ 7.3.3).

The Parties designated the Angeion Group, LLC to serve as the Settlement Administrator, which the Court approved. (ECF No. 123 ¶ 6). The Settlement Administrator fully implemented and administered the Notice Plan. (Weisbrot Decl. ¶¶ 5-19). January 7, 2024 was the last day for submitting a Claim. As of January 15, 2024, Angeion had received 4,354 online claim submissions and 31 submissions by mail. (*Id.* ¶ 20). Angeion is now in the process of doing a final audit and review of the submissions, including but not limited to, evaluation for eligibility and validity and reviewing for duplicative submissions. (*Id.*).

### **G. Service Awards, Attorneys' Fees, Costs, and Expenses**

The Settlement provided for service awards, attorneys' fees, costs, and expenses as approved by the Court to be paid from the Cash Minimum Fund. (Settlement ¶¶ 3.3.2.2, 8.1). Class Counsel has petitioned the Court for a service award of \$2,500 for each Class Representative for their service to the Settlement Class and sought \$450,000 for attorneys' fees and expenses, an amount Britax agreed in the Settlement not to oppose. (*Id.*). No portion of the attorneys' fees and expenses award is attributable to the award of vouchers; the amount of fees and expenses is based solely on the amount of the Cash Minimum Fund.<sup>3</sup> This agreement as to service awards and fees was negotiated at arm's length and only after agreement was reached on the substantive terms of the Settlement. ECF No. 128-2 ¶ 25.

---

<sup>3</sup> The Class Action Fairness Act provides that where "a proposed settlement in a class action provides for a recovery of coupons to a class member, the portion of any attorney's fee award to class counsel that is attributable to the award of the coupons shall be based on the value to class members of the coupons that are redeemed." 28 U.S.C. § 1712(a). The Parties have agreed, however, that attorneys' fees will only be calculated as a percentage of the Cash Minimum Fund.

#### **H. Reaction of the Class Members to the Settlement**

The deadline for Settlement Class Members to exclude themselves from the Settlement was January 7, 2024. To date, Angeion has received only nine requests for exclusion. (Weisbrot Decl. ¶ 22). The deadline to object to the Settlement was also January 7, 2024, and Angeion has not received or been made aware of any objections to the Settlement. *Id.*

#### **III. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS**

This Court preliminarily certified the Settlement Class in its Preliminary Approval Order. (ECF 123 pp. 2-3). The Court preliminarily found “solely for purposes of the Settlement that: (a) the Settlement Class is so numerous that joinder of all Settlement Class members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class and will continue do so; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.” (ECF 123 p. 3).

No facts or law relevant to the certification of the Settlement Class have changed. The Court should, therefore, find that the Settlement Class continues to meet the requirements of Rule 23(a) and 23(b)(3) and should unconditionally certify the Settlement Class for purposes of the Settlement. *See In re Allura Fiber Cement Siding Litig.*, No. 2:19-MN-02886-DCN, 2021 WL 2043531, at \*2 (D.S.C. May 21, 2021) (“The Court previously found that the requirements of Rule 23(a) and 23(b)(3) have been satisfied in this Action when conditionally certifying the Settlement Class in its Preliminary Approval Order. The Court incorporates its findings from the Preliminary Approval Order and finds that the Settlement Class continues to meet the requirements of Rule



23(a) and 23(b)(3), and therefore the class is unconditionally certified for purposes of this Settlement.” (internal citation to record omitted)).

#### IV. THE COMPLETED NOTICE PLAN SATISFIES DUE PROCESS AND RULE 23

As the Fourth Circuit has explained, determining the adequacy of the notice provided to class members regarding a settlement “has both a constitutional and a procedural component.” *McAdams v. Robinson*, 26 F.4th 149, 157 (4th Cir. 2022). With respect to the constitutional component, “[t]o bind an absent class member, notice to the class must provide minimal procedural due process protection. The absent class member must receive notice plus an opportunity to be heard and participate in the litigation. That notice must be reasonably calculated, under all the circumstances, to apprise absent class members of the pendency of the action and afford them an opportunity to present their objections.” *Id.* at 157-58 (cleaned up).

With respect to the procedural component:

Federal Rule of Civil Procedure 23(e) governs notice to absent class members. It requires “direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). But it doesn't specify what the notice must say. Rather, the notice need only “fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings.” *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 114 (2d Cir. 2005) (cleaned up). Put another way, “Rule 23(e) requires notice that describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 946 (cleaned up).

*Id.* at 158.

In this case, those Settlement Class Members for whom Britax had email or postal addresses received direct notice of the Settlement by email or postcard notice. (Weisbrot Decl. ¶¶ 6-12). Both forms of direct notice provided information about the terms of the Settlement, identified a toll-free telephone support number, and directed Class Members to a case-specific website maintained by Angeion where the Settlement Class Member could obtain additional

information. (*Id.* Exhibits B and C). The website had a longform notice on it providing a detailed explanation of the Settlement and the Settlement Class Members' rights, as well as identifying important dates and deadlines pertinent to the Settlement, including the deadlines for filing claims, seeking exclusion from the class, and objecting. (*Id.* ¶ 18). Through this direct notice process, 37,445 emails were successfully delivered, and 14,692 postcards were successfully mailed following identification of updated addresses. (*Id.* ¶¶ 7-12).

In addition, Angeion provided media notice through programmatic display advertising (banner ads), social media advertising, and a paid search campaign that also provided links to the settlement website. (*Id.* ¶¶ 13-17, Exhibits D-F). This media notice exceeded expectations, reaching approximately 85.48% of the target audience, with an average frequency of 8.79 times each and serving a total of 41,716,459 impressions. (*Id.* ¶ 14). This reach exceeds the standard set out by the Federal Judicial Center, which states that a publication notice plan that reaches 70% of class members is one that reaches a "high percentage" and is within the "norm." Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, "Managing Class Action Litigation: A Pocket Guide for Judges," at 27 (3d ed. 2010).

The Settlement Website itself, [www.britaxcolemanboostersettlement.com](http://www.britaxcolemanboostersettlement.com), included not only the longform notice, but also posted a copy of the full Settlement Agreement, the Order Granting Motion for Preliminary Approval, and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards. *See* <https://www.britaxcolemanboostersettlement.com/important-documents>. The website has to date received 50,183 unique visitors resulting in 72,764 page views. (Weisbrot Decl. ¶ 17). The website also had a "Contact Us" page where Class Members could send an email with additional questions to a dedicated email address. (*Id.* ¶ 16).

The email notice, postcard notice, and settlement website all provided Settlement Class Members with the essential information regarding the Settlement, including the deadlines for filing a Claim, requesting exclusion, or objecting to the Settlement. (*Id.* Exhibits B, C, G).

In a consumer false advertising case such as this one in which identifying the purchasers and providing direct notice is difficult, the notice in this case was reasonably calculated to reach a very substantial percentage of the purchasers and sufficiently notified them of the terms of the settlement and the opportunity to object or seek to be excluded. Steven Weisbrot, President and Chief Executive Officer of Angeion Group, LLC, the highly-respected court-appointed Settlement Administrator in this case, stated in his declaration: “It remains my professional opinion that the Notice Plan described herein provided full and proper notice to the Settlement Class before the claims, opt-out and objection deadlines, and was the best notice practicable under the circumstances . . . .” (*Id.* ¶ 26).

In short, the Notice Plan met both the constitutional and Rule 23 requirements for notice. *See McAdams*, 26 F.4th at 158 (finding notice adequate when provided by email, postcard, and a settlement website with a longform notice that “fairly apprised class members of the proceedings as well as their options” and gave class members “access to information about the total settlement, attorneys’ fees, and distribution method” as well as providing them “with the means to find more information if they wanted it”); *In re Allura Fiber Cement Siding Litig.*, No. 2:19-MN-02886-DCN, 2021 WL 2043531, at \*2 (D.S.C. May 21, 2021) (concluding similar combination of direct notice and media notice to be “the best practicable notice to Settlement Class Members under the circumstances” and sufficient to satisfy “the requirements of the Federal Rules of Civil Procedure and due process”); *see also Pearlstein v. Blackberry Ltd.*, 2022 U.S. Dist. LEXIS 177786, at \*25 (S.D.N.Y. Sep. 29, 2022) (approving “combination of individual first-class mail and/or email

notice to all Class Members who could be identified with reasonable effort, supplemented by publication notice”).

**V. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE AND MERITS FINAL APPROVAL**

The Fourth Circuit in *In re Lumber Liquidators*, 952 F.3d 471, 484 n.8 (4th Cir. 2020), pointed out that on December 1, 2018, two months after the district court in that case had entered its settlement approval order, Rule 23(e) had been “amended to specify factors for assessing the ‘fairness, reasonableness, and adequacy’ of a class action settlement.” The Fourth Circuit noted that it had nonetheless continued to apply the Fourth Circuit’s “multifactor standards when reviewing settlements approved by district courts prior to the amendments to Rule 23(e)(2),” observing that the Fourth Circuit “factors for assessing class-action settlements almost completely overlap with the new Rule 23(e)(2) factors[.]” *Id.*

In *McAdams*, when reviewing the district court’s settlement approval order entered in 2020, the Fourth Circuit applied both Rule 23(e)(2)’s factors related to the adequacy of the settlement and the Fourth Circuit’s traditional adequacy factors. As the Fourth Circuit explained in *McAdams*:

Rule 23 requires courts to find that class settlements are “fair, reasonable, and adequate” before approving them. Fed. R. Civ. P. 23(e)(2). When reviewing the adequacy of a settlement, the court must consider “(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.” [Fed. R. Civ. P. 23](e)(2)(C). We have identified five other factors for assessing a settlement’s adequacy: “(1) the relative strength of the plaintiffs’ case on the merits; (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial; (3) the anticipated duration and expense of additional litigation; (4) the solvency of the defendant[ ] and the likelihood of recovery on a litigated judgment; and (5) the degree of opposition to the settlement.” *In re Lumber Liquidators*, 952 F.3d at 484[.]

26 F.4th at 159. *McAdams* suggests that district courts should apply both Rule 23(e)(2)'s factors and the Fourth Circuit's separate factors as set out in *Lumber Liquidators*. See Rule 23 Committee Notes of Rules—2018 Amendment, Subdivision (e)(2) (“The central concern in reviewing a proposed class-action settlement is that it be fair, reasonable, and adequate. Courts have generated lists of factors to shed light on this concern. . . . The goal of this amendment is not to displace any factor, but rather to focus the court and lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.”).

*McAdams* quoted and relied on *Lumber Liquidators*' factors for considering the adequacy of the settlement. So, for adequacy, the Court must consider both Rule 23(e)(2)(C) and the five *Lumber Liquidators* factors. With respect to fairness and reasonableness, *Lumber Liquidators* pointed out that the Fourth Circuit had “not enumerated factors for assessing a settlement's reasonableness,” but that it had “identified four factors for determining a settlement's fairness, which are: (1) the posture of the case at the time settlement was proposed; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel in the area of [the] class action litigation.” 952 F.3d at 484. These fairness factors overlap with Rule 23(e)(2)(A) (whether “the class representatives and class counsel have adequately represented the class”) and Rule 23(e)(2)(B) (whether “the proposal was negotiated at arm's length”). Rule 23(e)(2)(D), addressing whether “the proposal treats class members equitably relative to each other,” also relates to fairness.

**A. The Settlement Meets the Fourth Circuit's Fairness Requirement and Rule 23(e)(2)(A), (B), (D)**

**Rule 23(e)(2)(A)** requires the Court to consider whether “the class representatives and class counsel have adequately represented the class[.]” The fourth *Lumber Liquidator* fairness factor regarding the experience of counsel in class action litigation relates to this factor. In the

Preliminary Approval Order, the Court preliminarily found for purposes of the Settlement that “the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class” and that “the Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class and will continue to do so[.]” (ECF 123 p. 3). Nothing has occurred since the Preliminary Approval Order to call into question this finding, which is sufficient to meet the requirements of Rule 23(e)(2)(A). In addition, Class Counsel, as appointed by the Court for purposes of the Settlement, have significant class action experience (addressing *Lumber Liquidators*’ fourth fairness factor). (ECF 123 p. 4 (finding that Plaintiffs’ counsel were “experienced counsel”)).

**Rule 23(e)(2)(B)** requires that the Court determine whether the settlement “was negotiated at arm’s length.” *Lumber Liquidators*’ third fairness factor regarding circumstances surrounding the negotiations relates to this same issue. Here, the Court found in its Preliminary Approval Order that the “Settlement was the result of the Parties’ good-faith negotiations and was entered into by experienced counsel and only after extensive arm’s-length negotiations with the aid of an experienced mediator and without collusion.” (ECF 123 p. 4). After an initial mediation failed, the Parties, each represented by experienced class action counsel, proceeded with written discovery, deposition discovery, and class certification briefing—all vigorously contested litigation proceedings. Although progress was made in a second mediation with the assistance of a highly respected and experienced mediator, the Parties still did not reach an agreement and the litigation continued simultaneously with the ongoing settlement discussions. The Parties only sought a stay of the litigation proceedings when they reached agreement on all material settlement terms. Under these circumstances, the Court should make the same finding at the final approval stage as it did in its preliminary approval order: the Settlement was negotiated at arms’ length.

With respect to *Lumber Liquidators*' first and second fairness factors (the posture of the case at the time settlement was proposed and the extent of discovery that had been conducted), Britax produced numerous documents related to the design, testing, and marketing of the Booster Seats and responded to multiple sets of Interrogatories and Requests for Admissions. Plaintiffs produced documents relating to the Booster Seats they purchased and responded to Interrogatories about their purchases. And the three named Plaintiffs, Plaintiffs' and Britax's experts, and Britax's Vice president of Quality and Consumer Services each were deposed. Class certification was hotly contested and had been fully briefed, as had a *Daubert* motion with respect to Plaintiffs' expert. Based on both discovery and the litigation that had occurred, Class Counsel had the necessary foundation for making a settlement decision that would be in the best interests of the Settlement Class Members. See *In re Allura*, 2021 WL 2043531, \*2 ("There is a presumption of fairness, reasonableness, and adequacy when a class settlement is achieved through arms-length negotiations between experienced and capable counsel after meaningful discovery.").

**Rule 23(e)(2)(D)** requires, lastly, that the Court consider whether "the proposal treats class members equitably relative to each other." The Settlement distinguishes between Class Members with and without proof of purchase. Because of the potential for fraud—people filing claims even though they did not actually purchase the product—class settlements regularly provide superior benefits for Class Members with proof of purchase. See, e.g., *Yaeger v. Subaru of Am., Inc.*, No. 114CV4490JBSKMW, 2016 WL 4541861, at \*13 (D.N.J. Aug. 31, 2016) (holding that proof of purchase requirement "is reasonable to prevent fraudulent claims").

Under circumstances similar to this case, Judge Norton concluded that the "fairness" element had been met: "The proposed Settlement was reached after more than two years of litigation, witness interviews, expert investigation and testing, product and corporate research,

extensive motion briefing, exchange of written discovery requests, service of subpoenas, and review of responsive documents. Further, the Parties engaged in arm's-length negotiations [during multiple mediation sessions]. Counsel for both parties are highly experienced in building and other products liability class action litigation. In light of these factors, the Court finds that the Settlement is fair." *In re Allura*, 2021 WL 2043531, at \*3. The factors both under Rule 23(e) and set out in *Lumber Liquidators* support the same finding of "fairness" in this case.

**B. The Settlement Meets the Fourth Circuit and Rule 23(e)(2)(C) Adequacy Requirements**

**Rule 23(e)(2)(C)(i)** requires that the Court consider "the costs, risks, and delay of trial and appeal." This factor encompasses the *Lumber Liquidators*' adequacy factors requiring consideration of the relative strength of the plaintiffs' case on the merits, the existence of difficulties of proof or strong defenses, and the anticipated duration and expense of additional litigation.

While Class Counsel believe that they would ultimately prevail, when assessing the value of settlement, Class Counsel had to take into account the possibility that the Court might deny class certification (with the result that putative class members would receive nothing from the litigation), the expensive battle between experts that was forecast during the class action discovery, and the possibility that the Court might grant Britax summary judgment (although Plaintiffs believe such a decision would be reversed on appeal). If class certification were granted, Britax would almost inevitably, given the experience of its counsel, seek an interlocutory appeal that, if allowed, would likely delay the Parties proceeding to trial by a year. After a trial on remand, Plaintiffs would face another appeal, which could take another a year. In a worst-case scenario, if Britax appealed a class certification decision prior to a ruling on summary judgment and Plaintiffs prevailed on appeal, the Court could on remand grant summary judgment to Britax, which would



lead to another appeal. If Plaintiffs prevailed on the second appeal, a remand would result in a trial, which would likely lead to a third appeal.

Even if Plaintiffs ultimately prevailed, it would likely be years down the road. And the prospect reasonably exists that even with favorable rulings at the trial level, Plaintiffs could lose on appeal—again, after years of expensive litigation. This case can reasonably be viewed as a classic example of “a bird in the hand is worth two in the bush.”

**Rule 23(e)(2)(C)(ii)** addresses “the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims.” Angeion, the court-appointed settlement administrator, is responsible under the Settlement for “review[ing] all Claim Forms, proofs of purchase, and corroborating purchase information to determine their validity, eligibility, and the type and amount of Class Benefit to which the Claimant is entitled.” (Settlement ¶ 3.5). Angeion is directed by the Settlement to “reject any claim that does not materially comply with the instructions on the Claim Form, is not submitted by a Settlement Class Member, or is duplicative or fraudulent.” (*Id.*).

Within 30 days from January 7, 2024, or from receiving an insufficient Claim Form, whichever is later, Angeion will send Claimants whose claims have been rejected a written notice of deficiency identifying the reasons why the claim was deemed insufficient and the steps necessary to cure the deficiency. (*Id.*). Each Claimant will have 15 days from the date of emailing of the notice or receipt of a postal mailing to cure the deficiency. (*Id.*). If the deficiency is not cured, the Settlement Administrator will, after consultation with Class Counsel and Britax’s Counsel, deny the claim. (*Id.*). This process ensures that settlement proceeds go only to actual Class Members and includes a procedure to avoid denial of legitimate claims. The process is fair and efficient and provides a method of claims processing that will “deter or defeat unjustified

claims,” but is not a “claims process [that] is unduly demanding.” Rule 23 Committee Notes of Rules—2018 Amendment, Paragraphs (C) and (D).

**Rule 23(e)(2)(C)(iii)** requires consideration of any proposed award of attorney’s fees, including timing of payment. On November 27, 2023, Class Counsel filed a Motion for Attorneys’ Fees, Costs, Expenses, and Service Awards. (ECF 128). Pursuant to Paragraph 8.2 of the Settlement Agreement, Class Counsel agreed not to seek more than \$450,000 for attorneys’ fees and expenses. (ECF No. 119-3). The Settlement Agreement provides that “[t]he Settlement Administrator will pay Class Counsel the Court-approved Attorneys’ Fee and Expense Payment within twenty-one (21) days after the Effective Date.” (*Id.* ¶ 8.3). The “Effective Date” is the first date after the Court has entered the Final Approval Order and Judgment and that Judgment has become final. (*Id.* ¶ 11.1). The attorneys’ fees will be paid at the same time that valid claimants are paid. (*Id.* ¶¶ 3.1.5, 8.3).

**Rule 23(e)(2)(C)(iv)** requires consideration of any agreement required to be identified under Rule 23(e)(3). Rule 23(e)(3) provides: “The parties seeking approval must file a statement identifying any agreement made in connection with the proposal.” As detailed in Paragraph 32 of the Geer Declaration, the Parties have further agreed that Britax will make changes to its website in order to effectuate the non-monetary benefits that Britax will provide in accordance with Paragraph 3.3.3. of the Settlement. (*See* ECF No. 119-3 ¶ 3.3.3). The Parties have not entered into any other agreements in connection with the Settlement. (Geer Decl. ¶ 33).

**C. The Settlement is Fair, Reasonable and Adequate Under Rule 23(e) in Light of the Risks**

As Judge Norton persuasively explained in *In re Allura*, “the adequacy of the settlement when weighed against the risks and expenses of continued litigation and trial favors settlement. The Settlement provides substantial benefits to Settlement Class Members. If the Parties proceeded

to trial, they would incur significant additional expenses, including the further payment of expert witnesses and technical consultants, along with substantial time devoted to briefing Plaintiffs' motion for class certification, *Daubert* motions, summary judgment motions, preparing for and conducting trial, post-trial motion practice, and appeal, all of which could have impacted the recovery in this action. This Settlement represents an efficient alternative to what would otherwise have been a prolonged and complex class action. This is underscored by the fact that the Settlement Class—which could include thousands of members—has received relatively little opposition. There are no objections and only 19 opt-outs were filed—a fraction of the size of the total Settlement Class.” *In re Allura*, 2021 WL 2043531, at \*3. *See also Teachers’ Ret. Sys. of La. v. A.C.L.N., Ltd.*, 2004 U.S. Dist. LEXIS 8608, at \*16 (S.D.N.Y. May 14, 2004) (“[T]he proposed Settlement provides for payment to Class members now, not some speculative payment of a hypothetically larger amount years down the road. . . . Given the obstacles and uncertainties attendant to this complex litigation, the proposed Settlement is within the range of reasonableness, and is unquestionably better than the other likely possibility – little or no recovery.”).

Here, as a result of the Settlement, Class Members with Proof of Purchase—which could be an online receipt such as from an Amazon account, having registered their booster seat with Britax, a credit card receipt, or a record from a rewards card—can recover \$25 cash benefits for each Booster Seat they purchased regardless of how many. Even without Proof of Purchase, a Class Member could receive a \$25 voucher to use on Britax’s website simply by answering questions that would confirm their purchase. These are real monetary benefits that eligible Settlement Class Members will receive now no matter what. The alternative would be prolonged, expensive, and potentially risky litigation. Lastly, there have been no objections to the Settlement

and only nine requests for exclusion. Just as in *In re Allura*, final approval of the Settlement is appropriate.

**CONCLUSION**

For the above reasons, Plaintiffs respectfully request that the Court grant Plaintiffs' Motion for Final Approval of the Settlement.

Dated: January 22, 2024.

Respectfully submitted,

*/s/ Harper T. Segui*

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

Harper T. Segui  
Martha A. Geer\*  
900 W. Morgan Street  
Raleigh, NC 27603  
Phone: (919) 600-5000  
Fax: (919) 600-5035  
[hsegui@milberg.com](mailto:hsegui@milberg.com)  
[mgeer@milberg.com](mailto:mgeer@milberg.com)

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

Jonathan B. Cohen\*  
800 S. Gay Street, Suite 1100  
Knoxville, TN 37929  
Phone: (865) 247-0080  
Fax: (865) 522-0049  
[jcohen@milberg.com](mailto:jcohen@milberg.com)

*Attorneys for Plaintiffs*

\* admitted *pro hac vice*

**CERTIFICATE OF SERVICE**

I hereby certify that on January 22, 2024, the foregoing was filed via the Court's electronic filing system which will notify all counsel of record of the same.

*/s/ Harper T. Segui* \_\_\_\_\_  
Harper T. Segui

Declaration  
of  
Martha A. Geer

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
(ROCK HILL DIVISION)

TIFFANY COLEMAN, KELI SWANN,  
and HEATHER BROOKE,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

BRITAX CHILD SAFETY, INC.,

Defendant.

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

CASE NO.: 0:21-cv-00721-SAL

**DECLARATION OF MARTHA A. GEER IN SUPPORT OF  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Martha A. Geer, declare under penalty of perjury:

1. I am Co-Lead Settlement Class Counsel for Plaintiffs in this action. I make this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement. I have actively participated in the conduct of this litigation, have personal knowledge of the matters set forth in this Declaration, and if called as a witness, could and would competently testify to these facts under oath.

2. My firm, Milberg Coleman Bryson Phillips Grossman, PLLC, which has litigated this case, has extensive experience in prosecuting complex class actions across the country, including substantial experience in consumer fraud cases. (ECF No. 119-4). In addition, I am serving as co-lead counsel in three other class actions involving comparable allegations with respect to other manufacturers of belt-positioning booster seats, including an MDL pending in the District of Massachusetts involving the Evenflo Company, Inc. (*In re Evenflo Company, Inc.*

*Marketing, Sales Practices & Products Liability Litigation*, MDL No. 20-md-02938-DJC); consolidated class actions against Graco Childrens Products filed in the North District of Georgia (*Carder, et al. v. Graco Children's Products, Inc.*, 2:20-cv-00137-LMM); and consolidated actions against Artsana USA, Inc. pending in the Southern District of New York (*Sayers v. Artsana USA, Inc.*, 2021-cv-7933). My co-lead counsel in this case, Jonathan Cohen, has also been involved in each of these cases.

3. Class Counsel's and Milberg's years of experience representing consumers in complex class action cases (including other booster seat class actions), contributed to Counsel's ability to weigh Plaintiffs' settlement leverage, the risks of continuing litigation, the likely timeframe of continued litigation, and the needs of the Plaintiffs and the Settlement Class. While Class Counsel believed, and continue to believe, that Plaintiffs would ultimately prevail in the litigation on a class-wide basis, Class Counsel also is aware that a successful outcome is uncertain and would only be achieved after vigorous litigation potentially involving both interlocutory and final appeals, which could take years.

4. Notably, while the *Evenflo* MDL was the first filed booster seat class action litigation in 2020, discovery has only just begun after the district court granted a motion to dismiss, the First Circuit reversed and remanded, and the parties litigated over a period of many months whether the plaintiffs should be allowed to amend their complaint. The *Graco* class action, also filed in 2020, is about to wrap up fact discovery and move to expert discovery, but class certification and summary judgment briefing will be further down the road. *Evenflo* and *Graco* demonstrate how delayed and uncertain recovery for a class can be in the absence of a settlement. *Artsana*, filed in 2021, has, like this case, settled, and the final approval hearing is scheduled for April 2024.



5. The sections that follow explain the course of the litigation in this case, including the hard-fought negotiations that resulted in the Settlement Agreement before the Court for final approval. (ECF No. 119-3). The Settlement provides significant relief to consumers throughout the country and ensures that Britax will enhance its education of consumers regarding the proper use of belt-positioning booster seats. The Settlement is, in the opinion of Class Counsel, fair, reasonable, and adequate and worthy of final approval.

### **LITIGATION HISTORY**

6. On March 12, 2021, Plaintiffs Tiffany Coleman and Keli Swann commenced this putative class action against Britax Child Safety, Inc. (“Britax”). Plaintiffs Coleman and Swann alleged, on behalf of a nationwide class and Indiana and North Carolina subclasses, that Britax misrepresented the side-impact testing of and the side-impact protection offered by its Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline belt-positioning booster seat models (the “Booster Seats”). (ECF No. 1). Among other allegations, Plaintiffs Coleman and Swann alleged that Britax used its deceptive marketing of the Booster Seats to charge a premium for its Booster Seats and that if Britax had truthfully disclosed the nature of its side-impact testing, the market value of the Booster Seats would have been substantially less.

7. In their initial Complaint, Plaintiffs Coleman and Swann asserted causes of action for violations of the federal Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*, the North Carolina Unfair and Deceptive Trade Practices Act, the Indiana Deceptive Consumer Sales Act, Breach of Implied Warranty of Merchantability under North Carolina and Indiana law, and common law claims of fraudulent misrepresentation, fraudulent concealment, unjust enrichment, and negligent misrepresentation.

8. Following the filing of this case, Britax hired experienced and well-qualified class

action attorneys with the firm Morrison & Foerster. Britax, through its counsel, has vigorously defended this case throughout the proceedings. Britax has denied and continues to deny that it made any misrepresentations or otherwise committed any fraud or that it in any way harmed Plaintiffs or the Class Members.

9. Prior to Britax responding to the initial Complaint, the Parties mediated with Mr. Thomas J. Wills of Charleston, South Carolina, a highly-respected mediator with significant class action experience, on August 4, 2021. This early mediation was, however, unsuccessful, and Britax filed its Answer to the Complaint on August 27, 2021. (ECF No. 26).

10. On November 30, 2021, Plaintiffs filed an Amended Complaint adding a third named plaintiff, Heather Brooke, who is a resident of Florida. The Amended Complaint also added a Florida subclass, as well as causes of action for violation of the Florida Deceptive and Unfair Trade Practices Act and Breach of Implied Warranty of Merchantability under Florida law. (ECF No. 48). Britax answered the Amended Complaint on December 14, 2021. (ECF No. 49).

11. The Parties proceeded with discovery. Plaintiffs ultimately served Britax with four sets of Requests for Production of Documents, two sets of Requests for Admissions, and two sets of Interrogatories. In response, Britax produced numerous documents related to the design, testing, and marketing of the Booster Seats. Plaintiffs also served subpoenas duces tecum on retailers of Britax's Booster Seats, including Albee Baby, Amazon, Bed Bath & Beyond, buybuy Baby, Kohl's, Target, and Walmart, and negotiated with them.

12. Britax in turn served Plaintiffs with requests for production of documents and interrogatories.

13. During the discovery period, Plaintiffs' Counsel also consulted with experts in the testing of child restraint systems and consumer perceptions.

14. On December 29, 2022, while discovery was proceeding, Plaintiffs filed a motion for class certification. (ECF No. 71). In support of this motion, Plaintiffs submitted a declaration from an expert in child restraint system testing, John Yannaccone, and declarations from two of the Plaintiffs, Ms. Coleman and Ms. Swann, in support of the request for prospective injunctive relief. Ms. Brooke was not asked to file a declaration because she was not likely to be purchasing another Booster Seat in the near future due to the ages and sizes of her children.

15. Prior to filing its opposition, Britax took the depositions of all three Plaintiffs and of Mr. Yannaccone. Britax filed its opposition to class certification on February 16, 2023, including declarations from (i) an expert rebutting Plaintiffs' testing expert and (ii) a consumer perception expert. (ECF No. 77). Britax also filed a *Daubert* motion with regard to Plaintiffs' expert. (ECF No. 79). Plaintiffs took the depositions of both experts and Mr. Scott Tassinari, Britax's Vice President of Quality and Consumer Services. Following the depositions, Plaintiffs filed a reply brief and *Daubert* response brief on March 23, 2023, (ECF Nos. 83, 84). The motion for class certification and the *Daubert* motion were pending at the time of settlement and decisions on the motions were later held in abeyance by order of the Court. (ECF No. 123). While Plaintiffs believe they should prevail on both motions, they recognize that there is a risk of denial of class certification and even if Plaintiffs prevailed, Britax could choose to seek an interlocutory appeal of the class certification decision, which the Fourth Circuit could elect to allow. Even if Plaintiffs were successful on appeal, the appeal could delay the case proceeding by as much as a year.

16. While completing the class certification briefing, the Parties continued to negotiate regarding outstanding discovery issues and worked to schedule the depositions of five key current and former Britax executives, as well as a Rule 30(b)(6) deposition. During those negotiations, the Parties agreed to participate in a second mediation with Mr. Wills, which took place on April 19,

2023. The Parties made substantial progress towards a settlement during the day-long mediation but were unable to come to an agreement.

17. Following the mediation, the Parties continued with discovery negotiations while simultaneously working towards a potential global settlement of this case. The Parties were ultimately able to reach agreement on the material Settlement terms. Based on that agreement, the Parties further agreed that the depositions of Britax's current and former executives would not go forward.

18. The Parties successfully negotiated a final resolution that was memorialized in the Settlement Agreement and included agreed-upon Claim Forms, Email Notice, Postcard Notice, Detailed Notice, and Proposed Preliminary Approval Order. (ECF No. 119-3). The Settlement Agreement was vigorously negotiated at arm's length by counsel on both sides experienced in complex class action litigation especially with respect to consumer false advertising claims. Class Counsel was well positioned to evaluate and negotiate this settlement not only based on their experience litigating similar cases but also due to their pre- and post-suit investigatory work and both written discovery and initial depositions.

19. This Court granted preliminary approval of the Settlement on August 25, 2023, finding the "[t]he Settlement falls well within the range of reason, has no obvious deficiencies, and does not unreasonably favor the named Plaintiffs or any segment of the proposed Settlement Class." (ECF No. 123 p. 2).

20. Although Plaintiffs continue to feel confident regarding the merits of their claims, they recognize that there would be significant hurdles in litigating their claims to a successful adversarial resolution. There can be little doubt that continued litigation would be difficult, expensive, and time consuming.

21. Britax has opposed class certification, sought to exclude Plaintiff's expert, and indicated an intent to seek summary judgment. Plaintiffs anticipate that if this litigation were to continue, the Parties would likely engage in a hotly contested, expensive, and time-consuming motion for summary judgment and battle of experts. Further, Plaintiffs' counsel expect that if the Court certified a class, Britax would likely seek an interlocutory appeal of that decision to the Fourth Circuit.

22. If this Class Action ultimately proceeded to trial, the Parties would incur significant expenses, including further payment of expert witnesses and consultants, as well as expending substantial time on pre- and post-trial briefing, and preparing for and conducting trial. And, in the end, any favorable result at trial would lead to a lengthy appeal, which might or might not be successful. Plaintiffs and Class Counsel recognize that they face, at each stage, a realistic possibility that they could be unsuccessful—resulting in the Settlement Class receiving nothing. Even if the Plaintiffs ultimately prevailed, relief to the Settlement Class Members would be delayed likely for years.

23. Plaintiffs and Class Counsel appropriately determined that the Settlement reached by the Parties outweighs the gamble of continued litigation.

### **THE CLASS SETTLEMENT**

#### **A. Settlement Benefits**

24. The Settlement benefits are consistent with the goals of the Settlement Class based on Plaintiffs' claims in this action: reimbursement of a portion of the amount Settlement Class Members paid in reliance on Britax's alleged misrepresentations related to its side-impact testing and side-impact protection claims together with agreed-upon non-monetary benefits that will educate current and future owners of Britax belt-positioning booster seats regarding proper use of

the Booster Seats.

25. The Settlement established a non-reversionary Cash Minimum Fund in the amount of \$1,300,000 to provide for payment of the cash benefits to the Settlement Class, as well as the costs of notice and administration, Plaintiffs' Service Awards, and attorneys' fees and costs. While given the number of claims ultimately made (Declaration of Steven Weisbrot, Esq. of Angeion Group, LLC Regarding Settlement Administration ¶ 20), the Cash Minimum Fund will not be exhausted, the Settlement provided that Britax would replenish it on an as-needed basis up to an additional \$500,000 for a total amount of \$1,800,000. (Settlement ¶¶ 3.2.1, 3.2.3, 3.3.1-3.3.2).

26. The Settlement gave Class Members with valid Proof of Purchase the choice of either a \$25 cash refund for each Booster Seat they purchased from Britax or a \$40 voucher to be used towards the purchase of Britax products on the Britax website. (Settlement ¶ 3.1.1). Proof of Purchase is defined broadly. (*Id.* ¶ 3.1.4).

27. Settlement Class Members without valid Proof of Purchase may each obtain one \$25 voucher to be used towards the purchase of Britax products on the Britax website, provided the Claimant satisfies certain additional requirements specified in Section 3.1.2 of the Settlement. (Settlement ¶ 3.1.2). In Class Counsel's experience, consumer protection class action settlements often do not provide any recovery at all for potential Class Members who do not have proof of purchase.

28. The vouchers, which are transferable, are valid for six months and can be used towards any full-price item on Britax's website. They cannot be combined with another discount or promotion. (Settlement ¶ 3.1.3). In using the vouchers, Claimants can pick from a wide selection of products including accessories to travel systems, car seats, and strollers, which range in price from \$14.99 and up. At least 12 items on the Britax website are currently \$25 or less.

29. Importantly, the Settlement provided that the value of the vouchers are not subtracted from the Settlement's Cash Minimum Fund amount of \$1,300,000 or the Replenishment Amount of \$500,000. Only the \$25 cash payments will be paid from the Cash Minimum Fund or would have been paid from a Replenishment Amount, if any. The vouchers, therefore, made it possible for a greater number of Claimants to secure a form of monetary relief than if only cash payments were offered. (Settlement ¶ 3.3.2.1).

30. Any amount remaining in the \$1,300,000 Cash Minimum Fund following distribution to class members with valid claims and payment of the costs of notice, administration, service awards, and attorneys' fees and expenses shall be, subject to the Court's approval, (i) paid to cy pres not-for-profit organizations of the Parties' collective choosing and related to the subject matter of the litigation (including, but not limited to, Safe Kids Worldwide), and/or (ii) used to fund third parties' research and development and/or educational car seat campaigns. (Settlement ¶ 3.2.3.4).

31. In addition to the monetary relief, the Settlement Agreement specified that Britax would provide substantial non-monetary benefits designed to educate Settlement Class members and future purchasers by providing additional, readily accessible information in a post on Britax's knowledge center, in its Boosters & Harnesses-to-Boosters FAQs, and/or on social media regarding (i) the safety benefits of not transitioning to belt-positioning booster seats too early in a child's development, (ii) proper installation of belt-positioning booster seats, and (iii) proper placement of children in belt-positioning booster seats. (Settlement ¶ 3.3.3).

32. Since preliminary approval of the Settlement Agreement, the Parties have further agreed that Britax will make the below changes to its website in order to effectuate the non-monetary benefits discussed above:

- a. Under the Boosters & Harnesses-to-Boosters FAQs on Britax’s website, in response to the question “When can I move my child from a harnessed seat or booster seat to the vehicle seat belt,” Britax will add the following: “According to the National Highway Traffic Safety Administration (NHTSA), it is best for children to continue to use a forward-facing car seat with a harness and top tether in the back seat until the child has reached the maximum height and weight of the forward-facing harnessed car seat.”
  - b. In the Knowledge Center on Britax’s website, in the Article “Booster Basics,” Britax will add the following: “According to the National Highway Traffic Safety Administration (NHTSA), it is best for children to continue to use a forward-facing car seat with a harness and top tether in the back seat until the child has reached the maximum height and weight of the forward-facing harnessed car seat. Harnessed seats have an internal 5-point harness system that is used to restrain the child. Booster seats differ from a harnessed car seat in that a booster seat, by definition, ‘boosts’ the child up so that the vehicle seat belt is positioned correctly across the child’s hips and shoulder/middle of the chest. Booster seats rely on the vehicle seat belts to hold both the child and the booster seat in position.”
  - c. Britax will have the “Booster Basics” article as the first article posted under “All Articles” section of the Knowledge Center and shall add the “Booster Basics” article under the “Fit and Comfort” section of the Knowledge Center.
33. As required by Rule 23(e)(3), Class Counsel confirm that the Parties have not entered into any other agreements in connection with the Settlement.



**CONCLUSION**

34. Class Counsel’s substantial experience representing consumers in false advertising and product defect cases and in prosecuting complex class action claims contributed, during settlement negotiations, to an awareness both of the extent of Counsel’s settlement leverage and the needs of our clients and the Class. Class Counsel believed, and continue to believe, that our clients have claims that should ultimately prevail. However, Class Counsel are aware that the outcome is uncertain and that a favorable outcome would only be achieved after prolonged, arduous litigation with the attendant risk of drawn-out appeals.

35. In Class Counsel’s opinion, the Settlement warrants the Court’s final approval. Its terms are fair, reasonable, and adequate, and we recommend that the Court grant final approval of the Settlement Agreement.

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

Dated: January 21, 2024

/s/ Martha A. Geer  
Martha A. Geer  
**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, LLC**  
900 W. Morgan Street  
Raleigh, NC 27603  
Telephone: (919) 600-5000  
Facsimile: (919) 600-5035  
Email: mgeer@milberg.com

Declaration  
of  
Steven Weisbrot  
Angeion Group

**UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
(ROCK HILL DIVISION)**

TIFFANY COLEMAN, KELI SWANN,  
and HEATHER BROOKE,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

BRITAX CHILD SAFETY, INC.,

Defendant.

Case No. 0:21-cv-00721-SAL

**DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP, LLC  
REGARDING SETTLEMENT ADMINISTRATION**

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). I have personal knowledge of the matters stated herein.

2. My credentials were previously reported to this Court in my prior declaration (the “Notice Plan Declaration”) (ECF No. 119-6).

3. The purpose of this declaration is to provide the Court and the Parties with a summary of the work performed to effectuate the Notice Plan<sup>1</sup> approved by the Court.

4. Angeion was retained by the Parties and appointed by this Court pursuant to the Court’s Order, dated August 25, 2023, to serve as the Settlement Administrator in the above captioned litigation. As Settlement Administrator, among other tasks, Angeion is responsible for (1) implementing and effectuating the Notice Plan; (2) preparing and processing Claim Forms; (3) receiving and maintaining any requests for exclusion from the Settlement; (4) issuing Class

---

<sup>1</sup> Capitalized terms not defined herein shall, unless otherwise indicated, have the meanings ascribed to such terms in the Settlement. (See ECF No. 119-3.)

Benefits to Settlement Class Members who submit Valid Claims; and (5) performing other duties pursuant to the Order and the Settlement.

**NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT 28 U.S.C. § 1715**

5. On August 24, 2023, pursuant to 28 U.S.C. § 1715, on behalf of the Defendant, Angeion caused notice regarding the settlement to be sent to the Attorneys General of all states and territories, as well as the Attorney General of the United States (“CAFA Notice”). The CAFA Notice was in the same form as **Exhibit A** attached hereto.

**DIRECT NOTICE**

**Class List**

6. Beginning on September 1, 2023, Defendant’s Counsel provided Angeion with three spreadsheets containing contact information for 225,503 records. Angeion analyzed the records provided, removing duplicates and records that were outside of the Settlement Class and, where applicable, combining records, resulting in 52,407 unique Settlement Class member records (the “Class List”). Of the 52,407 unique Settlement Class member records, 41,590 records contained an email address and mailing address, 74 records only contained an email address and 10,743 records only contained a mailing address.

**Email Notice**

7. Prior to sending the Email Notice, Angeion subjected the 41,653 email addresses to a cleansing and verification process, which identified that 38,041 email addresses were valid and 3,612 were invalid.

8. On October 9, 2023, Angeion caused Email Notice to be sent to the 38,041 valid email addresses, of which, 37,445 emails were delivered and 596 were not delivered due to a permanent error associated with the address (also known as a “hard bounce”). A true and accurate copy of the Email Notice is attached hereto as **Exhibit B**.

**Mailed Notice**

9. Prior to mailing the Postcard Notice, Angeion processed 14,924 mailing addresses (comprised of 10,743 records that only had a mailing address, 3,585 records whose email address

was determined to be invalid and had a mailing address, and the 596 records whose email notice could not be delivered) through the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database to identify updated addresses for individuals and businesses who have moved in the last four years and filed a change of address notice with the USPS. The NCOA results provided 663 updated addresses. Accordingly, Angeion updated the Class List with the NCOA results.

10. Beginning on October 9, 2023, Angeion caused the Postcard Notice to be mailed to 14,924 Settlement Class members via USPS first class mail, postage prepaid. A true and accurate copy of the Postcard Notice is attached hereto as **Exhibit C**.

11. As of January 21, 2024, the USPS has returned 23 Postcard Notices with a forwarding address. Angeion has updated the Class List for these records and had re-mailed notice to the 23 records in advance of the January 7, 2024 deadlines.

12. As of January 21, 2024, a total of 976 Postcard Notices have been returned by the USPS as undeliverable without a forwarding address. Angeion conducted address verification searches (“skip traces”) in an attempt to locate updated addresses. Of the records subjected to a skip trace, a new address was located for 744 of them. Angeion updated the Class List and had re-mailed Postcard Notices to the 744 Settlement Class members located via this process in advance of the January 7, 2024 deadlines. Of the re-mailed Postcard Notices, none have been returned by the USPS a second time.

### **MEDIA NOTICE**

13. On October 9, 2023, Angeion commenced the media notice portion of the Notice Plan comprised of programmatic display advertising, social media advertising, and a paid search campaign. The media notice was designed to deliver an approximate 85.44% reach with an average frequency of 5.20 times each. (*See* Notice Plan Declaration (ECF No. 119-6 ¶¶ 13, 24-36).)

14. The media notice ultimately exceeded expectations by delivering an approximate 85.48% reach with an average frequency of 8.79 times and by serving a total of 41,716,459

impressions. The 85.48% reach achieved via programmatic display advertising, social media advertising, and the paid search campaign is separate and apart from the direct notice efforts, settlement website and toll-free hotline. This reach percentage exceeds guidelines as set forth in the Federal Judicial Center’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a high proportion of Settlement Class members.

15. True and accurate copies of the programmatic banner ads, social media ads, and the paid search posting are attached hereto as **Exhibits D, E, and F**, respectively.

**SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT**

16. On October 9, 2023, Angeion activated the case-specific website dedicated to the Settlement: [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com). The Settlement Website was designed to be user-friendly and easy for Settlement Class members to view information about the Settlement, review relevant Court documents, including the Long Form Notice and Claim Forms, and view important dates and deadlines pertinent to the Settlement. The Settlement Website also has a “Contact Us” page whereby Settlement Class members can send an email with any additional questions to a dedicated email address, [info@BritaxColemanBoosterSettlement.com](mailto:info@BritaxColemanBoosterSettlement.com), including to request a Long Form Notice be mailed. Settlement Class members were also able to securely submit a Claim Form or opt-out online via the Settlement Website. True and accurate copies of the Long Form Notice and Claim Forms are attached hereto as **Exhibits G** and **Exhibit H**, respectively.

17. As of January 21, 2024, the Settlement Website has received 50,183 unique visitors resulting in 72,764 page views.

18. On October 9, 2023, Angeion activated the following toll-free number dedicated to the Settlement: 1-866-505-6553. The toll-free hotline utilizes an interactive voice response (“IVR”) system to provide Settlement Class members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline is accessible 24 hours a day, 7 days a week.

19. As of January 21, 2024, the toll-free hotline has received 185 calls totaling 309 minutes.

### **CLAIM FORM SUBMISSIONS**

20. The deadline for Settlement Class Members to submit a Claim Form was January 7, 2024. As of January 21, 2024, Angeion has received a total of 4,385 Claim Form submissions (4,354 online submissions and 31 submissions by mail). These Claim Form submissions are subject to final audit and review, including an evaluation for eligibility and validity and a review for duplicative submissions. Angeion will continue to report to the Parties the number of Claim Form submissions it receives and updates regarding the determination and processing of claims.

21. Angeion will send deficiency notices, if necessary, within 30 days of the Claim Form deadline or receiving an insufficient Claim Form, whichever is later, per paragraph 3.5 of the Settlement.

### **REQUESTS FOR EXCLUSION AND OBJECTIONS**

22. The deadline for Settlement Class members to exclude themselves from the Settlement was January 7, 2024. As of January 21, 2024, Angeion has received 9 requests for exclusion. A list of the names of the individuals who submitted an exclusion request is attached hereto as **Exhibit H**.

23. The deadline for Class Members to object to the Settlement was January 7, 2024. As of January 21, 2024, Angeion has not received nor been made aware of any objections to the Settlement.

### **NOTICE & ADMINISTRATION COSTS**

24. Through December 31, 2023, Angeion has incurred \$302,565.82 in costs to effectuate the Notice Plan and provide administration services pursuant to the terms of the Settlement.

### **CONCLUSION**

25. The Notice Plan provided for direct notice via mail and/or email to reasonably identifiable Settlement Class members and to unidentifiable Settlement Class members through a

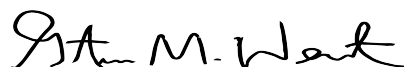
**Declaration of Steven Weisbrot re: Settlement Administration**

robust media campaign consisting of state-of-the-art internet advertising, a comprehensive social media campaign, and search engine marketing. The Notice Plan also provided for the implementation of a dedicated Settlement Website and toll-free telephone support to provide Settlement Class members information about the Settlement, including their rights and options.

26. It remains my professional opinion that the Notice Plan described herein provided full and proper notice to the Settlement Class before the claims, opt-out and objection deadlines, and was the best notice practicable under the circumstances, fully comporting with due process and Fed. R. Civ. P. 23.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: January 22, 2024



---

STEVEN WEISBROT



# **Exhibit A**



1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
www.angeiongroup.com  
215.563.4116 (P)  
215.525.0209 (F)

August 24, 2023

VIA USPS PRIORITY MAIL

United States Attorney General &  
Appropriate Officials

**Re: CAFA Notice of Class Action Settlement**  
*Coleman, et al. v. Britax Child Safety, Inc.*

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

**Case Name: *Coleman, et al. v. Britax Child Safety, Inc.***  
**Index Number: 0:21-cv-00721-SAL**  
**Jurisdiction: United States District Court District of South Carolina (Rock Hill Division)**  
**Date Settlement Filed with Court: 08/14/23**

In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD-ROM:

1. **28 U.S.C. § 1715(b)(1) - Complaint (Exhibit A):** Plaintiffs' Complaint filed with the Court on March 12, 2021, and Amended Complaint filed with the Court on November 30, 2021.
2. **28 U.S.C. § 1715(b)(2) - Notice of Any Scheduled Judicial Hearings:** No judicial hearings are currently scheduled.
3. **28 U.S.C. § 1715(b)(3) - Notification to Settlement Class (Exhibit B):** The proposed Claim Forms, Email Notice, Post Card Notice, and Detailed Notice as submitted to the Court on August 14, 2023.
4. **28 U.S.C. § 1715(b)(4) - Class Action Settlement Agreement (Exhibit C):** The Class Action Settlement Agreement entered into by the parties, Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Conditional Certification of the Settlement Class, and documents supporting Plaintiffs' motion, all as submitted to the Court on August 14, 2023 as well as Defendant's Notice of Non-Opposition submitted to the Court on August 18, 2023.

CAFA Notice of Class Action Settlement

Page 2 of 2

5. **28 U.S.C. § 1715(b)(5) - Any Settlement or Other Agreements:** Other than the Settlement Agreement, no other settlements or other agreements have been contemporaneously made between the Parties.
6. **28 U.S.C. § 1715(b)(6) - Final Judgment:** The Court has not issued a Final Judgment or notice of dismissal as of the date of this CAFA Notice.
7. **28 U.S.C. § 1715(b)(7)(B) - Estimate of Members of Settlement Class (Exhibit D):** The Settlement Class is defined as all natural persons who purchased, not for resale, any of the following Britax belt-positioning booster seats in the United States from March 12, 2015, to the date of entry of the Preliminary Approval Order: the Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline. Excluded from the Settlement Class are (i) Britax; (ii) Britax's parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Britax has a controlling interest; and (iv) any judge presiding over the Action, their staff, and the members of the judge's immediate family. Britax stipulates to this Settlement Class for settlement purposes only.

It is not feasible for Britax to provide a list of known Settlement Class member names and their state of residence. The products that are the subject matter of the litigation were sold nationwide, including through third-party retailers; therefore, it is possible that members of the Settlement Class may be domiciled anywhere in the United States and its Territories. Settlement Class Member monetary benefits are subject to the information provided by members of the Settlement Class who submit Claim Forms. Therefore, it is not feasible to estimate the monetary benefits Settlement Class Members may receive at this time.

8. **28 U.S.C. §1715(b)(8) - Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion related to the Settlement at this time.

If you have questions or concerns about this notice, the proposed Settlement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Sincerely,

Angeion Group  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
(p) 215-563-4116  
(f) 215-563-8839

**Enclosures**

# **Exhibit B**

**From:** Coleman v Britax Settlement Administrator <info@britaxcolemanboostersettlement.com>  
**Sent:** Monday, October 9, 2023  
**To:**  
**Subject:** Notice of Britax Booster Seat Class Action Settlement

The United States District Court for the District of South Carolina approved this notice.

**If you bought a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023, a proposed class action settlement may affect your rights.**

**Notice ID: BTX100010**

**Confirmation Code: 473y96c75978**

This lawsuit involves Britax's Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline belt-positioning booster seats (the "Booster Seats"). The lawsuit alleges that Britax misrepresented the Booster Seats' side impact protection features and their testing. The lawsuit does not allege that the Booster Seats are unsafe or present any safety issues. Britax maintains that the Booster Seats are safe when used as intended and in accordance with the instructions and warnings contained in their user guides. Britax denies all the allegations made in the lawsuit and does not make any admission of guilt or wrongdoing by entering into the Settlement.

○ **Why am I receiving this notice?**

Records indicate that you may be a member of the Settlement Class. You are a member of the Settlement Class if you purchased in the United States, other than for resale, a Booster Seat between March 12, 2015 and August 25, 2023. **You must submit a Claim Form to receive a monetary Class Benefit.**

**For more information and to review the full notice, please visit**

[www.BritaxColemanBooseterSettlement.com](http://www.BritaxColemanBooseterSettlement.com).

○ **What does the Settlement provide?**

If the Court approves the Settlement, Britax has agreed to pay \$1.3 million into a cash fund, and may pay up to an additional \$500,000, if needed to cover valid claims. Britax also has agreed to further educate consumers on proper usage and installation of belt-positioning

booster seats.

Class Counsel will apply to the Court for an award of attorneys' fees and costs not to exceed \$450,000. Class Counsel will also ask the Court for Service Awards of \$2,500 for each of the three named Plaintiffs. The purpose of the Service Award is to compensate the named Plaintiffs for their time, efforts, and risks taken on behalf of the Settlement Class. Any award of attorneys' fees, costs, and Service Awards will be paid from the \$1.3 million cash fund. Class Counsel's Motion for Attorneys' Fees and Expenses will be available at [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com) once it has been filed.

○ **What is the Class Benefit available to me?**

You have the option to choose either a partial cash refund for past purchases or a voucher toward future purchases on the Britax website (<https://us.britax.com/>). The specific options include:

- **For Claimants with Proof of Purchase:** If you have Proof of Purchase and submit a Valid Claim Form, you have the choice to receive a \$25.00 cash refund for each Booster Seat or a single \$40.00 voucher. You are required to elect either a partial cash refund or voucher on your Claim Form.
- **For Claimants without Proof of Purchase:** If you do not have Proof of Purchase, you will be eligible to receive a \$25.00 voucher if you satisfy the requirements specified in the Claim Form.

Vouchers are single-use and may only be used toward future purchases on the Britax website (<https://us.britax.com/>). Vouchers are transferable, subject to standard terms and conditions, and shall be valid for six months from the date of issuance. Vouchers may be used on full-price products only, are not redeemable for cash, and may not be combined with any other offers, discounts, or promotions.

○ **How do I file a claim?**

To file a claim, click [here](#) or call 1-866-505-6553 to ask for a Claim Form. ;Instructions on how to submit your claim will be on the Claim Form. You must submit a Claim Form by **January 7, 2024**.

**Use your Notice ID: BTX100010 and Confirmation Code: 473y96c75978 to prepopulate any Booster Seat purchase(s) in Britax's records.** No further Proof of Purchase will be

required for any purchases reflected in Britax's records.

To be valid, your Claim Form must be complete, accurate, and submitted no later than **January 7, 2024**. Your Claim Form must also include a completed penalty of perjury attestation regarding the accuracy of the information submitted.

- **What are my other options?**

You can do nothing, exclude yourself, or object. If you do nothing, you will be legally bound by the Settlement, but you won't get a payment. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **January 7, 2024**. Unless you exclude yourself, you will give up the right to sue or continue to sue Britax for any claim released by the Settlement.

If you remain a Settlement Class Member (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the Final Approval Hearing—at your own cost—but you don't have to. **Objections and requests to appear are due by January 7, 2024.**

The Final Approval Hearing will be held on **February 6, 2024**, at **10:00 a.m.**, in Courtroom #3 of the Matthew J. Perry, Jr. Courthouse, located at 901 Richland Street, Columbia, South Carolina 29201, or via Zoom webinar.

More information about these options and the Settlement is in the detailed notice available [here](#) or by calling 1-866-505-6553. You may also contact Class Counsel, who is working on your behalf at no additional cost to you, at:

Martha A. Geer  
Milberg Coleman Bryson Phillips Grossman PLLC  
(919) 600-5000  
[mgeer@milberg.com](mailto:mgeer@milberg.com)  
900 W. Morgan St., Raleigh, NC 27603

**PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, OR BRITAX TO  
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Unsubscribe

# **Exhibit C**



**Important Notice About  
a Class Action Lawsuit**

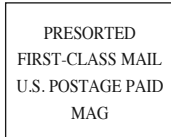
**If you bought a Britax  
belt-positioning booster seat  
between March 12, 2015 and  
August 25, 2023, a proposed  
class action settlement may  
affect your rights.**

For more information about the Settlement, the Class Benefit, how to make a claim, exclude yourself, object, or attend the Final Approval Hearing, please visit the website or call the toll-free number below.

**[www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com)**

**1-866-505-6553**

Coleman v Britax Settlement  
c/o Settlement Administrator  
1650 Arch Street, Ste 2210  
Philadelphia, PA 19103

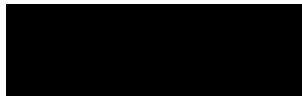


**Electronic Service  
Requested**



Postal Service: Please do not mark barcode

Notice ID: [REDACTED]  
Confirmation Code: [REDACTED]



This lawsuit involves Britax's Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline belt-positioning booster seats (the "Booster Seats"). The lawsuit alleges that Britax misrepresented the Booster Seats' side impact protection features and their testing. The lawsuit does not allege that the Booster Seats are unsafe or present any safety issues. Britax maintains that the Booster Seats are safe when used as intended and in accordance with the instructions and warnings contained in their user guides. Britax denies all the allegations made in the lawsuit and does not make any admission of guilt or wrongdoing by entering into the Settlement.

**Who's included?** You are a member of the Settlement Class if you purchased in the United States, other than for resale, a Booster Seat between March 12, 2015 and August 25, 2023.

**What does the Settlement provide?** If the Court approves the Settlement, Britax has agreed to pay \$1.3 million into a cash fund, and may pay up to an additional \$500,000, if needed to cover valid claims. Britax also has agreed to further educate consumers on proper usage and installation of belt-positioning booster seats. Class Counsel will apply to the Court for an award of attorneys' fees and costs not to exceed \$450,000. Class Counsel will also ask the Court for Service Awards of \$2,500 for each of the three named Plaintiffs. Any award of attorneys' fees, costs, and Service Awards will be paid from the \$1.3 million cash fund. Class Counsel's Motion for Attorneys' Fees and Expenses will be available at [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com) once it has been filed.

You have the option to choose **either** a partial cash refund for past purchases or a voucher toward future purchases on the Britax website (<https://us.britax.com/>). The Settlement provides that Claimants with Proof of Purchase (which includes evidence of the purchase in Britax's records) have the choice to receive a \$25.00 partial cash refund for each Booster Seat or a single \$40.00 voucher. Claimants without Proof of Purchase are eligible to receive a \$25.00 voucher if they satisfy requirements specified in the Claim Form. Vouchers are single-use and may only be used toward future purchases on the Britax website (<http://us.britax.com/>). Vouchers are transferable, subject to standard terms and conditions, and shall be valid for six months from the date of issuance. Vouchers may be used on full-price products only, are not redeemable for cash, and may not be combined with any other offers, discounts, or promotions.


**How do you get a payment?** Use your Notice ID and Confirmation Code to prepopulate any Booster Seat purchase(s) in Britax's records. No further Proof of Purchase will be required for any purchases reflected in Britax's records. To be valid, your Claim Form must be complete, accurate, and submitted no later than **January 7, 2024**. Your Claim Form must also include a completed penalty of perjury attestation regarding the accuracy of the information submitted.

Notice ID: [REDACTED]

Confirmation Code: [REDACTED]

**What are your other options?** You can do nothing, exclude yourself, or object. If you do nothing, you will be legally bound by the Settlement and you won't receive a payment. If you do not want to be bound by the Settlement, you must exclude yourself by **January 7, 2024**. If you do not exclude yourself, you may object to the Settlement by **January 7, 2024**.

# **Exhibit D**



If you purchased a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023, you may be eligible for a payment from a class action settlement.

[Learn More](#)

Date Filed 01/22/24 Entry Number 130



If you purchased a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023, you may be eligible for a payment from a class action settlement.

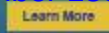
[Learn More](#)

Date Filed 01/22/24 Entry Number 130

If you purchased a Britax belt-positioning booster

before 12/31/2023, you may be eligible for a recall

class action settlement





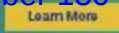
If you purchased a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023, you may be eligible for a payment from a class action settlement.

[Learn More](#)



Date Filed 01/22/24 Entry Number 130-

If you purchased a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023, you may be eligible for a payment from a class action settlement.







0:21-cv-00721-SAL Date Filed 01/22/24 Entry Number 130-3 Page 24 of 49

If you purchased a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023, you may be eligible for a payment from a class action settlement.

[Learn More](#)

# **Exhibit E**

Angeion Group

AL Date Filed 01/22/24 Entry Number 130-3

If you purchased a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023, you may be eligible for a payment from a class action settlement.



[BRITAXCOLEMANBOOSTERSETTLEMENT.COM](http://BRITAXCOLEMANBOOSTERSETTLEMENT.COM)

**Coleman v Britax Booster Seat Settlement**

Case No. 0:21-cv-000721-SAL

[Learn more](#)

Date Filed 01/22/24

Entry Number

Angieion Group  
Sponsored

If you purchased a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023, you may be eligible for a payment from a class action settlement.



britaxcolemanboostersettem...

**Coleman v Britax Booster  
Seat Settlement**

[Learn more](#)

# **Exhibit F**

**Sponsored**



[www.britaxcolemanboostersettlement.com/](http://www.britaxcolemanboostersettlement.com/)

## Britax Booster Seat Settlement - Class Action Settlement - Check if you are eligible

If you purchased a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023 you may be eligible for a payment from a class action settlement. Claim Now!

# **Exhibit G**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA

**If you bought a Britax belt-positioning booster seat between March 12, 2015 and August 25, 2023, a proposed class action settlement may affect your rights.**

*A Federal Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

A settlement has been reached in a class action lawsuit called *Coleman, et al. v. Britax Child Safety, Inc.*, No. 0:21-cv-00721-SAL, pending in the U.S. District Court for the District of South Carolina. The lawsuit involves Britax’s Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline belt-positioning booster seats (the “Booster Seats”). The lawsuit alleges that Britax misrepresented the Booster Seats’ side impact protection features and their testing. The lawsuit does not allege that the Booster Seats are unsafe or present any safety issues. Britax maintains that the Booster Seats are safe when used as intended and in accordance with the instructions and warnings contained in their user guides. Britax denies all the allegations made in the lawsuit and does not make any admission of guilt or wrongdoing by entering into the settlement.

You are included in the Settlement Class if you purchased in the United States, other than for resale, any Britax Booster Seat between March 12, 2015 and August 25, 2023. Excluded from the Settlement Class are Britax; Britax’s parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which Britax has a controlling interest; and any Judge presiding over the lawsuit and the members of the Judge’s immediate family.

If the Court approves the Settlement, Britax will pay \$1.3 million into a cash fund, and may pay up to an additional \$500,000 if needed to pay valid claims. Settlement Class Members who submit valid claims are eligible to receive a partial cash refund for past purchases of Britax Booster Seats or a voucher toward future purchases from Britax’s website (“Class Benefit”) as explained in more detail below. **You must submit a claim to receive a Class Benefit.** A link to the Claim Form is available at [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com) or by calling 1-866-505-6553.

Please carefully read this notice, which has been approved by the United States District Court for the District of South Carolina. Whether you act or not, your legal rights as a member of the Settlement Class are affected by the Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM AND PARTICIPATE IN THE SETTLEMENT</b>	Submit a claim form on or before <b>January 7, 2024</b> . This is the only way to get a partial cash refund or voucher from the Settlement. By receiving one of these class benefits, you will give up rights and be bound by the Settlement.



<b>EXCLUDE YOURSELF</b>	You will receive no payment, but you will retain any right you currently have to sue Britax about the issues covered by the Settlement. This is the only option that allows you to keep your right to bring any other claim against Britax released by the Settlement.
<b>OBJECT</b>	Write to the Court explaining why you don't like the Settlement.
<b>ATTEND THE FINAL APPROVAL HEARING</b>	If you object, you may also ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will not receive anything from the Settlement. You will be bound by the terms of the Settlement, and you won't be able to sue Britax in a future lawsuit about any claim released by the Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. If approval is denied, is reversed on appeal, or does not become final, the case will continue, and no payments will be made. Please be patient.

## **BASIC INFORMATION**

### **1. Why was this notice issued?**

A Court authorized this notice to let you know about a proposed class action settlement involving Britax. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Sherri A. Lydon of the U.S. District Court for the District of South Carolina is overseeing this case. The case is known as *Coleman, et al. v. Britax Child Safety, Inc.*, No. 0:21-cv-00721-SAL. The people who sued are called Plaintiffs or Class Representatives. The company they sued, Britax Child Safety, Inc., is called the Defendant.

### **2. What is a class action lawsuit?**

In a class action, one or more people called Plaintiffs or Class Representatives sue on behalf of a group of people who have similar claims. In this case, these people together are called a Settlement Class. In a class action settlement, the Court resolves the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement Class. People who do not exclude themselves are called Settlement Class Members. After the parties reached an agreement to settle this case, the Court recognized it as a case that may be treated as a class action for settlement purposes.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

This lawsuit involves Britax’s Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline belt-positioning booster seats (the “Booster Seats”). The lawsuit alleges that Britax misrepresented the Booster Seats’ side impact protection features and their testing. The lawsuit does not allege that the Booster Seats are unsafe or present any safety issues. Britax maintains that the Booster Seats are safe when used as intended and in accordance with the instructions and warnings contained in their user guides. Britax denies all the allegations made in the lawsuit and does not make any admission of guilt or wrongdoing by entering into the Settlement. A copy of the Complaint in the lawsuit can be found at the Settlement website, [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com).

### 4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a settlement. The Class Representatives and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Settlement Class.

## WHO’S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The Settlement Class includes all natural persons who purchased, not for resale, any Booster Seat in the United States from March 12, 2015 to August 25, 2023. “Booster Seat” means the following Britax belt-positioning booster seats: Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline.

Excluded from the Settlement Class are Britax; Britax’s parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which Britax has a controlling interest; and any Judge presiding over this Action and the members of the Judge’s immediate family.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

As part of the Settlement, Britax has agreed to pay \$1.3 million into a cash fund to pay Settlement Class Members who submit valid claims, as well as any court approved attorneys’ fees, expenses and Service Awards to Class Representatives. Britax has agreed to provide up to an additional \$500,000 if needed to cover Valid Claims.

Settlement Class Members who submit a Valid Claim have the option to choose either a partial cash refund for past purchases or a voucher toward purchases on the Britax website (<https://us.britax.com/>). The specific options are:

- **For Claimants with Proof of Purchase:** If you have Proof of Purchase and submit a Valid Claim Form, you have the choice to receive a \$25.00 cash refund for each Booster Seat or a single \$40.00 voucher. You are required to elect either a partial cash refund or voucher on your Claim Form. If your election is unclear, you will receive a partial cash refund.

Any of the following qualify as valid Proof of Purchase: (i) a valid receipt or order confirmation from an authorized retailer; (ii) other physical evidence reflecting your purchase claim (e.g., a

credit card statement or invoice that definitively identifies the purchase amount) accompanied by a description of the Booster Seat model purchased; or (iii) evidence of the purchase in Britax's available records (either from making a direct purchase from Britax's website or registering the product with Britax).

- **For Claimants without Proof of Purchase:** If you do not have Proof of Purchase, you will be eligible to receive a \$25.00 voucher if you submit a Valid Claim Form.

Your claim will be considered valid if you satisfy three of the following four requirements on the Claim Form: (i) identify the serial number; (ii) identify the model of the Booster Seat you purchased and one of the primary colors on the seat's fabric; (iii) identify the retailer where you purchased the Booster Seat, as well as the approximate month and year of purchase; and (iv) if the Booster Seat was not purchased online, identify the municipality and state where the Booster Seat was purchased and attach a picture of the Booster Seat

Vouchers are single-use and may only be used toward future purchases on the Britax website (<https://us.britax.com/>). Vouchers are transferable, subject to standard terms and conditions, and shall be valid for six months from the date of issuance. Vouchers may be used on full-price products only, are not redeemable for cash, and may not be combined with any other offers, discounts, or promotions.

If the net cash fund (including the replenishment amount of up to \$500,000) is not sufficient to pay all Valid Claims for partial cash refunds, payments to Settlement Class Members who submit a Valid Claim for partial cash refunds will be prorated and the payment amounts may be reduced. Vouchers will not be counted in calculating the amount of total Valid Claims.

As part of the Settlement, Britax has also agreed to further educate consumers in the United States and purchasers of its Booster Seats by providing additional, readily accessible information in a post on Britax's knowledge center, in its Booster Seats & Harnesses-to-Boosters FAQs, and/or on social media regarding (i) the safety benefits of not transitioning to belt-positioning booster seats too early in a child's development, (ii) proper installation of belt-positioning booster seats, and (iii) proper placement of children in belt-positioning booster seats.

## HOW TO GET BENEFITS

### 7. How do I make a claim?

To file a claim, go to [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com) or call 1-866-505-6553 to ask for a Claim Form. Instructions on how to submit your claim will be on the Claim Form. You can submit your Claim Form through the Settlement website, print and submit it via mail, or request that a paper copy be sent to you for submission by mail.

To be valid, your Claim Form must be complete, accurate, and submitted no later than **January 7, 2024** via the methods specified on the Claim Form. Your Claim Form must also include a completed penalty of perjury attestation regarding the accuracy of the information submitted.

If you appear in Britax's records as having purchased a Booster Seat, you will receive an email or postcard with a unique Notice ID and Confirmation Code. Use your Notice ID and Confirmation Code to prepopulate any Booster Seat purchase(s) in Britax's records. No further Proof of Purchase will be required for any purchases reflected in Britax's records. If Britax's records show fewer than

the number of purchases for which you are claiming a partial cash refund, you will need to provide additional information, including Proof of Purchase (see response to Question No. 6 above).

**8. When will I get my payment?**

The Court will hold a hearing on February 6, 2024 at 10:00 a.m., to decide whether to approve the Settlement. The Court may move the Final Approval Hearing to a different date or time without providing further Notice to the Settlement Class, but you may confirm the date and time of the hearing at [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com). More information on the Final Approval Hearing is below in response to Question No. 19.

If the Settlement is approved, there may be appeals. The appeal process can take time. If there is no appeal, your Class Benefit will be processed promptly. Please be patient.

Updates regarding the Settlement and when payments will be made will be posted at [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com).

**THE LAWYERS REPRESENTING YOU**

**9. Do I have a lawyer in this case?**

Yes, the Court has appointed lawyers Jonathan B. Cohen and Martha A. Geer of the law firm of Milberg Coleman Bryson Phillips Grossman PLLC as the attorneys to represent you and other members of the Settlement Class. These attorneys are called “Class Counsel.”

In addition, the Court appointed Plaintiffs Heather Brooke, Tiffany Coleman, and Keli Swann to serve as the Class Representatives. They are members of the Settlement Class like you. Class Counsel’s contact information is as follows:

Martha A. Geer  
Milberg Coleman Bryson Phillips Grossman PLLC  
(919) 600-5000  
mgeer@milberg.com  
900 W. Morgan St., Raleigh, NC 27603

**10. Should I get my own lawyer?**

You don’t need to hire your own lawyer because Class Counsel is working on your behalf at no additional cost to you. If you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

**11. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys’ fees and expenses totaling up to \$450,000 and will also request Service Awards of up to \$2,500 for each of the three named Plaintiffs (totaling up to \$7,500). The Court may award less than the amounts requested by Class Counsel and Plaintiffs, and any money not awarded from these requests will stay in the Settlement fund to pay Settlement Class Members. Costs of Notice and settlement administration, the Attorneys’ Fees and Expenses Payment, and Service Awards will be paid out of the \$1.3 million cash fund, if approved by the Court.

## YOUR RIGHTS AND OPTIONS

### 12. What happens if I do nothing?

If you do nothing, you will not receive anything from the Settlement, and you will be legally bound by all orders and judgments of the Court. Unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Britax for any claim released by the Settlement.

### 13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you can't claim the monetary Class Benefit (either the partial cash refund or the voucher) as a result of the Settlement. You will not be bound by any orders and judgments of the Court. You will be able to start a lawsuit or be part of another lawsuit against Britax for claims released by the Settlement.

### 14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you may submit a written request for exclusion either by going to [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com) or by sending a letter by U.S. mail clearly stating that you want to be excluded from the Settlement in *Coleman, et al. v. Britax Child Safety, Inc.*, No. 0:21-cv-00721-SAL. Your letter must include your name, address, and your signature. You must submit your exclusion request online or mail your exclusion request postmarked no later than **January 7, 2024** to:

Coleman v. Britax Settlement Administrator  
Attn: Exclusion  
P.O. Box 58220  
Philadelphia, PA

You can't exclude yourself via phone, fax, or email.

### 15. If I don't exclude myself, can I sue Britax for the same thing later?

No. Unless you exclude yourself, you give up any right to sue or continue to sue Britax for any claim regarding the subject matter of the claims in this case.

That means that if you don't exclude yourself, you and your respective heirs, executors, administrators, representatives, agents, partners, successors, and assigns ("Releasing Parties") will release Britax, its past or present parent, sister, and subsidiary corporations, affiliated entities, predecessors, successors, assigns, and any of their present and former directors, officers, employees, shareholders, agents, partners, licensors, privies, representatives, attorneys, accountants, and all persons acting by, through, under or in concert with them ("Released Parties") from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether state or federal, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which you have or may claim now or in the future to have, that have been or could have been asserted in the Action (the

“Released Claims”). The Released Claims exclude claims for personal injury.

**16. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, you give up the right to receive any Class Benefit from the Settlement.

**17. How do I object to the Settlement?**

If you are a member of the Settlement Class and you do not exclude yourself, you can object to the Settlement if you don't like any part of it. You can also object to Class Counsel's request for attorneys' fees and expenses and/or to the Service Award for the Class Representatives. The Court will consider your views.

Your objection and supporting papers must be in writing and must include: a caption or title that identifies it as “Objection to Class settlement in *Coleman, et al. v. Britax Child Safety, Inc.*, No. 0:21-cv-00721-SAL;” your name, address, and telephone number; all grounds for the objection, with any factual and legal support for each stated ground; the identity of any witnesses you may call to testify; copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; and a statement of whether you intend to appear at the Final Approval Hearing with or without counsel.

To be timely, the objection must (a) be submitted to the Court either by filing it in person at any location of the United States District Court for the District of South Carolina or by mailing it to 901 Richland Street, Columbia, South Carolina 29201, and (b) be filed or postmarked on or before **January 7, 2024**.

If you do not timely submit a written objection in accordance with these requirements, you will give up any and all rights you may have to object, appear, present witness testimony, and/or submit evidence; be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; be precluded from seeking review of the Settlement or Settlement Agreement by appeal or other means; and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

Class Counsel will file with the Court and post on the Settlement website its request for attorneys' fees and expenses and Service Awards on November 23, 2023.

**18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class (i.e., you don't exclude yourself from the Settlement). Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.



## THE COURT'S FINAL APPROVAL HEARING

### 19. When and where will the Court hold the Final Approval Hearing on the fairness of the Settlement?

The Final Approval Hearing will be held on February 6, 2024, at 10:00 a.m., in Courtroom #3 of the Matthew J. Perry, Jr. Courthouse, located at 901 Richland Street, Columbia, South Carolina 29201, or via Zoom webinar, and/or by other remote access as determined by the Court. At the Final Approval Hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses and the Service Award to the Class Representatives.

The date and time of the Final Approval Hearing, as well as whether the hearing will be conducted in person or by remote access, are subject to change by Court order. Any changes will be posted on the Settlement website ([www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com)), or available through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.scd.uscourts.gov>, under the case number 0:21-cv-00721-SAL.

### 20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was submitted to the Court on time and meets the other criteria described above, the Court will consider it. You may also pay another lawyer to attend, but you don't have to.

### 21. May I speak at the Final Approval Hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement by including the request to speak in your objection by following the instructions in response to Question 17.

## GETTING MORE INFORMATION

### 22. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com) or contact Class Counsel at Milberg Coleman Bryson Phillips Grossman PLLC (see response to Question No. 9 above).

You may also access court records relating to the case on the Court docket through the Court's PACER system at <https://ecf.scd.uscourts.gov> using the case number 0:21-cv-00721-SAL, or visit the Office of the Clerk of the Court for the United States District Court for the District of South Carolina, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

More information about the Settlement is available at [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com), toll-free at 1-866-505-6553, or by contacting Class Counsel.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR BRITAX TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.**

# **Exhibit H**



**BRITAX BELT-POSITIONING BOOSTER SEAT CLASS ACTION CLAIM FORM –  
MAIL  
(WITH PROOF OF PURCHASE)**

*Coleman, et al. v. Britax Child Safety, Inc.*, No. 0:21-cv-00721-SAL  
United States District Court for District of South Carolina

**This Claim Form must be postmarked no later than January 7, 2024.**

This Claim Form applies to the Settlement that has been reached in a class action lawsuit involving the Britax Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline belt-positioning booster seats (the “Booster Seats”).

By timely submitting this Claim Form, you will be included in the Settlement Class identified in the Notice and the Class Action Settlement Agreement and Release. **If you also submit a Request for Exclusion (in other words, if you ask to “opt out” of the Settlement Class), this Claim Form will be deemed invalid.**

**CLAIM FORM INSTRUCTIONS**

**IMPORTANT: Please read the instructions below before completing this Claim Form. The Class Benefit you qualify for, and the appropriate Claim Form to use, depends on the Proof of Purchase you have for your Booster Seat(s).** The Class Benefits you may qualify for are:

- **For Claimants with Proof of Purchase:** If you have Proof of Purchase and submit a Valid Claim Form, you have the choice to receive a \$25.00 cash refund for each Booster Seat or a single \$40.00 voucher.

Any of the following qualify as valid Proof of Purchase: (i) a valid receipt or order confirmation from an authorized retailer; (ii) other physical evidence reflecting your purchase claim (e.g., a credit card statement or invoice that definitively identifies the purchase amount) accompanied by a description of the Booster Seat model purchased; or (iii) evidence of the purchase in Britax’s available records (either from making a direct purchase from Britax’s website or registering the product with Britax).

If you have received an email or postcard with a unique Notice ID and Confirmation Code, you appear in Britax’s records as having purchased a Booster Seat. Your valid Notice ID and Confirmation Code are your Proof of Purchase for any Booster Seat purchase(s) in Britax’s available records and no further Proof of Purchase is required for those Booster Seats.

**Use this Claim Form only if you have valid Proof of Purchase.**

- **For Claimants without Proof of Purchase:** You are eligible to receive a single \$25.00 voucher if you submit a Valid Claim Form without Proof of Purchase.

Your claim will be considered valid if you satisfy three of the following four requirements on the Claim Form: (i) identify the serial number; (ii) identify the model of the Booster

Seat you purchased and one of the primary colors on the seat’s fabric; (iii) identify the retailer where you purchased the Booster Seat, as well as the approximate month and year of purchase; and (iv) if the Booster Seat was not purchased online, identify the municipality and state where the Booster Seat was purchased and attach a picture of the Booster Seat.

**Do not use this Claim Form if you do not have valid Proof of Purchase. The appropriate Claim Form for claims submitted without Proof of Purchase is available at [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com) or may be requested by calling 1-866-505-6553.**

To be valid, your Claim Form must be complete, accurate, and timely submitted. Your Claim Form must also include a completed penalty of perjury attestation regarding the accuracy of the information submitted. Your Claim Form may be rejected by the Settlement Administrator if any of these conditions is not met.

**ATTESTATION UNDER PENALTY OF PERJURY**

By signing below and submitting this Claim Form, I hereby declare under penalty of perjury that I am the person identified on the Claim Form, and that all of the information I will provide on this Claim Form is true and accurate. I understand that Britax and the Settlement Administrator have the right to verify the accuracy of any purchase information I provide, and that the Court may ultimately determine I am not entitled to receive the requested Class Benefit.

Signed

--	--	--	--	--	--	--	--

Dated (MMDDYY)

*Printing your name constitutes your legal signature, in the same manner as if you signed by hand.*

**A. BENEFIT ELECTION**

**Place an “x” in front of the type of class benefit you choose to receive. (Choose only one.)**

I wish to receive a partial cash refund. The refund will be for \$25.00 per Booster Seat for which Britax has a record available and for any additional Booster Seat for which I submit additional valid Proof of Purchase not reflected in Britax’s available records.

I wish to receive a \$40.00 single-use voucher toward future purchases on the Britax website (<https://us.britax.com/>).

**B. NOTICE ID AND CONFIRMATION CODE**

Please provide below the Notice ID and Confirmation Code contained in the email or on the postcard notice that you received. Your valid Notice ID and Confirmation Code are your Proof of Purchase for any Booster Seat purchase(s) in Britax’s records and no further Proof of Purchase is required for those Booster Seats. We will review and account for any additional purchases you may list below in **Section C**. **If you do not have a Notice ID or Confirmation Code, please proceed to Section C.**

**NOTICE ID**

--

**CONFIRMATION CODE**

--

If you do not have any additional purchases to list, please go to **Section E** to provide your contact information.

**C. PURCHASE INFORMATION**

Please provide below the model, quantity, purchase location, and approximate corresponding date (month and year) for each purchase you made of a Booster Seat in the United States, not for resale, between March 12, 2015 to August 25, 2023.

For a list of the Booster Seat models covered by the Settlement and which may make you eligible for a Class Benefit, please refer to the below table.

<b>ID</b>	<b>Model</b>	<b>ID</b>	<b>Model</b>
01	Highpoint	04	Parkway SGL
02	Midpoint	05	Skyline
03	Parkway SG		

<b>Model Purchased (please use ID in the chart above)</b>	<b>Quantity</b>	<b>Purchase Location</b>	<b>Date (MMYY)</b>	<b>Proof of Purchase Included?</b>

**D. PROOF OF PURCHASE**

Please provide Proof of Purchase in the form of (i) a valid receipt or order confirmation from an authorized retailer, or (ii) other physical evidence reflecting your purchase claim (e.g., a credit card statement or invoice that definitively identifies the purchase amount) for each Booster Seat identified in **Section C**. You may mark out balance information and any transaction information regarding transactions not entered into with Britax or a third-party retailer for the Booster Seat from your credit card statement(s). You may attach your documents to this Claim Form.

**E. ADDRESS INFORMATION**

Please provide your name and contact information below.

Full Name \_\_\_\_\_

Home Street Address \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

**F. MANNER OF TRANSMISSION OF CLASS BENEFIT**

If your Claim Form is valid, signed, and has been timely submitted, you will receive your payment or voucher by email, at the email listed in **Section E**, unless you request to have the payment or voucher mailed to you.

You acknowledge that if you choose to receive your payment or voucher by mail, you may not receive your payment or voucher as quickly and that the Settlement Administrator will not be responsible for payments or vouchers that do not arrive by U.S. mail and may not reissue vouchers that are claimed as lost or stolen.

If you wish to receive your payment or voucher via U.S. mail, please check this box to receive it at the address listed in **Section E**.

Please be patient. The Settlement Administrator will not be able to send you your chosen Class Benefit until after your Claim Form has been processed and Court proceedings are completed.

**CLAIM FORM MUST BE POSTMARKED BY JANUARY 7, 2024 AND MAILED TO THE ADDRESS BELOW**

**Coleman v Britax Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103**

All information submitted in support of your claim is subject to investigation and verification by the Settlement Administrator.

**If you have any questions about this lawsuit, your rights, or completing the Claim Form, you may also contact Class Counsel:**

Martha A. Geer  
Milberg Coleman Bryson Phillips Grossman PLLC  
(919) 600-5000 [mgeer@milberg.com](mailto:mgeer@milberg.com)  
900 W. Morgan St., Raleigh, NC 27603

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR BRITAX TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS. They are not permitted to answer your questions.

**BRITAX BELT-POSITIONING BOOSTER SEAT CLASS ACTION CLAIM FORM –  
MAIL  
(WITHOUT PROOF OF PURCHASE)**

*Coleman, et al. v. Britax Child Safety, Inc.*, No. 0:21-cv-00721-SAL  
United States District Court for District of South Carolina

***This Claim Form must be postmarked no later than January 7, 2024.***

This Claim Form applies to the Settlement that has been reached in a class action lawsuit involving the Britax Highpoint, Midpoint, Parkway SG, Parkway SGL, and Skyline belt-positioning booster seats (the “Booster Seats”).

By timely submitting this Claim Form, you will be included in the Settlement Class identified in the Notice and the Class Action Settlement Agreement and Release. **If you also submit a Request for Exclusion (in other words, if you ask to “opt out” of the Settlement Class), this Claim Form will be deemed invalid.**

**CLAIM FORM INSTRUCTIONS**

**IMPORTANT: Please read the instructions below before completing this Claim Form. The Class Benefit you qualify for, and the appropriate Claim Form to use, depends on the Proof of Purchase you have for your Booster Seat(s).** The Class Benefits you may qualify for are:

- **For Claimants with Proof of Purchase:** If you have Proof of Purchase and submit a Valid Claim Form, you have the choice to receive a \$25.00 cash refund for each Booster Seat or a single \$40.00 voucher.

Any of the following qualify as valid Proof of Purchase: (i) a valid receipt or order confirmation from an authorized retailer; (ii) other physical evidence reflecting your purchase claim (e.g., a credit card statement or invoice that definitively identifies the purchase amount) accompanied by a description of the Booster Seat model purchased; or (iii) evidence of the purchase in Britax’s available records (either from making a direct purchase from Britax’s website or registering the product with Britax).

If you have received an email or postcard with a unique Notice ID and Confirmation Code, you appear in Britax’s records as having purchased a Booster Seat. Your valid Notice ID and Confirmation Code are your Proof of Purchase for any Booster Seat purchase(s) in Britax’s available records and no further Proof of Purchase is required for those Booster Seats.

**Do not use this Claim Form if you have valid Proof of Purchase. The appropriate Claim Form for claims submitted with Proof of Purchase is available at the [www.BritaxColemanBoosterSettlement.com](http://www.BritaxColemanBoosterSettlement.com) or may be requested by calling 1-866-505-6553.**

- **For Claimants without Proof of Purchase:** You are eligible to receive a single \$25.00 voucher if you submit a Valid Claim Form without Proof of Purchase.

Your claim will be considered valid if you satisfy three of the following four requirements on the Claim Form: (i) identify the serial number; (ii) identify the model of the Booster Seat you purchased and one of the primary colors on the seat’s fabric; (iii) identify the retailer where you purchased the Booster Seat, as well as the approximate month and year of purchase; and (iv) if the Booster Seat was not purchased online, identify the municipality and state where the Booster Seat was purchased and attach a picture of the Booster Seat.

**Use this Claim Form only if you do not have valid Proof of Purchase.**

To be valid, your Claim Form must be complete, accurate, and timely submitted. Your Claim Form must also include a completed penalty of perjury attestation regarding the accuracy of the information submitted. Your Claim Form may be rejected by the Settlement Administrator if any of these conditions is not met.

**ATTESTATION UNDER PENALTY OF PERJURY**

By signing below and submitting this Claim Form, I hereby declare under penalty of perjury that I am the person identified on the Claim Form, and that all of the information I will provide on this Claim Form is true and accurate. I understand that Britax and the Settlement Administrator have the right to verify the accuracy of any purchase information I provide, and that the Court may ultimately determine I am not entitled to receive the requested Class Benefit.

Signed

--	--	--	--	--	--	--	--

Dated (MMDDYY)

*Printing your name constitutes your legal signature, in the same manner as if you signed by hand.*

**A. PURCHASE INFORMATION**

Please provide below the model, purchase location, and approximate corresponding date (month and year) for the purchase you made of a Booster Seat in the United States, not for resale, between March 12, 2015 to August 25, 2023. Valid Claimants without Proof of Purchase are only eligible for one \$25.00 voucher, irrespective of the number of past purchases.

For a list of the Booster Seat models covered by the Settlement and which may make you eligible for a voucher, please refer to the below table.

ID	Model	ID	Model
01	Highpoint	04	Parkway SGL
02	Midpoint	05	Skyline
03	Parkway SG		

Model Purchased (please use ID in the chart above)	Purchase Location	Date (MMYY)

**B. CORROBORATING INFORMATION**

Please provide at least three (3) of the following four (4) items of requested information in order to qualify for a \$25.00 voucher for the purchase identified in Section A.

<b>Item A</b>	Fill in the serial number of the Booster Seat (the serial number may be found on a white label attached to the Booster Seat):	_____
<b>Item B</b>	Fill in the name of the retail store or website where the Booster Seat was purchased:	_____
	Fill in the approximate month and year of purchase of the Booster Seat:	_____
<b>Item C</b>	Fill in the model of Booster Seat you purchased:	_____
	Identify one of the primary colors on the Booster Seat’s fabric:	_____
<b>Item D</b>	If not purchased online, fill in the municipality (city or town) and state of purchase:	_____
	Attach a photo of this Booster Seat to the Claim Form.	

**C. ADDRESS INFORMATION**

Please provide your name and contact information below.

Full Name \_\_\_\_\_

Home Street Address \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

**D. MANNER OF TRANSMISSION OF CLASS BENEFIT**

If your Claim Form is valid, signed, and has been timely submitted, you will receive your voucher by email, at the email listed in **Section C**, unless you request to have the voucher mailed to you.

You acknowledge that if you choose to receive your voucher by mail, you may not receive your voucher as quickly and that the Settlement Administrator will not be responsible for vouchers that do not arrive by U.S. mail and may not reissue vouchers that are claimed as lost or stolen.

If you wish to receive your voucher via U.S. mail, please check this box to receive it at the address listed in **Section C**.

Please be patient. The Settlement Administrator will not be able to send you your voucher until after your Claim Form has been processed and Court proceedings are completed.

-----

**CLAIM FORM MUST BE POSTMARKED BY JANUARY 7, 2024 AND MAILED TO THE ADDRESS BELOW**

**Coleman v Britax Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103**

All information submitted in support of your claim is subject to investigation and verification by the Settlement Administrator.

**If you have any questions about this lawsuit, your rights, or completing the Claim Form, you may also contact Class Counsel:**

Martha A. Geer  
Milberg Coleman Bryson Phillips Grossman PLLC  
(919) 600-5000  
[mgeer@milberg.com](mailto:mgeer@milberg.com)  
900 W. Morgan St., Raleigh, NC 27603

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR BRITAX TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.**

They are not permitted to answer your questions.



# **Exhibit I**

<b>Exclusion #</b>	<b>Name</b>	<b>Exclusion</b>
1	Abby Savidan	10/9/2023
2	Allison Long	10/9/2023
3	Megan Jopling	10/10/2023
4	Mark Blackman	10/10/2023
5	Rebecca DiSalvo	10/12/2023
6	Jonathan Yundt	10/16/2023
7	Nicole Mendoza Perez	10/20/2023
8	Silvia Suarez	10/30/2023
9	Ellen Messina	10/31/2023