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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

OMAR VARGAS, ROBERT  
BERTONE, MICHELLE HARRIS,  
and SHARON HEBERLING  
individually, and on behalf of a class of  
similarly situated individuals,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

Case No. CV12-08388 AB (FFMx)

The Hon. André Birotte Jr.

**PLAINTIFFS' NOTICE OF MOTION  
AND RENEWED MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT  
THEREOF**

Date: February 28, 2020  
Time: 10:00 a.m.  
Place: Courtroom 7B

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

**PLEASE TAKE NOTICE** that on February 28, 2020, at 10:00 a.m., in Courtroom 7B of the above-captioned Court, located at 350 West First Street, Los Angeles, CA 90012, the Honorable André Birotte Jr. presiding, Plaintiffs, on behalf of themselves and all others similarly situated, will and hereby do, move this Court to enter an award of attorneys' fees, expenses, and class representative incentive awards. Plaintiffs seek reasonable attorneys' fees in the amount of \$8,474,031.63, reimbursable costs in the amount of \$382,468.37, and service awards ranging between \$1,000 to \$10,000 to each of the named Plaintiffs. The requested fees are reasonable under the lodestar method for calculating fees, as they are of product of reasonable hour and reasonable rates, and, because the lodestar exceeds the requested fees, an application of a "negative multiplier." The requested fees are also reasonable as a percentage of the minimum of \$77.4 million in settlement benefits already paid, or committed to pay, to Class Members by Defendant Ford Motor Company, and as a percentage of the overall constructive common fund that exceeds \$100 million.

This Motion is based on: (1) this Notice of Motion and Renewed Motion; (2) the Memorandum of Points and Authorities in Support of Renewed Motion for Attorneys' Fees, Costs, and Service Awards incorporated herewith; (3) the Declarations of Ryan H. Wu and Russell Paul, and exhibits thereto, filed concurrently herewith; (4) the [Proposed] Order filed concurrently herewith; (5) the records, pleadings, and papers filed in this action; and (6) on such other documentary and oral evidence or argument as may be presented to the Court at the hearing of this Renewed Motion.

1 Dated: January 24, 2020

Respectfully submitted,

2  
3 By: /s/ Ryan H. Wu

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## TABLE OF CONTENTS

I.	INTRODUCTION .....	1
II.	ARGUMENT .....	3
A.	The Parties Have Separately Negotiated Fees That Will Not Affect Class Benefits.....	3
B.	The Fee Request is Reasonable Under Either the Lodestar Method or the Percentage Method.....	5
C.	Plaintiffs' Requested Fees Are Reasonable Under the Lodestar Method.....	7
1.	The Hours Expended Are Reasonable.....	7
2.	The Hourly Rates are Reasonable.....	14
3.	The Requested Fees Are Reasonable Because It Requires the Application of a Negative Multiplier .....	18
1.	The Success Achieved Merits a Positive Multiplier .....	19
2.	The Contingent Risk and Complexity of the Case Support A Positive Multiplier .....	21
3.	The Substantial Future Work for Class Counsel Arising From the Settlement Also Support a .....	23
D.	The Requested Fees Is Reasonable Under the Percentage Method.....	23
E.	The Expenses Advanced by Class Counsel Should be Reimbursed.....	25
F.	Service Payments From \$1000 to \$10,000 Should be Awarded to Each of the Named Plaintiffs .....	26
III.	CONCLUSION .....	29

## TABLE OF AUTHORITIES

### CASES

<i>Aarons v. BMW of North America</i> , No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442 (C.D. Cal. Apr. 29, 2014).....	16
<i>Alin v. Honda Motor Co.</i> , No. 08-4825, 2012 WL 8751045 (D.N.J. Apr. 13, 2012) .....	20
<i>Asghari v. Volkswagen Grp. Of America</i> , No. 13-02529-MMM, 2015 WL 12732462 (May 29, 2015).....	16
<i>Batista v. Nissan North America, Inc.</i> , No. 1:14-cv-24728 (S.D. Fla. June 29, 2017), .....	16
<i>Bravo v. Gale Triangle, Inc.</i> , No. 16-03347 BRO, 2017 WL 708766 (C.D. Cal. Feb. 16, 2017) .....	15
<i>Browne v. Am. Honda Motor Co.</i> , No. 09-06750 MMM, 2010 WL 9499073 (C.D. Cal. Oct. 5, 2010) .....	23
<i>Carbrales v. County of Los Angeles</i> , 935 F.2d 1050 (9th Cir. 1991).....	7
<i>Chambers v. Whirlpool Corp.</i> , 214 F. Supp. 3d 877 (C.D. Cal. 2016) .....	15, 22
<i>Coba v. Ford Motor Co.</i> , 932 F.3d 114 (3d Cir. 2019) .....	22
<i>Coles v. City of Oakland</i> , No. C03-2961 THE, 2007 WL 39304, *7 (N.D.Cal. Jan. 4, 2007).....	17
<i>Davis v. General Motors LLC</i> , No. 8:17-cv-2431 (M.D. Fla. 2017) .....	16
<i>Eagen v. Am. Honda Motor Co.</i> , No. 12-01377-SI, 2014 WL 12643322, at *4 (N.D. Cal. Mar. 27, 2014) .....	17
<i>Etter v. Thetford Corporation</i> , No. 13-00081-JLS, 2017 WL 1433312 (C.D. Cal. Apr. 14, 2017).....	15
<i>Fadhl v. City and County of San Francisco</i> , 859 F.3d 649 (9th Cir. 1988).....	22
<i>Falco v. Nissan N.A.</i> , No. 13-00686-DDP (C.D. Cal. July 16, 2018).....	15, 16
<i>Fischel v. Equitable Life Assur. Society of U.S.</i> , 307 F.3d 997 (9th Cir. 2002) .....	21

1	<i>Fox v. Vice</i> , 131 S. Ct. 2205 (2011) .....	8
2	<i>Gates v. Deukmejian</i> , 987 F.2d 1392 (9th Cir. 1992) .....	17
3	<i>Gutierrez v. Wells Fargo Bank, N.A.</i> , No. 07-cv-05923-WHA, 2015 U.S.	
4	Dist. LEXIS 67298 (N.D. Cal. May 21, 2015) .....	15
5	<i>Hartless v. Clorox Co.</i> , 273 F.R.D. 630 (S.D. Cal. 2011) .....	26
6	<i>Hensley v. Eckehart</i> , 461 U.S. 424 (1983) .....	4
7	<i>In re Bluetooth Headset Products Liab. Litig.</i> , 654 F.3d 935 (9th Cir.	
8	2011) .....	3, 6
9	<i>In re Cathode Ray Tube (CRT) Antitrust Litig.</i> , MDL No. 1917, 2016 U.S.	
10	Dist. LEXIS 102408 (N.D. Cal. Aug. 3, 2016) .....	19
11	<i>In re Chrysler-Dodge-Jeep Ecodiesel® Mktg., Sales Practices &amp; Prods.</i>	
12	<i>Liab. Litig.</i> , No. 17-md-02777-EMC, 2019 U.S. Dist. LEXIS 75205	
13	(N.D. Cal. May 3, 2019) .....	13
14	<i>In re Dynamic Random Access Memory (DRAM) Antitrust Litig.</i> , MDL	
15	No. 1486, 2013 U.S. Dist. LEXIS 190974 (N.D. Cal. Nov. 5, 2013) .....	24
16	<i>In re Hyundai and Kia Fuel Econ. Litig.</i> , 926 F.3d 539 (9th Cir. 2019) .....	<i>passim</i>
17	<i>In re Immune Response Sec. Litig.</i> , 497 F. Supp. 2d 1166 (S.D. Cal. 2007) .....	25
18	<i>In re MyFord Touch Consumer Litig.</i> , 2019 WL 6877477 (N.D. Cal. Dec.	
19	17, 2019) .....	14, 24, 25
20	<i>In re Omnivision Techs., Inc.</i> , 559 F. Supp. 2d 1036 (N.D. Cal. 2008) .....	19
21	<i>In re Online DVD-Rental Antitrust Litig.</i> , 779 F.3d 934 (9th Cir. 2015) .....	24, 28
22	<i>In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Practices,</i>	
23	<i>&amp; Prods. Liab. Litig.</i> , No. 10-ML-02151-JVS, 2013 U.S. Dist. LEXIS	
24	123298 (C.D. Cal. July 24, 2013) .....	13, 15
25	<i>In re Toyota Motor Corp.</i> , No. 8:10ML-02151-JVS, 2013 U.S. Dist.	
26	LEXIS 94485 (C.D. Cal. June 17, 2013) .....	20
27	<i>In re Volkswagen &amp; Audi Warranty Extension Litig.</i> , 89 F. Supp. 3d 155	
28	(D. Mass. 2015) .....	19, 20

1	<i>In re Volkswagen “Clean Diesel” Mktg., Sales Practices, &amp; Prods. Liab.</i>	
2	<i>Litig.</i> , 2017 U.S. Dist. LEXIS 114353 (N.D. Cal. July 21, 2017) .....	13
3	<i>In re Washington Pub. Power Supply Sys. Sec. Litig.</i> , 19 F.3d 1291 (9th	
4	Cir. 1994) .....	7
5	<i>Johnson v. General Mills, Inc.</i> , No. 10-00061-CJC, 2013 U.S. Dist.	
6	LEXIS 90338 (C.D. Cal. June 17, 2013) .....	25
7	<i>Kearney v. Hyundai Motor Am.</i> , No. 09-1298, 2013 U.S. Dist. LEXIS	
8	91636 (C.D. Cal. June 28, 2013) .....	15
9	<i>Keegan v. Am. Honda Motor Co, Inc.</i> , 2014 WL 12551213 (C.D. Cal. Jan.	
10	21, 2014) .....	27
11	<i>Klee v. Nissan N. Am., Inc.</i> , 2015 U.S. Dist. LEXIS 88270 (C.D. Cal. July	
12	7, 2015) .....	15
13	<i>Laguna v. Coverall North America</i> , 753 F.3d 918 (9th Cir. 2014) .....	4
14	<i>MacDonald v. Ford Motor Co.</i> , 2016 WL 3055643 (May 31, 2016) .....	15, 19
15	<i>Mangold v. Calif. Public Utilities Comm’n</i> , 67 F.3d 1470 (9th Cir. 1995) .....	5
16	<i>Missouri v. Jenkins</i> , 491 U.S. 274 (1989) .....	17
17	<i>Moreno v. City of Sacramento</i> , 534 F.3d 1106 (9th Cir. 2008) .....	8, 14
18	<i>O’Keefe v. Mercedes-Benz United States, LLC</i> , 214 F.R.D. 266 (E.D. Pa.	
19	2003) .....	20
20	<i>Parkinson v. Hyundai Motor America</i> , 796 F. Supp. 2d 1160 (C.D. Cal.	
21	2010) .....	6, 15
22	<i>Pedente v. Ford Motor Co.</i> , No. 18-ML-2814-AB (C.D. Cal. Oct. 29,	
23	2019) .....	21
24	<i>Prison Legal News v. Schwarzenegger</i> , 608 F.3d 446 (9th Cir. 2010) .....	15
25	<i>Rodriguez v. W. Pub. Corp.</i> , 563 F.3d 948 (9th Cir. 2009) .....	26
26	<i>Schuchardt v. Law Office of Rory W. Clark</i> , 314 F.R.D. 673 (N.D. Cal.	
27	2016). .....	18
28	<i>Seifi v. Mercedes-Benz USA, LLC</i> , No. 12-CV-05493-TEH, 2015 WL	

1	12952902 (N.D. Cal. Aug. 18, 2015) .....	27
2	<i>Staton v. Boeing Co.</i> , 327 F.3d 938 (9th Cir. 2003).....	4
3	<i>Steiner v. American Broad. Co.</i> , 248 Fed. Appx. 780 (9th Cir. 2007).....	19
4	<i>Stevens v. Safeway, Inc.</i> , No. 05-01988, 2008 U.S. Dist. LEXIS 17119	
5	(C.D. Cal. Feb. 25, 2008) .....	26
6	<i>Trew v. Volvo Cars of N. Am., LLC</i> , No. S-05-1379-RRB, 2007 U.S. Dist.	
7	LEXIS 55305 (S.D. Cal. July 31, 2007) .....	19
8	<i>Trs. of the Constr. Indus. and Laborers Health and Welfare Trust v.</i>	
9	<i>Redland Ins. Co.</i> , 460 F.3d 1253 (9th Cir. 2006) .....	25
10	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995).....	19
11	<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043 (9th Cir. 2002).....	5, 19
12	<i>Vizzi v. Mitsubishi Motors N. Am., Inc.</i> , No. 08-00650-JVS, 2010 WL	
13	11508375 (C.D. Cal. Mar. 29, 2010) .....	27
14	<i>Warner v. Toyota Motor Sales, U.S.A.</i> , No. 15-02171-FMO (C.D. Cal.	
15	May 21, 2017).....	20
16	<i>Winterrowd v. Am. Gen. Annuity Ins. Co.</i> , 556 F.3d 815 (9th Cir. 2009).....	8
17	<i>Yaeger v. Subaru of Am., Inc.</i> , No. 11-4490-JBS, 2016 WL 4547126	
18	(D.N.J. Aug. 31, 2016) .....	16

## STATE CASES

21	<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43 (2008) .....	19
22	<i>Children's Hospital and Med. Center v. Bonta</i> , 97 Cal. 4th 740 (2002) .....	14
23	<i>Graham v. DaimlerChrysler Corp.</i> , 34 Cal. 4th 553 (2004) .....	19, 21
24	<i>Horsford v. Board of Trustees of California State Univ.</i> , 132 Cal. App. 4th	
25	359 (2005).....	7
26	<i>In re Consumer Privacy Cases</i> , 175 Cal. App. 4th 545 (2009).....	19
27	<i>Ketchum v. Moses</i> , 24 Cal. 4th 1122 (2001) .....	6
28	<i>Kim v. Euromotors West/The Auto Gallery</i> , 149 Cal. App. 4th 170 (2007) .....	6



1	<i>Laffitte v. Robert Half Int’l Inc.</i> , 1 Cal. 5th 480 (2016) .....	6
2	<i>Margolin v. Regional Planning Com.</i> , 134 Cal. App. 3d 999 (1982) .....	14
3	<i>PLCM Group, Inc. v. Drexler</i> , 22 Cal. 4th 1084 (2000).....	8
4	<i>Serrano v. Priest</i> , 20 Cal. 3d 25 (1977).....	6, 22
5	<i>Serrano v. Unruh</i> , 32 Cal. 3d 621 (1982).....	8
6	<i>Sutter Health Uninsured Pricing Cases</i> , 171 Cal. App. 4th 495 (2009).....	19
7	<i>Vo v. Las Virgenes Municipal Water Dist.</i> , 79 Cal. App. 4th 440 (2000).....	7
8	<i>Weeks v. Baker &amp; McKenzie</i> , 63 Cal. App. 4th 1128 (1998) .....	7
9	<i>Wysinger v. Automobile Club of S. Cal.</i> , 157 Cal.App.4th 413, 431 (2007).....	7
10	<b>FEDERAL STATUTES</b>	
11	15 U.S.C. §§ 2301 <i>et seq.</i> (Magnuson-Moss Warranty Act .....	11
12	Fed. R. Civ. P. 23(h).....	10
13	Fed. R. Civ. P. 30(b)(6).....	16
14		
15	<b>STATE STATUTES</b>	
16	Cal. Civ. Code §§ 1750 <i>et seq.</i> (Cons. Legal Remedies Act (CLRA)).....	11
17	Cal. Civ. Code §§ 1790-1795.7 (Song-Beverly Consumer Warranty Act) .....	4, 11
18		
19	<b>SECONDARY AUTHORITIES</b>	
20	<i>Posner, Economic Analysis of Law</i> (4th ed. 1992) .....	18
21		
22		
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## MEMORANDUM OF POINTS AND AUTHORITIES

### I. INTRODUCTION

Plaintiffs seek attorneys' fees in the amount of \$8,474,031.63 and expenses of \$382,468.37, along with service awards ranging from \$1,000 to \$10,000 for Plaintiffs, after reaching an Amended Settlement that delivers to date \$77.4 million to Class Members, with claims that can be submitted for years to come.<sup>1</sup> The total value of the Settlement is estimated to be well in excess of \$100 million when all is said and done.

As set forth in the concurrently-filed Renewed Motion for Final Approval,<sup>2</sup> this renewed motion comes after two significant events. First, we now have updated claims information regarding Ford's payouts for claims on the Repurchase—\$47,477,327.41 and counting. (*See* Declaration of Keith Barron ISO Ren. Mot. for Final App.) This information, of course, was not available at the initial final fairness hearing in 2017, and therefore not part of the record on appeal. But this confirms that the Settlement provides exceptional relief to the Class. Second, together with Assisting Class Members, Class Counsel negotiated a term requiring Ford to pay a minimum of \$30 million for the cash payment portion of the Settlement ("Guaranteed Minimum").

Plaintiffs' requested fees of \$8.47 million thus represents less than **11%** of Ford's guaranteed payout (comprising both the payments already made and the Guaranteed Minimum) to Class Members of \$77.4 million, and it constitutes less than 10% of the \$100 million overall value that the Settlement will certainly deliver to Class Members when the claims period finally ends on October 21, 2024. The fee request, as

<sup>1</sup> All capitalized terms herein are defined in the Stipulation and Agreement of Settlement ("Settlement Agreement"), attached as Exhibit 1 and Amendment of Stipulation and Agreement of Settlement ("Amendment"), attached as Exhibit 2 to the Declaration of Ryan H. Wu ("Wu Decl.") in support of the Renewed Motion for Final Approval. The documents together comprise the "Amended Settlement" or "Amended Settlement Agreement."

<sup>2</sup> The procedural history of this case, and the details regarding the Amended Settlement, is summarized in the Renewed Motion for Final Approval, and so Plaintiffs will not repeat that section here.

1 a percentage of the Settlement's benefits, is well under this Circuit's 25% benchmark  
2 and is reasonable.

3 The Court previously approved Plaintiffs' requested fees, finding the  
4 documented lodestar of \$6,988,275.15 enhanced by a modest 1.22 multiplier, to be  
5 reasonable. (ECF No. 196.) These new developments confirm that the Court was  
6 correct in its initial fee order. Not only is the value of the relief fully substantiated, with  
7 the fees representing a fraction of that amount, Plaintiffs have continued to devote  
8 extensive attorney time and resources to this litigation. They have incurred 7000+  
9 hours, or roughly \$4 million in lodestar, for additional services to the Class. Notably,  
10 Plaintiffs' are not asking for anything beyond the original fees/costs request.

11 Because the requested amount in attorneys' fees is now eclipsed by Plaintiffs'  
12 lodestar of \$10,541,276.65, this results in a substantial *negative* multiplier, which  
13 courts view as another indication of reasonableness. Since filing their initial fee motion  
14 on August 21, 2017, when Plaintiffs last reported their lodestar, Class Counsel has  
15 continued to devote considerable resources to serving Class Members, whose interest  
16 in this class action has not waned. Even today, Class Counsel routinely responds to  
17 dozens of inquiries a day from Class Members seeking to understand certain terms, file  
18 claims, help on getting documentation or communicating with Ford dealers on repairs,  
19 or simply report on their experience with their Class Vehicle, among other things.  
20 Having negotiated an unusually lengthy claims period for the benefit of the Class,  
21 Class Counsel must now devote substantial time and effort to this case for at least four  
22 more years. Indeed, Class Counsel has earmarked at least two thousand attorney hours  
23 for the next two years, or roughly \$1 million in lodestar, to serve Class Members, likely  
24 without any further recompense. The extensive future work for Class Counsel  
25 contemplated by the Amended Settlement further supports their fee request.

26 Class Counsel also devoted considerable time to defending, in litigation and on  
27 appeal, what Class Counsel believes to be a valuable settlement and a well-reasoned  
28 final approval order from this Court—a belief confirmed by the updated \$47.4 million

1 payout information provided by Ford. In a split decision, the Ninth Circuit majority,  
 2 without the benefit of the payout information, nonetheless *did not* adopt former  
 3 Objectors’<sup>3</sup> argument that the original Settlement was unfair or that this Court  
 4 fundamentally erred; rather, they simply vacated and remanded for a more detailed  
 5 order. Subsequently, Class Counsel, working with former Objectors, pushed for  
 6 additional benefits to the Class. The resulting Amended Settlement, which provides for  
 7 a guaranteed minimum for cash payments and modifications to the Repurchase benefit  
 8 to favor Class Members, among other things, will be even more beneficial to Class  
 9 Members. Again, Class Counsel will not be compensated any more for this work.

10 Moreover, the roughly \$382,468.37 in costs advanced by Class Counsel to the  
 11 Class (for the last seven years interest-free) are those that would typically be billed to a  
 12 paying client and should be reimbursed. And the requested service awards are similarly  
 13 reasonable and consistent with other service awards in classwide settlements regarding  
 14 alleged automotive defects. They were previously approved without objection and  
 15 there is no reason why they should not be approved again.

## 16 **II. ARGUMENT**

### 17 **A. The Parties Have Separately Negotiated Fees That Will Not Affect** 18 **Class Benefits**

19 At the conclusion of a successful class action, the plaintiff may apply to the  
 20 Court for an award of “reasonable attorneys’ fees and non-taxable costs that are  
 21 authorized by law or the parties’ agreement.” FED. R. CIV. P. 23(h). In considering the  
 22 fee application, courts must ensure that the fees awarded are reasonable. *See In re*  
 23 *Bluetooth Headset Products Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011)

24  
 25 <sup>3</sup> Former Objectors, or “Assisting Class Members” are Brenda Lott, Suzanne  
 26 Lutz, Carlie Olivant, Gail Slomine, and Philip Woloszyn (the “Lott Group”), and James  
 27 “Jason” DeBolt. As set forth in the Renewed Motion for Final Approval, these Class  
 28 Members participated in a mediation following the mandate, pushed for additional  
 benefits to the Class, and have now withdrawn their objections after agreeing to the  
 terms memorialized in the Amendment.

1 (“*Bluetooth*”). In their evaluation, however, district courts must account for the fact that  
 2 “the parties are compromising to avoid litigation.” *Laguna v. Coverall North America*,  
 3 753 F.3d 918, 922 (9th Cir. 2014) *vac’d as moot*, 2014 U.S. App. LEXIS 21950 (9th  
 4 Cir. Nov. 20, 2014). Accordingly, “the district court need not inquire into the  
 5 reasonableness of the fees even at the high end with precisely the same level of scrutiny  
 6 as when the fee amount is litigated.” *Id.* (quoting *Staton v. Boeing Co.*, 327 F.3d 938,  
 7 966 (9th Cir. 2003)). This standard is consistent with the strong policy discouraging a  
 8 “second major litigation” arising from a request for attorneys’ fees. *Hensley v.*  
 9 *Eckerhart*, 461 U.S. 424, 437 (1983) (“Ideally, of course, litigants will settle the  
 10 amount of a fee”).

11 In practice, a policy encouraging settlement of fees means that parties regularly  
 12 reach an agreement on attorney’s fees, by way of a so-called “clear sailing” provision  
 13 where a defendant agreed not to oppose fees sought by the plaintiff up to a certain  
 14 amount. According to *Hyundai*, the sole Ninth Circuit en banc decision on class action  
 15 settlements to date, a “clear-sailing” provision for certain class counsel in that case is not  
 16 problematic because “[t]he settling parties agreed on the amount of class compensation”  
 17 before negotiating, “‘over multiple mediation sessions with a respected and experience  
 18 mediator,’ the ‘reasonable attorney’s fees provided in the settlement agreement.’” *See In*  
 19 *re Hyundai and Kia Fuel Econ. Litig.*, 926 F.3d 539, 569-70 (9th Cir. 2019) (en banc)  
 20 (“*Hyundai*”) (reaffirming the wisdom of negotiated fees where the attorneys’ fees were  
 21 negotiated in a separate session and the settlement that provides “substantial relief”).  
 22 The en banc panel emphasized that the Ninth Circuit had “previously approved such an  
 23 approach,” as it “put a good deal of stock in the product of an arms-length, non-collusive,  
 24 negotiated resolution.” *Id.* (citation omitted).

25 Here, the agreed-upon attorneys’ fees and expenses in the amount of \$8,856,500  
 26 (see Settlement Agreement. ¶ II.P) are the product of a non-collusive adversarial  
 27 negotiations, facilitated by leading class action mediator, Eric Green. (Declaration of Ryan  
 28 H Wu In Support of Renewed Motion for Final Approval [“Wu App. Decl.”] ¶¶ 15-17.)

1 With Prof. Green's guidance, the Parties negotiated and resolved attorneys' fees *after* the  
 2 Class relief had been finalized to avoid any appearance of (or actual) conflict. (*Id.*)  
 3 Because the Settlement would not be contingent on any agreement as to attorneys' fees,  
 4 there was no reason for Class Counsel to make unfavorable concessions with regard to  
 5 Class claims in exchange for higher fees. (*Id.*) Furthermore, by agreeing to resolve  
 6 attorneys' fees amicably, Ford's counsel averted the possibility that Class Counsel might  
 7 apply for, and receive, a much larger award. Given that their lodestar exceeds \$10.5  
 8 million (along with over \$380,000 in costs), and the results achieved, contingent risk,  
 9 complexity and substantial future work justify a multiplier on the lodestar, Class Counsel  
 10 would be justified seeking higher fees.

11 Accordingly, this Court's review of the reasonableness of the fee request should  
 12 take into consideration the Parties' bargain, including the important fact that the  
 13 attorneys' fees, negotiated well after the Class relief had been finalized, are separate  
 14 from relief designated for the Class.

15 **B. The Fee Request is Reasonable Under Either the Lodestar Method or**  
 16 **the Percentage Method**

17 Courts in this circuit determine attorney's fees in class actions using either the  
 18 lodestar method or the percentage-of-recovery method." *Hyundai*, 926 F.3d at 570. In  
 19 *Hyundai*, the court affirmed the use of the lodestar method both because "the attorney's  
 20 fee is paid separately from the amount allocated to those covered by the class" and that  
 21 "it is difficult to estimate the settlement value's upper bound." *Id.* Here, given that the  
 22 Amended Settlement does not create a traditional common fund (but instead, an  
 23 uncapped, claims-made settlement with a \$30 million floor and \$47.4 million already  
 24 paid out), the lodestar method applies here.

25 This is consistent with California law. "In diversity actions, federal courts look  
 26 to state law in determining whether a party has a right to attorneys' fees and how to  
 27 calculate those fees." *Mangold v. Calif. Public Utilities Comm'n*, 67 F.3d 1470, 1478  
 28 (9th Cir. 1995). The state law governing the underlying claims in a diversity action



1 “also governs the award of fees.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047  
 2 (9th Cir. 2002). Here, California law governs, as Plaintiffs brought suit under the  
 3 Consumer Legal Remedies Act (“CLRA”), and, as successful parties, they are entitled  
 4 to fees under its one-way fee-shifting provision.<sup>4</sup>

5 Under California law, the lodestar is the “starting point of every fee award.”  
 6 *Serrano v. Priest*, 20 Cal. 3d 25, 48 n.23 (1977) (“*Serrano III*”). For any fee application  
 7 subject to a statutory award, courts should “presume that the Legislature intended  
 8 courts to use the prevailing lodestar adjustment method.” *Ketchum v. Moses*, 24 Cal.  
 9 4th 1122, 1136 (2001); accord *In re Bluetooth*, 654 F.3d at 941 (“The ‘lodestar  
 10 method’ is appropriate in class actions brought under fee-shifting statutes.”).  
 11 “Anchoring the analysis to [the lodestar] is the only way of approaching the problem  
 12 that can claim objectivity, a claim which is obviously vital to the prestige of the bar and  
 13 the courts.” *Serrano III*, 20 Cal. 3d at 48 n.23.

14 In *Hyundai*, the en banc court reaffirmed that cross-checking the lodestar with  
 15 the percentage method is entirely discretionary when no fund is created. *See Hyundai*,  
 16 926 F.3d at 571. Although not required, the requested fees here would be reasonable if  
 17 the Court were to use the percentage method—as a percentage of the constructive  
 18 common fund or even as a percentage of the already-paid-or-guaranteed benefits.

19  
 20 <sup>4</sup> Under the mandatory fee-shifting provision of the CLRA, the Court “shall  
 21 award court costs and attorneys’ fees to a prevailing plaintiff in a litigation” under that  
 22 section. Cal. Civ. Code § 1780(e). “[A]n award of attorney fees to ‘a prevailing  
 23 plaintiff’ in an action brought pursuant to the CLRA is mandatory, even where the  
 24 litigation is resolved by a pre-trial settlement agreement.” *Kim v. Euromotors West/The*  
 25 *Auto Gallery*, 149 Cal. App. 4th 170, 178-179 (2007). There is no dispute that  
 26 Plaintiffs, having obtained the relief they sought when they filed suit, are the prevailing  
 27 party. *See Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160, 1171 (C.D.  
 28 Cal. 2010) (authorizing fees under CLRA when the plaintiff obtained relief sought by  
 way of a class action settlement). And Ford recognized Plaintiffs’ right to recover fees  
 by entering into the Settlement Agreement under which it would not oppose Plaintiffs’  
 request for attorneys’ fees and expenses in an amount not exceeding \$8,856,500.  
 (Settlement Agreement, ¶ II.P.) Plaintiffs are also entitled to fees under the Magnuson-  
 Moss Warranty Act, 15 U.S.C. § 2310(d)(2) and the Song-Beverly Consumer Warranty  
 Act, Cal. Civ. Code § 1794(d).

1 California law also authorizes the percentage method for awarding attorneys' fees in  
 2 common fund cases. *See Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503 (2016)  
 3 (joining other jurisdictions in holding that the trial court "may determine the amount of  
 4 a reasonable fee by choosing an appropriate percentage of the fund created."). The  
 5 purpose of this doctrine is that "those who benefit from the creation of the fund should  
 6 share the wealth with the lawyers whose skill and effort helped create it." *In re*  
 7 *Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1300 (9th Cir. 1994).  
 8 While there is no fund created here, the value of the Amended Settlement, as a  
 9 minimum of the constructive common fund, also supports Plaintiffs' fee request.

10 **C. Plaintiffs' Requested Fees Are Reasonable Under the Lodestar**  
 11 **Method**

12 **1. The Hours Expended Are Reasonable**

13 In evaluating the reasonableness of the hours Class Counsel expended, courts  
 14 must "focus on providing an award of attorneys' fees reasonably designed to fully  
 15 compensate plaintiffs' attorneys for the services provided." *Horsford v. Board of*  
 16 *Trustees of California State Univ.*, 132 Cal. App. 4th 359, 395 (2005). Courts do so by  
 17 looking at "the entire course of the litigation, including pretrial matters, settlement  
 18 negotiations, discovery, [and] litigation tactics..." *Vo v. Las Virgenes Municipal Water*  
 19 *Dist.*, 79 Cal. App. 4th 440, 445 (2000). The general principle is that "the attorney who  
 20 takes [a statutory fee-shifting] case can anticipate receiving full compensation for every  
 21 hour spent litigating a claim even against the most polemical opponent." *Weeks v.*  
 22 *Baker & McKenzie*, 63 Cal. App. 4th 1128, 1175 (1998).

23 All time "reasonably expended in pursuing" successful claims is compensable  
 24 even that spent on "adverse rulings," so long as the litigation objective is achieved. *See*  
 25 *Carbrales v. County of Los Angeles*, 935 F.2d 1050, 1053 (9th Cir. 1991); *Wysinger v.*  
 26 *Automobile Club of S. Cal.*, 157 Cal. App. 4th 413, 431 (2007) ("To reduce attorneys'  
 27 fees for a successful party because he did not prevail on all of his arguments, makes it  
 28 the attorney, and not the defendant, who pays the costs of enforcing the plaintiffs'



rights.”). Thus, courts should not be “enmeshed in a meticulous analysis of every detailed facet of the professional representation.” *Serrano v. Unruh*, 32 Cal. 3d 621, 642 (1982). Ultimately, “[t]he essential goal in shifting fees (to either party) is to do rough justice, not to achieve auditing perfection.” *Fox v. Vice*, 131 S. Ct. 2205, 2216 (2011).

This Court had previously found that Plaintiffs’ submitted hours were reasonable. (ECF No. 196.) In the interest of providing full and complete information for this renewed Motion, Plaintiffs resubmit their prior hours, submitted on August 21, 2017 (ECF No. 146), as well as the additional lodestar of \$3,398,361.50 expended since that submission (which incorporates another 1,000 hours in write-offs).<sup>5</sup>

All told, Class Counsel have expended approximately 21,328.70 hours thus far to prosecute this action and secure benefits for the Class, not counting thousands of hours Class Counsel anticipate will be required to help Class Members understand the Settlement and submit claims for many years to come.<sup>6</sup> (See Declaration of Ryan H. Wu ISO Ren. Mot. Atty. Fees [“Wu Fee Decl.”], ¶¶ 3-6, Declaration of Russell D. Paul ISO Ren. Mot. Atty. Fees [“Paul Fee Decl.”] ¶ 3.) Class Counsel has reviewed billing entries describing tasks performed that attorneys entered contemporaneously into Class Counsel’s billing program.<sup>7</sup> (See Wu Fee Decl. ¶ 6; Paul Fee Decl. ¶ 4.) Following the

<sup>5</sup> In an exercise of billing discretion, Lead Class Counsel have voluntarily excluded a total of 2,000 hours, representing over \$1,000,000 in lodestar, from the lodestar submission. (Wu Fee Decl. ¶ 5.) This work was billable time, including training, legal research, and certain class member contacts, and work done by multiple billing attorneys, that Lead Class Counsel wrote off. The Court should take the voluntary reductions into consideration in evaluating the reasonableness of the fee request. *See Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008) (instructing courts to take into account existing voluntary deductions in making evaluating whether further deductions should be made, and crediting counsel with a voluntary 10% “haircut”).

<sup>6</sup> Also, in the exercise of billing discretion, Class Counsel has not submitted the time of Zimmerman Law Offices, P.C., also named as Class Counsel in the action. The bulk of the time spent by the Zimmerman firm is in the *Anderson* case, which will be dismissed following judgment in this case. (Wu Fee Decl. ¶ 5.)

<sup>7</sup> California law does not require actual billing records; courts may award

1 review of the voluminous records, Class Counsel sorted the entries by task categories,  
 2 summarizing those tasks for the Court's convenience. (*Id.*) The hours incurred reflect  
 3 Class Counsel's exceptional efforts in surmounting a number of obstacles, including  
 4 strong resistance from a well-financed opponent represented by highly experienced and  
 5 skilled counsel, as well as extensive objections from a highly reputable public interest  
 6 organization, to secure this excellent Amended Settlement for the Class. The following  
 7 are the most time-intensive categories:

8 **Advising Class Members.** Class Counsel have devoted extraordinary resources  
 9 to this case, particularly in response to the intense interest from Class Members seeking  
 10 a remedy for an alleged defect in their vehicles. Class Counsel responded to tens of  
 11 thousands of inquiries from Class Members. (Wu Fee Decl. ¶ 15.) During the litigation  
 12 itself, Class Counsel advised Class Members as to the status of the litigation, reviewed  
 13 their repair orders, and documented their complaints in a detailed database. (*Id.*) This  
 14 helped build Plaintiffs' case during the investigation phase.

15 Following preliminary approval and the dissemination of approximately 2.15  
 16 million Class Notices, Class Counsel were inundated with calls and emails from Class  
 17 Members seeking further explanation and advice regarding the Settlement and its  
 18 terms. (Wu Fee Decl. ¶ 16.) Over 30,000 Class Members have contacted Lead Class  
 19 Counsel following preliminary approval, and many seek repeated assistance. (*Id.*)  
 20 Attorneys, including several full-time staff attorneys, devoted much of their time to  
 21 resolving Class Members' concerns or assisting with their needs. (*Id.*) This work  
 22

23 statutory fees based on declarations and summaries. *See PLCM Group, Inc. v. Drexler*,  
 24 22 Cal. 4th 1084, 1098 (2000); *Winterrowd v. Am. Gen. Annuity Ins. Co.*, 556 F.3d  
 25 815, 827 (9th Cir. 2009) (applying California law and determining that the "testimony  
 26 of an attorney as to the number of hours worked on a particular case is sufficient  
 27 evidence to support an award of attorney fees, even in the absence of detailed time  
 28 record."). Accordingly, Class Counsel prepared detailed time summaries to ease the  
 Court's burden of reviewing the over 20,000 contemporaneously-entered time entries  
 upon which the time summaries were based. (Wu Fee Decl ¶ 4.) However, Class  
 Counsel stands ready to provide the complete billing records upon the Court's request.

1 include, among other things, explaining how to qualify for benefits, working with class  
 2 members on claim documentation, advising class members regarding their offers from  
 3 Ford or arbitration awards, and addressing Ford dealers' obligation to make repairs.  
 4 (*Id.*) These services will continue for many years to come. (*Id.*)

5 Lead Class Counsel also spent considerable time (a) developing their own,  
 6 content-rich website to educate Class Members about the Settlement and the claims  
 7 process; (b) creating an interactive voice response system to answer anticipated  
 8 questions; (c) training attorneys on the Settlement's terms; (d) collaborating with  
 9 Ford's attorneys on both the Claims Administrator's website and phone system and the  
 10 Arbitration Administrator's website; and (e) updating the website and providing email  
 11 blasts to class members to notify them of new developments.

12 **Settlement Negotiations and Settlement Motions.** Class Counsel have also  
 13 spent 2,750 hours on preparing the Settlement and Settlement motions, including the  
 14 final approval motions, fee motions, response to objectors, and various settlement  
 15 documents. This expenditure is reasonable and necessary given the nature of the  
 16 Settlement negotiations and the Settlement drafting process. The proposed Settlement  
 17 comes after multiple mediations and months of drafting and fine-tuning the Settlement  
 18 Agreement and its various companion documents. (Wu Fee Decl. ¶¶ 11-12.) This was  
 19 no ordinary agreement; the Settlement features several novel components, including a  
 20 unique arbitration program, a default repurchase remedy, and compensation for  
 21 inconvenience. (*Id.*) Class Counsel spent considerable time harmonizing the various  
 22 benefit components, researching each state's lemon laws, reviewing class action  
 23 settlements in other car cases, and refining the processes for claims submission and  
 24 arbitration. (*Id.*)

25 Class Counsel also spent considerable time preparing the Motion for Preliminary  
 26 Approval (ECF No. 120), the initial fee (ECF No. 146) and final approval motions  
 27 (ECF No. 150), and the 40-page response to objections and attached exhibits cross-  
 28 referencing each state's lemon laws (ECF No. 170). (*Id.*) The hours for this phase,

1 which spanned about a year, is reasonable.

2       **Discovery.** Class Counsel also spent approximately 3,100 hours on discovery.  
3 Among other tasks, Class Counsel consulted and retained automotive experts and  
4 researched publicly available materials and information provided by NHTSA  
5 pertaining to the Transmission. (Wu Fee Decl. ¶ 8.) They reviewed and researched  
6 consumer complaints and discussions of Transmission problems in articles and forums  
7 online, in addition to various manuals and technical service bulletins discussing the  
8 alleged defect. Finally, they conducted research into the applicable causes of action and  
9 other similar automotive actions. In response to Class Counsel's discovery requests,  
10 Ford produced over 1.5 million pages of documents, including spreadsheets with  
11 millions of lines of data, owners' manuals, maintenance and warranty manuals, design  
12 documents (*e.g.*, technical drawings), VIN Decoders, technical service bulletins, field  
13 reports, customer comments detail reports, warranty data, internal emails, and emails  
14 between Ford and third parties. (*Id.*) Furthermore, Plaintiffs' Counsel defended  
15 depositions of four class representatives. (*Id.*)

16       Class Counsel also obtained significant discovery from third-parties Getrag and  
17 LuK, the manufacturers and suppliers of the Transmission and its clutches. Plaintiffs  
18 subpoenaed and received over 20,000 documents comprised of 117,000 pages from  
19 Getrag and nearly 10,000 documents comprised of over 36,000 pages from LuK. In  
20 addition, Plaintiffs took the deposition of Getrag's corporate representative. (Wu Fee  
21 Decl. ¶ 9.)

22       In reviewing this discovery, including hundreds of thousands of pages of email  
23 correspondence and databases containing millions of lines of data produced by Ford,  
24 Class Counsel identified information that was instrumental to the case and to Plaintiffs'  
25 efforts during mediation. (*Id.*) Moreover, Class Counsel identified relevant topics and  
26 took the Fed. R. Civ. P. 30(b)(6) depositions of Chris Kwasniewicz, the engineer Ford  
27 assigned to "problem solve" the DPS6 Transmission, and Matt Fyie, a Ford engineer.  
28 (*Id.*) The time spent on this important phase of the litigation is reasonable. (Wu Fee

Decl. ¶ 10.)

**Appeal.** Plaintiffs spent a little over 400 hours on appeal. (Wu Fee Decl. ¶ 13.) This included drafted a motion for expedited schedule, an 80-page Appellees' Brief, numerous Federal Rule of Appellate Procedure 28(j) letters, as well as preparing for oral argument. (*Id.*) Plaintiffs were justified in mounting a vigorous defense of the original Settlement in an appeal initiated by former Objectors, which delayed the delivery of benefits to the Class. As discussed, in the 2-1 decision, the Circuit panel did not find the original Settlement was unfair or unreasonable, as the Objectors contended, but simply instructed the Court to conduct a more searching inquiry.

**Post-Appeal Mediation and Settlement Motion Practice.** Over 330 hours was expended on post-appeal mediation and settlement motion practice. (Wu fee Decl. ¶ 14.) Following the mandate, Plaintiffs, Ford, and Assisting Class Members agreed to participate in mediation. (*Id.*) Along with preparing mediation briefs, preparing for pre-mediation calls, and attending mediation, Class Counsel continued to negotiate over the details with both Assisting Class Members and Ford thereafter, resulting in the Amendment. Class Counsel also prepared this Motion, and Renewed Motion for Final Approval, and numerous ancillary documents. (*Id.*) The hours spent in this phase is reasonable.

**Pleadings and Motion Practice.** Class Counsel also spent a little over 1000 hours on pleadings, legal and factual analysis, and motion practice. (Wu Fee Decl. ¶ 7.) Much of this time was spent drafting detailed complaints in the three cases subsequently consolidated by the Court. (*Id.*) Moreover, Class Counsel prepared oppositions to Ford's motion to dismiss and motions consolidating the actions and analyzed and prepared motions relating to Ford's implementation, during the pendency of the litigation, of the 14M01 and 14M02 Customer Satisfaction Programs that extended the warranty coverage for certain Transmission parts for a good portion of the Class Vehicles. (*Id.*)

For a case filed in 2012, Plaintiffs' total hours of 21,328.70, for over seven years

1 of litigation/settlement defense and a daily influx of Class Member inquiries, are  
 2 reasonable. To put Plaintiffs' hours above billable hour figures into some perspective,  
 3 the number of hours spent on this case is far fewer than other large-scale automobile  
 4 class actions that have recently been approved in California district courts. *See, e.g., In*  
 5 *re Chrysler-Dodge-Jeep Ecodiesel® Mktg., Sales Practices & Prods. Liab. Litig.*, No.  
 6 17-md-02777-EMC, 2019 U.S. Dist. LEXIS 75205, at \*29 (N.D. Cal. May 3, 2019)  
 7 (stating, in a case where class counsel represented that they worked 95,951.4 hours,  
 8 "[t]he fees and costs are reasonable, whether a percentage method or lodestar method is  
 9 used. Class Counsel's request for \$59 million in fees and \$7 million in costs is"  
 10 granted); *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab.*  
 11 *Litig.*, MDL No. 2672-CRB (JSC), 2017 U.S. Dist. LEXIS 114353, at \*728 (N.D. Cal.  
 12 July 21, 2017) ("A lodestar cross-check also supports the reasonableness of Class  
 13 Counsel's requested fees [of \$121 million]. Class Counsel expended 120,418 hours  
 14 while litigating and settling claims"); *In re Toyota Motor Corp. Unintended*  
 15 *Acceleration Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 10-ML-02151-JVS,  
 16 2013 U.S. Dist. LEXIS 123298, at \*306 (C.D. Cal. July 24, 2013) ("[C]lass counsel  
 17 have expended at least 165,930 hours and spent over \$27 million in litigation costs, all  
 18 at the risk of receiving no compensation whatsoever.").

19 A comparable case is *In re MyFord Touch Consumer Litig.*, No. 13-03072-EMC,  
 20 2019 WL 1411510 (N.D. Cal. Mar. 28, 2019) ("*MyFord Touch*"), which was filed in  
 21 2013 and resulted in a settlement that was finally approved late last year.<sup>8</sup> *MyFord*  
 22 *Touch* resulted in an impressive settlement that guaranteed \$17 million to be distributed  
 23 to Class Members. To achieve this valuable settlement, class counsel in that case  
 24 expended over 67,500 hours, or \$31.7 million in lodestar. *Id.* at \*7. Counsel there did  
 25 not seek their lodestar but agreed to seek \$16 million in fees and costs in exchange for

26  
 27 <sup>8</sup> The district court granted final approval in *MyFord Touch* on November 27,  
 28 2019 and awarded fees and costs as requested of \$16 million. (*See In re MyFord Touch*  
*Consumer Litig.*, 2019 WL 6877477, at \*1 (N.D. Cal. Dec. 17, 2019).



1 Ford's non-opposition. *Id.* at \*7. District Judge Chen found the lodestar, "clear sailing"  
 2 arrangement, and the fee request to be reasonable, ultimately awarding \$10.2 million in  
 3 attorney's fees. *In re MyFord Touch Consumer Litig.*, 2019 WL 6877477, at \*1.

4 By comparison, Class Counsel is seeking a little more than half of the amount  
 5 awarded to *MyFord Touch*'s counsel in fees and costs for a Settlement that locks in  
 6 **\$77.4 million**—or more than four times the guaranteed amount in *MyFordTouch*—in  
 7 payments to Class Members. By comparison to other successful major litigation  
 8 involving alleged automotive defects, Class Counsel has litigated the matter efficiently,  
 9 incurring a reasonable number of hours. This figure is not excessive and does not  
 10 reflect duplicative or unnecessary work. Indeed, courts should defer to successful  
 11 counsel's judgment as to how much work was needed to succeed:

12 [L]awyers are not likely to spend unnecessary time on  
 13 contingency fee cases in the hope of inflating their fees. The  
 14 payoff is too uncertain as to both the result and the amount  
 15 in fee... By and large, the court should defer to the winning  
 16 lawyer's professional judgment as to how much time he was  
 17 required to spend on the case; after all he won and might not  
 18 have, had he been more of a slacker.

19 *Moreno*, 534 F.3d at 1112. Accordingly, the time devoted by Class Counsel in  
 20 prosecuting their case is reasonable and should be approved.

## 2. The Hourly Rates are Reasonable

21 Class Counsel's hourly rates, which range from \$245 for associates to \$745 for  
 22 very senior attorneys and partners, are also reasonable. (*See* Wu Fee Decl. ¶ 6; Paul Fee  
 23 Decl. ¶ 4.) Counsel are entitled to their requested hourly rates if those rates are within  
 24 the range of rates charged by and awarded to attorneys of comparable experience,  
 25 reputation, and ability for similar work, *i.e.*, complex class action litigation. *Children's*  
 26 *Hospital and Med. Center v. Bonta*, 97 Cal. 4th 740, 783 (2002) (affirming rates that  
 27 were "within the range of reasonable rates charged by, judicially awarded to,  
 28 comparable attorneys for comparable work"). Prior judicial orders are probative  
 evidence of market rates. *See Margolin v. Regional Planning Com.*, 134 Cal. App. 3d

1 999, 1005 (1982) (rejecting the defendant’s attacks on prior court orders and deeming  
2 such orders to be highly probative of rates).

3 Class Counsel’s rates are wholly consistent with rates approved by courts in this  
4 district for major consumer class actions.<sup>9</sup> *See Chambers v. Whirlpool Corp.*, 214 F.  
5 Supp. 3d 877, 899 (C.D. Cal. 2016) (approving rates of \$485 to \$750 for consumer  
6 class action attorneys on a contested fee motion); *Etter v. Thetford Corporation*, No.  
7 13-00081-JLS, 2017 WL 1433312 (C.D. Cal. Apr. 14, 2017) (approving \$275 to \$775  
8 for attorneys on a contested fee motion); *Bravo v. Gale Triangle, Inc.*, No. 16-03347  
9 BRO, 2017 WL 708766, at \*17 (C.D. Cal. Feb. 16, 2017) (approving rates between  
10 \$350 and \$700).

11 Lead Class Counsel Capstone Law APC’s (“Capstone”) rates—including most  
12 of the billing attorneys here—have specifically been approved by California district  
13 courts in approving settlements involving automotive defects. *See, e.g., Falco v. Nissan*  
14 *N.A.*, No. 13-00686-DDP (C.D. Cal. July 16, 2018), ECF No. 341, at 7 (approving fees  
15 based on requested rates of \$595-\$725 for partners and senior attorneys, and \$295-  
16 \$525 for associates); *MacDonald v. Ford Motor Co.*, No. 13-02988-JST, 2016 WL  
17 3055643, \*9 (May 31, 2016) (specifically approving rates of \$370 to \$695 for many of  
18

19 <sup>9</sup> The rates are also consistent with courts in this circuit. *See also Prison Legal*  
20 *News v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir. 2010) (district court did not  
21 abuse its discretion in awarding 2008 hourly rates for Bay Area attorneys of up to \$875  
22 for a partner, and \$700 for an attorney with 23 years of experience); *Gutierrez v. Wells*  
23 *Fargo Bank, N.A.*, No. 07-cv-05923-WHA, 2015 U.S. Dist. LEXIS 67298, at \*14-15  
24 (N.D. Cal. May 21, 2015) (declining to reduce rates that ranged for \$475-\$975 for  
25 partners, \$300-\$490 for associates, as “counsel waited patiently for payment for several  
26 years” and “many of the claimed rates were comparable to those in our geographic  
27 region for the skill and experience involved”); *In re Toyota Motor Corp. Unintended*  
28 *Acceleration Litig.*, 2013 U.S. Dist. LEXIS 123298, at \*309 n.13 (“The hourly rates of  
class counsel range from \$150 to \$950. Class counsel’s experience, reputation, and  
skill, as well as the complexity of this case, justify these hourly rates.”); *Kearney v.*  
*Hyundai Motor Am.*, No. 09-1298, 2013 U.S. Dist. LEXIS 91636 (C.D. Cal. June 28,  
2013) (approving hourly rates of \$650-\$800 for senior attorneys in consumer class  
action); *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160, 1172 (C.D. Cal.  
2010) (approving hourly rates between \$445 and \$675).



1 the same attorneys as here on a contested catalyst motion); *Klee v. Nissan N. Am., Inc.*,  
 2 2015 U.S. Dist. LEXIS 88270, \*38 (C.D. Cal. July 7, 2015) (approving rates for  
 3 Capstone attorneys in an automotive defect case); *Asghari v. Volkswagen Grp. Of*  
 4 *America*, No. 13-02529-MMM, 2015 WL 12732462 (May 29, 2015) (same); *Aarons v.*  
 5 *BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, \*40-41  
 6 (C.D. Cal. Apr. 29, 2014) (same).

7 In *Falco*, Judge Pregerson not only approved the requested fees based on  
 8 Capstone's rates, but approved the billing rates requested by co-counsel Baron & Budd,  
 9 P.C., ranging from \$600-895 for partners and senior attorneys, and \$395-550 for  
 10 associates. Baron & Budd, which is involved in a number of high-stakes consumer  
 11 class actions out of its Los Angeles office, is a comparable firm to Capstone for the  
 12 purposes of billing rates. And in *Aarons*, the district court approved the rates of Baron  
 13 & Budd (rates ranging from \$775 for the requested partner to \$390-630 for non-  
 14 partners) and other comparable plaintiffs'-side firms such as Wasserman, Comden,  
 15 Casselman, & Essensten (rates ranging from \$670-750 for partners and \$300-500 for  
 16 associates), and Blood Hurst & O'Reardon (\$510-695 for partners). *Id.*

17 Berger & Montague is regularly named one of the top plaintiff's-side firms by  
 18 *The National Law Journal* and was lead counsel in major consumer class actions,  
 19 including on data-breach and automotive defects. (See Paul Fee Decl., ¶¶ 5-11.)  
 20 Berger's rates are consistent with rates approved in the above-cited cases from this  
 21 district. Berger's rates were also approved in other automotive class actions. *See*  
 22 *Batista v. Nissan North America, Inc.*, No. 1:14-cv-24728 (S.D. Fla. June 29, 2017),  
 23 ECF No. 191 (awarded requested fees to co-class counsel Berger & Montague); *Davis*  
 24 *v. General Motors LLC*, No. 8:17-cv-2431 (M.D. Fla. 2017) (as co-lead counsel,  
 25 obtained settlement alleging defects in Cadillac SRX headlights allowing for headlight  
 26 replacement and expense reimbursement); *In re Volkswagen and Audi Warranty*  
 27 *Extension Litig.*, 89 F. Supp. 3d 155, 166-171 (D. Mass. 2015) (awarded requested fees  
 28 as lead counsel in major automotive defect case); *Yaeger v. Subaru of Am., Inc.*, No.

1 11-4490-JBS, 2016 WL 4547126, \*9 (D.N.J. Aug. 31, 2016) (awarding requested fees  
 2 following class action settlement resolving allegations of an oil consumption defect);  
 3 *Eagen v. Am. Honda Motor Co.*, No. 12-01377-SI, 2014 WL 12643322, at \*4 (N.D.  
 4 Cal. Mar. 27, 2014) (awarding requested fees to, among other firms, Berger &  
 5 Montague for settlement providing warranty extension and reimbursement of out-of-  
 6 pocket expenses relating an Engine Fire defect). (Paul Fee Decl. ¶¶ 12-13.)

7 Finally, under settled law, Counsel are entitled to receive their current hourly  
 8 rates as compensation for the delay in payment. *See Missouri v. Jenkins*, 491 U.S. 274  
 9 (1989) (“an appropriate adjustment for delay in payment—whether by the application  
 10 of current rather than historic hourly rates or otherwise is within the contemplation of  
 11 the statute.”); *Gates v. Deukmejian*, 987 F.2d 1392, 1406 (9th Cir. 1992) (recognizing  
 12 “that district courts have the discretion to compensate prevailing parties for any delay  
 13 in the receipt of fees by awarding fees at current rather than historic rates in order to  
 14 adjust for inflation and loss of the use funds.”). In *Missouri*, the fees were paid several  
 15 years after the services were rendered, and the Court found that receiving fees years  
 16 later that were calculated on the hourly rates in effect at the time the services were  
 17 rendered would not be equivalent to receiving fees paid reasonably promptly as the  
 18 legal services were performed, as would be the case with private billings.

19 Lead Class Counsel had adjusted their rates by a very modest amount—under  
 20 10% over three years—to account for increased experience, inflation, and changes in  
 21 the legal market.<sup>10</sup> (Wu Fee Decl. ¶ 6.) These rates remain within the range of

22  
 23 <sup>10</sup> Furthermore, while the currently requested rates reflect an increase from  
 24 Class Counsel’s 2017 rates, such an increase is justified by comparable increases in  
 25 the market. *See Coles v. City of Oakland*, No. C03–2961 THE, 2007 WL 39304, \*7  
 26 (N.D.Cal. Jan. 4, 2007) (rejecting defendants’ argument that rate increases should  
 27 not surpass the rate of inflation and stating “the focus of the rate analysis is to  
 28 ensure that fees are awarded at ‘prevailing market rates in the relevant community,’  
 and such rates may be affected by factors other than inflation, such as attorneys’  
 additional years of experience or changes in the legal market”) (quoting *Blum v.*  
*Stenson*, 465 U.S. 886, 895 (1984)); *Parker v. Vulcan Materials Co. Long Term*  
*Disability Plan*, No. 07–1512-ABC, 2012 WL 843623, \*7 (C.D. Cal. Feb. 16, 2012)  
 (approving as reasonable an approximate 10 percent increase between 2011 rates

comparable attorneys in class actions. In an exercise of billing discretion, Class Counsel have sought their post-August 21, 2017 time under current rates, while maintaining the identical lodestar figure—meaning that Plaintiffs are resubmitting the same hours and historical rates—for the pre-August 21, 2017 time. (*Id.*) In other words, while Class Counsel would be entitled to adjust all of their hours expended in this action to be billed at current rates, to be conservative, they have simply resubmitted the original approved lodestar for the pre-August 21, 2017 time while submitting the post-August 21, 2017 time under the current rates.

In short, Class Counsel’s hourly rates are within the range of hourly rates charged by comparable attorneys and approved by multiple jurisdictions, including by courts in the Central District of California. The requested rates should be approved.

### **3. The Requested Fees Are Reasonable Because It Requires the Application of a Negative Multiplier**

The requested fees will represent a negative multiplier of 0.80 on Class Counsel’s lodestar of \$10,541,276.65. Courts have repeatedly stated that negative multipliers, where the “resulting multiplier of less than one, (sometimes called a negative multiplier)[,] suggests that the negotiated fee award is a reasonable and fair valuation of the services rendered to the class by class counsel.” *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 854 (N.D. Cal. 2010). “[C]ourts view self-reduced fees” representing a negative multiplier on the lodestar “favorably.” *MyFord Touch*, 2019 WL 1411510, at \*7 (quoting *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673, 690 (N.D. Cal. 2016)).

Here, the substantial negative multiplier further supports the reasonableness of

and 2012 rates and because “[i]t is common practice for attorneys to periodically increase their rates for various reasons, such as to account for expertise gained over time, or to keep up with the increasing cost of maintaining a practice”); *LaPeter v. Canada Life Ins. Co. of Am.*, No. 06–121–S–BLW, 2009 WL 1313336 \*3 (D.Idaho May 11, 2009) (“It is typical for rates to increase on a yearly basis and, also, for associates’ and paralegals’ rates to increase as they gain more experience.”).

1 this request. Indeed, the Court previously awarded a positive multiplier of 1.22 for  
 2 Class Counsel’s work on this case. This is because Plaintiffs’ work meets the criteria  
 3 for a lodestar enhancement, which evaluates (1) the results achieved and the awards  
 4 made in similar cases; (2) the existence of contingent risk; (3) the complexity of the  
 5 case; and (4) the expected future work. *See Vizcaino v. Microsoft Corp.*, 290 F.3d  
 6 1043, 1048-50 (9th Cir. 2002); *accord In re Consumer Privacy Cases*, 175 Cal. App.  
 7 4th 545, 551 (2009). Based on the factors below, a multiplier of 2.0 (or higher) for  
 8 Class Counsel would be justified. *See, e.g., MacDonald*, 2016 WL 3055643, at \*10  
 9 (applying a 2.0 multiplier for contingent risk and results achieved to Lead Class  
 10 Counsel on a contested catalyst fee motion).<sup>11</sup>

### 11 **1. The Success Achieved Merits a Positive Multiplier**

12 “The most important factor is the results achieved for the class. Outstanding  
 13 results merit a higher fee.” *In re Cathode Ray Tube (CRT) Antitrust Litig.*, MDL No.  
 14 1917, 2016 U.S. Dist. LEXIS 102408, at \*62-63 (N.D. Cal. Aug. 3, 2016) (citing *In re*  
 15 *Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008)). The overall  
 16 value of the Amended Settlement—in excess of \$100 million with \$77.4 million  
 17 locked-in—is exceptional and would merit a positive multiplier, if one was requested.

18 In automobile defect cases, courts frequently evaluate the success achieved by  
 19 valuing the benefit conferred to the Class. *See In re Volkswagen & Audi Warranty*  
 20 *Extension Litig.*, 89 F. Supp. 3d 155, 171 (D. Mass. 2015) (valuing benefits conferred  
 21 at \$101,148,498, including over \$18 million for repairs and \$8 million for  
 22

23 <sup>11</sup> A multiplier of 2.0 or above is frequently applied. *See Van Vranken v. Atlantic*  
 24 *Richfield Co.*, 901 F. Supp. 294, 298 (N.D. Cal. 1995) (stating the existence of a “3-4  
 25 range [of] common” multipliers for sophisticated class actions); *Steiner v. American*  
 26 *Broad. Co.*, 248 Fed. Appx. 780, 783 (9th Cir. 2007) (affirming fee award where the  
 27 lodestar multiplier was 3.65). *See also, Graham*, 34 Cal. 4th at 581 (affirming a 2.25  
 28 multiplier for work on the merits); *Sutter Health Uninsured Pricing Cases*, 171 Cal.  
 App. 4th 495, 512 (2009) (applying a 2.52 multiplier in an antitrust class action);  
*Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (applying a 2.5 multiplier in a  
 consumer class action).

1 reimbursements, along with over \$73 million for the extended warranty based on “the  
 2 price a class member would have paid for such a service absent settlement.”); *Trew v.*  
 3 *Volvo Cars of N. Am., LLC*, No. S-05-1379-RRB, 2007 U.S. Dist. LEXIS 55305, at  
 4 \*15 (S.D. Cal. July 31, 2007) (valuing the settlement benefit of replacing a throttle  
 5 module at \$24 million based on part replacement costs and applying a percentage  
 6 method to determine fees); *Alin v. Honda Motor Co.*, No. 08-4825, 2012 WL 8751045,  
 7 at \*19 (D.N.J. Apr. 13, 2012) (valuing the settlement benefit at over \$38 million based  
 8 on replacement costs of item for all class vehicles covered by the warranty).<sup>12</sup>

9 Because the value of these settlement cannot be valued with precision, these  
 10 Courts relied on a valuation of the warranty or other projections to ascertain the success  
 11 achieved in the case. While there is nothing wrong with that approach for settlements  
 12 with uncapped claims or warranty extensions, the hard numbers here require no  
 13 extrapolation or valuation. The Amended Settlement will deliver at least \$77.4 million  
 14 to the Class, which includes the \$47.4 million already paid for Repurchase claims and  
 15 the \$30 million minimum guarantee for the cash payments. Thus, while Plaintiffs  
 16 cannot predict the upper bound of the Amended Settlement value, given that the relief  
 17 here is also uncapped and will be available for years, that this Settlement guarantees  
 18 \$77.4 million in hard cash to Class Members makes it superior to comparable  
 19 settlements. (See Ex. 3 in support of the Renewed Motion for Final Approval.)

20 In sum, Class Counsel’s fee request of \$8,474,031.63 represents a tiny  
 21 percentage of the benefits conferred. Given the success achieved in this litigation, a  
 22 positive multiplier would be warranted. See *In re: Volkswagen and Audi Warranty*  
 23 *Extension Litig.*, 89 F. Supp. 3d at 171 (\$15,468,000 in attorneys’ fees costs awarded,  
 24

25 <sup>12</sup> See also *In re Toyota Motor Corp.*, No. 8:10ML-02151-JVS, 2013 U.S. Dist.  
 26 LEXIS 94485, at \*211 (C.D. Cal. June 17, 2013) (valuing the relief involving the  
 27 installation of a break override system at \$400 million); *O’Keefe v. Mercedes-Benz*  
 28 *United States, LLC*, 214 F.R.D. 266, 305-307 (E.D. Pa. 2003) (valuing extended  
 warranty coverage at approximately \$20 million and applying a percentage method to  
 determine fees).



1 awarding a 2.0 multiplier); *Warner v. Toyota*, No. 15-02171-FMO, at \*22-25  
 2 (awarding \$ 9,750,000 in requested fees in an automotive defect settlement and  
 3 awarding a 2.9 multiplier). Given this, a fee request that results in the application  
 4 negative multiplier is undoubtedly reasonable and should be approved.

## 5 **2. The Contingent Risk and Complexity of the Case Support A** 6 **Positive Multiplier**

7 As discussed in Plaintiffs' prior motion, enhancement for contingent risk is  
 8 warranted. A risk multiplier is commonly awarded under California law. See *Graham*  
 9 *v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 580 (2014) (explaining California's policy  
 10 of adjusting the lodestar upward to account for contingent risk). And the *Hyundai* en  
 11 banc court recently affirmed a 1.55 multiplier to class counsel who first filed the action  
 12 to account for the risk of litigation—in a suit where the contingent risk is *not*  
 13 particularly high because the issue was already being investigated by federal agencies.  
 14 *Hyundai*, 926 F.3d at 572; *see also Fischel v. Equitable Life Assur. Society of U.S.*, 307  
 15 F.3d 997, 1008 (9th Cir. 2002) (finding that a court abused its discretion in not  
 16 awarding a risk multiplier for high contingency risk).

17 Here, the Court is well aware of the publicity and high interest in the alleged  
 18 Transmission problems identified in this lawsuit. The *Vargas* action was, as far  
 19 Plaintiffs are aware, the first action filed against Ford regarding the Transmission. As  
 20 this action involves over a million Class Vehicles, it has already consumed a significant  
 21 amount of attorneys' time and Court resources. Had litigation continued, Class Counsel  
 22 would not only expend additional attorneys' hours, but they would have to advance  
 23 substantial expert fees at considerable risk.

24 Here, the risk is particularly high since there is a distinct possibility that Ford  
 25 would prevail on summary judgment regarding the consumer fraud claims, given the  
 26 Court's ruling in the *Ford DPS6 MDL. Pedente v. Ford Motor Co.*, No. 18-ML-2814-  
 27 AB (C.D. Cal. Oct. 29, 2019), ECF No. 605., at 5-12. To be sure, Plaintiffs' consumer  
 28 fraud allegations are not entirely co-extensive with that of the MDL plaintiffs, and

1 Plaintiffs may well be able to marshal evidence in a more persuasive way. However,  
 2 the Court's findings demonstrate the high risk of proceeding.<sup>13</sup>

3 These risks are not theoretical. In another action against Ford where plaintiff was  
 4 represented by Lead Class Counsel, summary judgment was recently affirmed by the  
 5 circuit court after years of litigation in favor of defendant, underscoring the high  
 6 contingent risk borne by plaintiffs' counsel in large-scale class actions. *See Coba v.*  
 7 *Ford Motor Co.*, 932 F.3d 114 (3d Cir. 2019) (affirming summary judgment in favor of  
 8 Ford on consumer law and warranty claims); *see also Daniel v. Ford Motor Co.*, No.  
 9 11-02890-WBS, 2018 U.S. Dist. LEXIS 70545, at \*18 (E.D. Cal. Apr. 25, 2018)  
 10 (plaintiffs lost after 11-day jury trial and 7 years of litigation, with \$74,551.48 in costs  
 11 taxed against them). In *Coba*, Lead Class Counsel advanced over a million dollars in  
 12 lodestar and several hundred thousand in expert witness costs, with nothing to show for  
 13 it. For this type of high contingent risk, courts have applied a multiplier of 1.5 or more  
 14 to account for the "return expected by lawyers." *Fadhl v. City and County of San*  
 15 *Francisco*, 859 F.3d 649, 650 (9th Cir. 1988) (awarding a 2.0 multiplier); *Chambers*,  
 16 214 F. Supp. 3d at 904 (applying a 1.68 multiplier on a contested fee motion).

17 The fees are also reasonable given the "novelty and difficulty of the questions  
 18 involved, and the skill displayed in presenting them." *Serrano III*, 20 Cal. 3d at 49.  
 19 (finding that this existence of this factor justifies a multiplier to the lodestar). There is  
 20 little question that this action presented both novel and difficult questions of law. In  
 21 investigating and prosecuting this action, Class Counsel was required to understand the  
 22 advanced technology at issue, defeat a motion to dismiss, and fashion a sophisticated  
 23 and unique settlement that addressed a range of harms. (Wu Fee Decl. ¶ 28.) Class  
 24 Counsel had to research the lemon laws of all fifty states to design a program that is  
 25 broadly beneficial to Class Members. (*Id.*) This action also presented sophisticated  
 26 issues regarding class action settlement approval that was presented to the circuit court.

27 <sup>13</sup> As set forth in the Renewed Motion for Final Approval, Plaintiffs bear  
 28 substantial certification risk as well. (*See Ren. Mot. for Fin. Appr.* at 32-33.)

1 Class Counsel’s skill, particularly in creating the Settlement, managing the  
 2 Settlement process, and participating in the multi-lateral negotiations following the  
 3 appeal, also supports a positive multiplier, had one been requested.

4 **3. The Substantial Future Work for Class Counsel Arising From**  
 5 **the Settlement Also Support a**

6 Finally, Class Counsel negotiated an unusually lengthy claims’ period for both  
 7 the cash payments (running up to October 21, 2024) and the Repurchase claims (up to  
 8 6 years of delivery to the first owner, which means that claims can be submitted until  
 9 2023). (*See* Ex. 3 to Ren. Mot. Fin. App. [claims period comparison].) This was  
 10 entirely for the benefit of Class Members, and results in additional services that must  
 11 be provided well after the attorneys’ fees have been recovered.

12 Class Counsel already expended over seven thousand hours since August 12,  
 13 2017 to serve Class Members. (Wu Fee Decl. ¶¶ 3, 6.) An overwhelming number of  
 14 correspondence and calls met Class Counsel after the initial class notice was sent. (*Id.*)  
 15 Throughout the settlement period, Class Counsel has had to handle a steady stream of  
 16 Class Members inquiries—roughly several hundred in a typical week—underscoring  
 17 the high interest in this settlement. (*Id.*) Class Counsel is preparing for another wave of  
 18 Class Member contacts immediately following the mailing of an information notice, to  
 19 be mailed to all Class Members, as provided under the Amendment. Thus, Class  
 20 Counsel has already reserved several thousand hours for continued services to the Class  
 21 over the next two years. Had Class Counsel requested a positive multiplier, it would be  
 22 deserved to account for the years of additional uncompensated future work on this case.  
 23 *See Browne v. Am. Honda Motor Co.*, No. 09-06750 MMM, 2010 WL 9499073, at \*11  
 24 (C.D. Cal. Oct. 5, 2010) (approving a 1.5 multiplier in part on future “work with class  
 25 members as they seek reimbursement under the settlement over the coming months”).

26 A fee request that results in a negative multiplier, therefore, is clearly reasonable.

27 **D. The Requested Fees Is Reasonable Under the Percentage Method**

28 When a settlement cannot be measured with precision, the Court need not cross-



1 check the lodestar by the percentage period. *See Hyundai*, 926 F.3d at 571 (“[W]e do  
 2 not require courts employing the lodestar method to perform a ‘crosscheck’ using the  
 3 percentage method.”). Here, given that the benefits are uncapped, the Amended  
 4 Settlement cannot be calculated with precision.<sup>14</sup> However, for non-common fund  
 5 settlements, courts may consider using a “constructive common fund,” which  
 6 essentially measures the defendant’s total payout. *See Bluetooth*, 654 F.3d at 943  
 7 (describing the constructive common fund approach without endorsing its application  
 8 for settlements that are not easily monetized). A constructive common fund approach  
 9 was used by the court in *MyFord Touch*, which has a similarly uncapped structure but  
 10 also a minimum guarantee. *See In re MyFord Touch Consumer Litig.*, 2019 WL  
 11 6877477, at \*1. In that case, the court determined that the “\$10,199,464.94 represent  
 12 approximately 31% of the estimated \$33 million that Ford will pay in settling this case  
 13 (\$17 million settlement fund + \$16 million fees and costs); while slightly high, that  
 14 percentage is not so excessive relative to the 25% benchmark in the Ninth Circuit.” *Id.*

15 Here, Plaintiffs’ fee request is reasonable under the percentage method—and its  
 16 reasonableness is particularly striking in comparison to *MyFord Touch*. Under the  
 17 constructive common fund approach, Ford’s entire payout, which includes attorneys’  
 18 fees, claims administration, notice, would be included in the fund (as they would be in  
 19 a common fund). *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 953 (9th  
 20 Cir. 2015) (holding that fees should be measured as a percentage of the overall benefits  
 21 to the class, which includes the costs of claims administration and notice). While the  
 22 administration costs are continuing to accrue and the Repurchase claims are likely to  
 23  
 24

25 <sup>14</sup> A cross-check is also not needed when the request reflects a negative  
 26 multiplier in the range Plaintiffs’ seek. *See In re Dynamic Random Access Memory*  
 27 *(DRAM) Antitrust Litig.*, MDL No. 1486, No. 06-cv-4333-PJH, 2013 U.S. Dist. LEXIS  
 28 190974, at \*129-134 (N.D. Cal. Nov. 5, 2013) (“Counsel’s lodestar at current hourly  
 rates, or ‘negative’ multipliers of approximately .82 and .71 respectively. This  
 calculation alone is virtually sufficient to satisfy the cross-check requirement.”).

1 exceed \$47.4 million by a substantial margin, neither can be measured with precision.<sup>15</sup>

2 Thus, Plaintiffs will limit the percentage analysis to the total of ascertainable  
3 amount of this settlement. This means that the fees should be measured by \$47.4  
4 million in benefits already paid, the \$30 million guaranteed minimum established by  
5 the Amendment, and the \$8.85 million in attorneys' fees and costs. Taking this amount  
6 together (which is the same calculation method used in *MyFord Touch*), the fee and  
7 costs request represents **10%** of the **\$86.25** million in ascertainable benefits. Compared  
8 to *MyFord Touch*, which awarded fees and costs representing 31% of the ascertainable  
9 benefits, the fee request is eminently reasonable. Indeed, the fee request is well under  
10 the 25% "benchmark" award for attorney fees. *Hyundai*, 926 F.3d at 570.

11 Even under the most conservative calculation—measuring the fee request as a  
12 percentage of the payments received by Class Members—the fee request would  
13 represent 17.8% of the already-paid \$47.4 million in benefits, which is well below 25%  
14 benchmark. The fee request is reasonable by any measure and should be approved.

#### 15 **E. The Expenses Advanced by Class Counsel Should be Reimbursed**

16 For litigation expenses, the rule is that prevailing parties may recover, as part of  
17 statutory attorneys' fees, "litigation expenses...when it is 'the prevailing practice in the  
18 given community' for lawyers to bill those costs separate from their hourly rates." *Trs.*  
19 *of the Constr. Indus. and Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460  
20 F.3d 1253, 1258 (9th Cir. 2006) (citation omitted). Attorneys are reimbursed for out-of-  
21 pocket expenses "such as '1) meals, hotels, and transportation; 2) photocopies; 3)  
22 postage, telephone, and fax; 4) filing fees; 5) messenger and overnight delivery; 6)  
23 online legal research; 7) class action notices; 8) experts, consultants, and investigators;

24  
25 <sup>15</sup> The Amended Settlement comes with hefty costs for claims administration.  
26 Aside from the mailing of over 2 million class notices and the maintenance of the  
27 website, Ford is obligated to pay for the arbitration administration, arbitration fees,  
28 attorney's fees for prevailing claimants, and even fees for former objectors. These costs  
are continuing to accrue, they cannot be accurately determined. These costs, however,  
will certainly exceed \$3 million.

1 and 9) mediation fees.’” *Johnson v. General Mills, Inc.*, No. 10-00061-CJC, 2013 U.S.  
 2 Dist. LEXIS 90338, \*20-\*21 (C.D. Cal. June 17, 2013) (quoting *In re Immune*  
 3 *Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177 (S.D. Cal. 2007) (both courts  
 4 awarding the requested expenses, including for expert witnesses, mediation,  
 5 photocopying and computerized research).

6 Here, Class Counsel have expended \$382,468.37 in costs and expenses that  
 7 would typically be billed to a paying client. The costs are documented in Counsels’  
 8 respective declarations. (Wu Fee Decl ¶ 29; Paul Fee Decl. ¶ 14.) As before, the  
 9 expenses Class Counsel advanced on behalf of the Class should be reimbursed.

10 **F. Service Payments From \$1000 to \$10,000 Should be Awarded to**  
 11 **Each of the Named Plaintiffs**

12 The Court had previously awarded the requested service awards, and no Class  
 13 Member has taken issue with the award. (ECF No. 186.) The awards were also not the  
 14 subject of the appeal, so there is no reason to revisit this Court’s prior finding. In an  
 15 abundance of caution, Plaintiffs re-submit their case for their service awards.

16 Payment of a service award to the putative class representative is routinely  
 17 awarded as compensation for named Plaintiff’s undertaking the risk and expense of  
 18 litigation to advance the class’ interests. *See Rodriguez v. W. Pub. Corp.*, 563 F.3d 948,  
 19 958-59 (9th Cir. 2009). In light of the valuable benefits conferred to Class Members,  
 20 the sum of \$10,000 to Plaintiff Omar Vargas, \$7,500 each to Plaintiffs Michelle Harris,  
 21 Sharon Heberling, and Robert Bertone, \$5,000 to each of the Class Representatives in  
 22 the *Klipfel* and *Cusick* actions,<sup>16</sup> and \$1,000 to each Class Representative in the

23  
 24 <sup>16</sup> The Class Representatives in *Klipfel* are Andrea and Kevin Klipfel. The Class  
 25 Representatives in the *Cusick* action are: Joshua Bruno, Maureen Cusick, Eric Dufour,  
 26 Abigail Fisher, Christi Groshong, Virginia Otte, Tonya Patze, Jamie Porterfield, Jason  
 27 Porterfield, Lindsay Schmidt, Patricia Schwenker and Patricia Soltesiz. Each of these  
 28 Class Representatives fulfilled his or her duties as Class Representative, and deserves a  
 \$5,000 service award. (Wu Decl. ¶¶ 30-35; Paul Decl. ¶ 15.) Furthermore, the  
*Anderson* action will be resolved by this Settlement, and the 46 Class Representatives  
 in that case deserve the modest \$1,000, each, for aiding with the investigation and

1 *Anderson* action are modest and well within the range of service awards that have been  
2 approved in similar cases.<sup>17</sup>

3 Plaintiffs are entitled to class representative payments for their time and effort to  
4 support a case in which they had a modest personal interest, but which provided  
5 considerable benefits to Class Members—a commitment undertaken without any  
6 guarantee of recompense. Each Plaintiff provided documents to, and consulted with,  
7 Counsel about the claims in this case and assisted throughout the course of the  
8 litigation. Plaintiffs reviewed the allegations, kept in constant contact with Class  
9 Counsel regarding the status of the case, and responded to inquiries regarding Ford and  
10 Ford dealers' efforts to remedy the problems Plaintiffs experienced. They helped Class  
11 Counsel prepare responsive papers, including the Response to Objections. (ECF No.  
12 180.) Plaintiffs have also stayed abreast of Settlement negotiations, reviewed the  
13 Settlement terms, and approved both the Settlement and Amended Settlement on behalf  
14 of the Class. (Wu Fee Decl. ¶¶ 7-18.)

15 Furthermore, enhanced services awards for Plaintiffs Vargas, Harris, Heberling,  
16 and Bertone are merited. Plaintiff Vargas initiated this action in 2012, was deposed,  
17 and has been consistently involved in this litigation since its inception, while Plaintiffs  
18 Harris, Heberling, and Bertone provided their vehicles for inspection, responded to  
19 discovery, produced documents, and sat for depositions. (Wu Decl. ¶ 30-35.) Their  
20 requests are consistent with other service awards in automotive defect class actions.  
21 *See, e.g., See In re Toyota Motor Corp.*, No. 8:10-ML 02151-JVS (FMOx), 2013 U.S.  
22 Dist. LEXIS 94485, at \*231 (C.D. Cal. June 17, 2013) (approving incentive awards  
23 greater than \$10,000); *Dewey v. Volkswagen of Am.*, 909 F. Supp. 2d 373, 395 (D.N.J.

24 reviewing documents.

25 <sup>17</sup> Courts frequently approve different amounts of service awards to different  
26 named plaintiffs, based on each plaintiff's contributions to the case. *See Hartless v.*  
27 *Clorox Co.*, 273 F.R.D. 630, 646-47 (S.D. Cal. 2011) (approving an award of \$4,000  
28 for one named plaintiff and \$2,000 for another who participated for a shorter time);  
*Stevens v. Safeway, Inc.*, No. 05-01988, 2008 U.S. Dist. LEXIS 17119, \*\*34-37 (C.D.  
Cal. Feb. 25, 2008) (\$20,000 and \$10,000 to two class representatives).

1 2012) (approving \$10,000 incentive awards to class representatives); *Seifi v. Mercedes-*  
2 *Benz USA, LLC*, No. 12-CV-05493-TEH, 2015 WL 12952902, at \*3 (N.D. Cal. Aug.  
3 18, 2015) (awarding incentive award of \$9,000 to named plaintiffs); *Keegan v. Am.*  
4 *Honda Motor Co, Inc.*, No. 10-09508-MMM, 2014 WL 12551213, at \*32 (C.D. Cal.  
5 Jan. 21, 2014) (awarding \$5000 incentive payments to multiple plaintiffs); *Vizzi v.*  
6 *Mitsubishi Motors N. Am., Inc.*, No. 08-00650-JVS, 2010 WL 11508375, at \*11 (C.D.  
7 Cal. Mar. 29, 2010) (“Because this case could not have proceeded without the  
8 participation of Vizzi, the Court grants him \$10,000”).

9 The amounts of the service awards are also appropriate by measuring them  
10 against the class recovery. *See In re Online-DVD Rental*, 779 F.3d at 947-948. *In*  
11 *Online-DVD Rental*, the court held that total incentive awards of all class  
12 representatives represent only .17% of the overall settlement, which is reasonable. *Id.* at  
13 948. Here, all of the class representative service awards together add up to \$143,400  
14 total, which represents an even smaller 0.16% of the \$86.25 million ascertainable  
15 minimum. This figure is reasonable. And the court may evaluate whether service  
16 awards are reasonable by reference to the recovery of individual class members. *Id.* at  
17 947. Class Members here may and have recovered \$25,000 or more for their  
18 Repurchase claims, which eclipses the highest service award. That further supports the  
19 reasonableness of the service awards.

20 ///

1 **III. CONCLUSION**

2 For the foregoing reasons, Plaintiffs respectfully request that the Court grant  
3 Plaintiffs' motion and award reasonable attorneys' fees in the amount of  
4 \$8,474,031.63, reimbursable costs in the amount of \$382,468.37, and service payments  
5 ranging from \$1000 to \$10,000 for each of the named Plaintiffs.

6  
7 Dated: January 24, 2020

Respectfully submitted,

8  
9 By: /s/ Ryan H. Wu

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Attorneys for Plaintiffs and Class Members

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

OMAR VARGAS, ROBERT  
BERTONE, MICHELLE HARRIS, and  
SHARON HEBERLING individually,  
and on behalf of a class of similarly  
situated individuals,

Plaintiffs,

v.

FORD MOTOR COMPANY,  
Defendant.

Case No. CV12-08388 AB (FFMx)

**The Hon. André Birotte Jr.**

**DECLARATION OF RYAN H. WU IN  
SUPPORT OF PLAINTIFFS'  
RENEWED MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS**

Date: February 28, 2020  
Time: 10:00 a.m.  
Place: Courtroom 7B



**DECLARATION OF RYAN H. WU**

I, Ryan H. Wu, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. Unless the context indicates otherwise, I have personal knowledge of the facts stated in this declaration and, if called as a witness, I could and would testify competently thereto. I am a partner at Capstone Law APC (“Capstone”), one of the counsel of record for Plaintiffs in the above-captioned action (“Lead Class Counsel”). When the work performed reflects contributions from co-counsel Berger & Montague, I will refer to that work as being performed by “Class Counsel.” I make this declaration in support of Plaintiffs’ Renewed Motion for Attorneys’ Fees, Costs, and Service Awards.

2. The procedural history of this case and the Settlement’s benefits and settlement value are set forth in the Declaration of Ryan H. Wu in support of the Renewed Motion for Final Approval. As in that declaration, references to “Amended Settlement” or “Amended Settlement Agreement” shall comprise of both the Settlement Agreement attached as Exhibit 1 to that declaration and the Amendment attached as Exhibit 2 to that declaration. All capitalized terms shall have the same meaning as that in Exhibit 1, Exhibit 2, or as defined in my declaration supporting the Renewed Motion for Final Approval.

**HOURS EXPENDED BY CAPSTONE ATTORNEYS**

3. Not including write-offs, Capstone has expended 20,020.90 hours, amounting to \$9,761,801.50 in lodestar to prosecute this action and secure the benefits for the Class. These hours include the 12,459.5 hours, amounting to \$6,363,440.00 in lodestar, that was submitted on August 21, 2017 supporting the prior Motion for Attorneys’ Fees, Costs, and Service Awards, and which spanned the period from May 2012 to August 11, 2017. (ECF No. 146). The new total includes the 7,561.4 hours, or \$3,398,361.50, expended on this case since Capstone last reported their lodestar on August 21, 2017.

4. Capstone has reviewed billing entries describing tasks performed that



attorneys entered contemporaneously into Counsel's billing program (time not included in the hours submitted). Neither California law nor Ninth Circuit case law requires the submission of actual billing records; courts may award statutory fees based on declarations and summaries. Accordingly, Capstone prepared detailed time summaries to ease the Court's burden of reviewing the over 25,000 contemporaneously-entered time entries upon which the summaries were based. However, Capstone will provide the complete billing records upon the Court's request.

5. Capstone has voluntarily excluded over 2,000 hours, representing over \$1,000,000 in lodestar, from the lodestar submission in an exercise of billing discretion. The billable time that was written off includes training, certain legal research, certain class member contacts, and work done by multiple billing attorneys, among other things. Also in the exercise of billing discretion, Class Counsel has not submitted the time of Zimmerman Law Offices, P.C., also named as Class Counsel in the action. The bulk of the time spent by the Zimmerman firm is in the *Anderson* case, which will be dismissed following judgment in this case.

6. Following the review of the voluminous records, Capstone sorted the entries by task categories, summarizing those tasks for the Court's convenience. The hours incurred reflect Lead Class Counsel's exceptional efforts in surmounting a number of obstacles, including strong resistance from a well-financed opponent represented by highly experienced and skilled counsel, to secure an excellent Settlement for the Class:

#### LODESTAR SUMMARIES

May 2012 to August 11, 2017					
Lawyer	Title	CA Bar	Rate	Hours	Fees
Raul Perez	Partner	1994	\$725	99.1	\$71,847.50
Jordan Lurie	Fmr. Of Counsel	1987	\$725	1,398.9	\$1,014,202.50
Stephen H. Gamber	Fmr. Senior Counsel	1994	\$695	335.9	\$233,450.50
Robert Friedl	Senior Counsel	1988	\$695	212.7	\$147,826.50
Marquette Jones	Fmr. Attorney	1999	\$670	862.7	\$578,009.00

<b>May 2012 to August 11, 2017</b>					
<b>Lawyer</b>	<b>Title</b>	<b>CA Bar</b>	<b>Rate</b>	<b>Hours</b>	<b>Fees</b>
Ryan Wu	Senior Counsel	2002	\$595	533.4	\$317,373.00
Samara Weiner	Fmr. Attorney	2003	\$570	834.6	\$475,722.00
Tarek Zohdy	Attorney	2006	\$495	3,026.2	\$1,497,969.00
Jamie Greene	Partner	2007	\$470	68.4	\$32,148.00
Lucas Rogers	Fmr. Attorney	2008	\$445	1,608.2	\$715,649.00
Mao Shiokura	Attorney	2009	\$420	112.9	\$47,418.00
Karen Wallace	Fmr. Attorney	2010	\$395	1,116.3	\$440,938.50
Cody Padgett	Attorney	2011	\$370	900.9	\$333,333.00
Trisha Monesi	Attorney	2015	\$245	502.8	\$123,186.00
Contract Attorneys for Settlement Outreach			\$395	846.5	\$334,367.50
<b>Total</b>				<b>12,459.5</b>	<b>\$6,363,440.00</b>

<b>May 2012 to August 11, 2017</b>		
<b>Major Phases/Tasks of the Litigation</b>	<b>Hours</b>	<b>Fees</b>
Pleadings/Stipulations/Case Management	510.4	\$267,287.00
Legal and Factual Analysis of Claims	360.7	\$182,456.50
Discovery	3,065.8	\$1,479,471.00
Class Communications/Interviews/Intakes/Q&As	5,380.0	\$2,599,134.00
Pre-Settlement Motion Practice	181.0	\$111,869.50
Strategy Meetings	113.0	\$61,544.00
Mediation/Settlement Negotiations	651.6	\$414,697.50
Arbitration Component of Settlement	141.0	\$83,369.50
Drafting Settlement Agreement / Supervise Settlement Administration	1,214.4	\$676,366.50
Post-Settlement Motion Practice	272.9	\$161,470.50
Settlement and Lemon Law Legal Research	568.7	\$325,774.00
<b>Total</b>	<b>12,459.5</b>	<b>\$6,363,440.00</b>

<b>May 2012 to August 11, 2017</b>		
<b>Major Phases / Lawyers</b>	<b>Hours</b>	<b>Fees</b>
<b>Pleadings/Stipulations/Case Management</b>	<b>510.4</b>	<b>\$267,287.00</b>
Jordan Lurie (\$695)	137.3	\$99,542.50
Robert Friedl (\$695)	5.2	\$3,614.00
Tarek Zohdy (\$495)	193.9	\$95,980.50
Jamie Greene (\$470)	10.4	\$4,888.00
Lucas Rogers (\$445)	24.6	\$10,947.00

1	<b>May 2012 to August 11, 2017</b>		
2	<b>Major Phases / Lawyers</b>	<b>Hours</b>	<b>Fees</b>
3	Mao Shiokura (\$420)	36.9	\$15,498.00
4	Karen Wallace (\$395)	18.1	\$7,149.50
5	Cody Padgett (\$370)	72.7	\$26,899.00
6	Trisha Monesi (\$245)	11.3	\$2,768.50
7	<b>Legal and Factual Analysis of Claims</b>	<b>360.7</b>	<b>\$182,456.50</b>
8	Jordan Lurie (\$695)	81	\$58,725.00
9	Robert Friedl (\$695)	16.9	\$11,745.50
10	Ryan Wu (\$595)	18.7	\$11,126.50
11	Tarek Zohdy (\$495)	90.9	\$44,995.50
12	Lucas Rogers (\$445)	9.2	\$4,094.00
13	Mao Shiokura (\$420)	6.8	\$2,856.00
14	Karen Wallace (\$395)	20.5	\$8,097.50
15	Cody Padgett (\$370)	97.8	\$36,186.00
16	Trisha Monesi (\$245)	18.9	\$4,630.50
17	<b>Discovery</b>	<b>3065.8</b>	<b>\$1,479,471.00</b>
18	Jordan Lurie (\$695)	344.5	\$249,762.50
19	Robert Friedl (\$695)	86.1	\$59,839.50
20	Marquette Jones (\$670)	62.3	\$41,741.00
21	Samara Weiner (\$570)	9.5	\$5,415.00
22	Tarek Zohdy (\$495)	499.1	\$247,054.50
23	Lucas Rogers (\$445)	1294.1	\$575,874.50
24	Karen Wallace (\$395)	592.4	\$233,998.00
25	Cody Padgett (\$370)	177.8	\$65,786.00
26	<b>Class Communications/Interviews/Intakes/Q&amp;As</b>	<b>5380</b>	<b>\$2,599,134.00</b>
27	Raul Perez (\$725)	0.3	\$217.50
28	Jordan Lurie (\$695)	15.5	\$11,237.50
	Stephen H. Gamber (\$695)	335.9	\$233,450.50
	Marquette Jones (\$670)	668.5	\$447,895.00
	Ryan Wu (\$595)	48.2	\$28,679.00
	Samara Weiner (\$570)	317.5	\$180,975.00
	Tarek Zohdy (\$495)	1791.2	\$886,644.00
	Jamie Greene (\$470)	41.4	\$19,458.00
	Lucas Rogers (\$445)	280.3	\$124,733.50
	Mao Shiokura (\$420)	58.1	\$24,402.00
	Karen Wallace (\$395)	191.3	\$75,563.50
	Cody Padgett (\$370)	312.9	\$115,773.00
	Trisha Monesi (\$245)	472.4	\$115,738.00
	Contract Attorneys for Settlement Outreach	846.5	\$334,367.50

1	<b>May 2012 to August 11, 2017</b>		
2	<b>Major Phases / Lawyers</b>	<b>Hours</b>	<b>Fees</b>
3	<b>Pre-Settlement Motion Practice</b>	<b>181</b>	<b>\$111,869.50</b>
4	Jordan Lurie (\$695)	48.9	\$35,452.50
5	Robert Friedl (\$695)	73.1	\$50,804.50
6	Tarek Zohdy (\$495)	30	\$14,850.00
7	Karen Wallace (\$395)	1.3	\$513.50
8	Cody Padgett (\$370)	27.7	\$10,249.00
9	<b>Strategy Meetings</b>	<b>113</b>	<b>\$61,544.00</b>
10	Jordan Lurie (\$695)	24.3	\$17,617.50
11	Robert Friedl (\$695)	11.1	\$7,714.50
12	Tarek Zohdy (\$495)	60	\$29,700.00
13	Cody Padgett (\$370)	17.6	\$6,512.00
14	<b>Mediation/Settlement Negotiations</b>	<b>651.6</b>	<b>\$414,697.50</b>
15	Raul Perez (\$725)	75.7	\$54,882.50
16	Jordan Lurie (\$695)	320.4	\$232,290.00
17	Robert Friedl (\$695)	20.1	\$13,969.50
18	Ryan Wu (\$595)	22	\$13,090.00
19	Tarek Zohdy (\$495)	171.6	\$84,942.00
20	Karen Wallace (\$395)	2.3	\$908.50
21	Cody Padgett (\$370)	39.5	\$14,615.00
22	<b>Arbitration Component of Settlement</b>	<b>141</b>	<b>\$83,369.50</b>
23	Jordan Lurie (\$695)	36.4	\$26,390.00
24	Marquette Jones (\$670)	28.4	\$19,028.00
25	Ryan Wu (\$595)	8.8	\$5,236.00
26	Samara Weiner (\$570)	29.5	\$16,815.00
27	Tarek Zohdy (\$495)	13	\$6,435.00
28	Karen Wallace (\$395)	10.1	\$3,989.50
	Cody Padgett (\$370)	14.8	\$5,476.00
	<b>Drafting Settlement Agreement / Supervise Settlement</b>	<b>1214.4</b>	<b>\$676,366.50</b>
	Raul Perez (\$725)	17.3	\$12,542.50
	Jordan Lurie (\$695)	319.4	\$231,565.00
	Marquette Jones (\$670)	13.5	\$9,045.00
	Ryan Wu (\$595)	333.9	\$198,670.50
	Tarek Zohdy (\$495)	164.3	\$81,328.50
	Jamie Greene (\$470)	16.6	\$7,802.00
	Mao Shiokura (\$420)	11.1	\$4,662.00
	Karen Wallace (\$395)	224.2	\$88,559.00
	Cody Padgett (\$370)	113.9	\$42,143.00
	Trisha Monesi (\$245)	0.2	\$49.00

May 2012 to August 11, 2017		
Major Phases / Lawyers	Hours	Fees
<b>Post Settlement Motion Practice</b>	<b>272.9</b>	<b>\$161,470.50</b>
Raul Perez (\$725)	5.8	\$4,205.00
Jordan Lurie (\$695)	71.2	\$51,620.00
Robert Friedl (\$695)	0.2	\$139.00
Ryan Wu (\$595)	99.6	\$59,262.00
Samara Weiner (\$570)	44	\$25,080.00
Tarek Zohdy (\$495)	12.2	\$6,039.00
Karen Wallace (\$395)	14.5	\$5,727.50
Cody Padgett (\$370)	25.4	\$9,398.00
<b>Settlement and Lemon Law Legal Research</b>	<b>568.7</b>	<b>\$325,774.00</b>
Marquette Jones (\$670)	90	\$60,300.00
Ryan Wu (\$595)	2.2	\$1,309.00
Samara Weiner (\$570)	434.1	\$247,437.00
Karen Wallace (\$395)	41.6	\$16,432.00
Cody Padgett (\$370)	0.8	\$296.00
<b>Total</b>	<b>12,459.5</b>	<b>\$6,363,440.00</b>

May 2012 to August 11, 2017		
Lawyers / Major Phases	Hours	Fees
<b>Raul Perez (\$725)</b>	<b>99.1</b>	<b>\$71,847.50</b>
Class Communications/Interviews/Intakes/Q&As	0.3	\$217.50
Mediation/Settlement Negotiations	75.7	\$54,882.50
Drafting Settlement Agreement / Supervise Settlement	17.3	\$12,542.50
Post Settlement Motion Practice	5.8	\$4,205.00
<b>Jordan Lurie (\$695)</b>	<b>1,398.9</b>	<b>\$1,014,202.50</b>
Pleadings/Stipulations/Case Management	137.3	\$99,542.50
Legal and Factual Analysis of Claims	81	\$58,725.00
Discovery	344.5	\$249,762.50
Class Communications/Interviews/Intakes/Q&As	15.5	\$11,237.50
Pre-Settlement Motion Practice	48.9	\$35,452.50
Strategy Meetings	24.3	\$17,617.50
Mediation/Settlement Negotiations	320.4	\$232,290.00
Arbitration Component of Settlement	36.4	\$26,390.00
Drafting Settlement Agreement / Supervise Settlement	319.4	\$231,565.00
Post Settlement Motion Practice	71.2	\$51,620.00
<b>Stephen H. Gamber (\$695)</b>	<b>335.9</b>	<b>\$233,450.50</b>
Class Communications/Interviews/Intakes/Q&As	335.9	\$233,450.50

1	<b>May 2012 to August 11, 2017</b>		
2	<b>Lawyers / Major Phases</b>	<b>Hours</b>	<b>Fees</b>
3	<b>Robert Friedl (\$695)</b>	<b>212.7</b>	<b>\$147,826.50</b>
4	Pleadings/Stipulations/Case Management	5.2	\$3,614.00
5	Legal and Factual Analysis of Claims	16.9	\$11,745.50
6	Discovery	86.1	\$59,839.50
7	Pre-Settlement Motion Practice	73.1	\$50,804.50
8	Strategy Meetings	11.1	\$7,714.50
9	Mediation/Settlement Negotiations	20.1	\$13,969.50
10	Post Settlement Motion Practice	0.2	\$139.00
11	<b>Marquette Jones (\$670)</b>	<b>862.7</b>	<b>\$578,009.00</b>
12	Discovery	62.3	\$41,741.00
13	Class Communications/Interviews/Intakes/Q&As	668.5	\$447,895.00
14	Arbitration Component of Settlement	28.4	\$19,028.00
15	Drafting Settlement Agreement / Supervise Settlement	13.5	\$9,045.00
16	Settlement and Lemon Law Legal Research	90	\$60,300.00
17	<b>Ryan Wu (\$595)</b>	<b>533.4</b>	<b>\$317,373.00</b>
18	Legal and Factual Analysis of Claims	18.7	\$11,126.50
19	Class Communications/Interviews/Intakes/Q&As	48.2	\$28,679.00
20	Mediation/Settlement Negotiations	22	\$13,090.00
21	Arbitration Component of Settlement	8.8	\$5,236.00
22	Drafting Settlement Agreement / Supervise Settlement	333.9	\$198,670.50
23	Post Settlement Motion Practice	99.6	\$59,262.00
24	Settlement and Lemon Law Legal Research	2.2	\$1,309.00
25	<b>Samara Weiner (\$570)</b>	<b>834.6</b>	<b>\$475,722.00</b>
26	Discovery	9.5	\$5,415.00
27	Class Communications/Interviews/Intakes/Q&As	317.5	\$180,975.00
28	Arbitration Component of Settlement	29.5	\$16,815.00
	Post Settlement Motion Practice	44	\$25,080.00
	Settlement and Lemon Law Legal Research	434.1	\$247,437.00
	<b>Tarek Zohdy (\$495)</b>	<b>3,026.2</b>	<b>\$1,497,969.00</b>
	Pleadings/Stipulations/Case Management	193.9	\$95,980.50
	Legal and Factual Analysis of Claims	90.9	\$44,995.50
	Discovery	499.1	\$247,054.50
	Class Communications/Interviews/Intakes/Q&As	1791.2	\$886,644.00
	Pre-Settlement Motion Practice	30	\$14,850.00
	Strategy Meetings	60	\$29,700.00
	Mediation/Settlement Negotiations	171.6	\$84,942.00
	Arbitration Component of Settlement	13	\$6,435.00
	Drafting Settlement Agreement / Supervise Settlement	164.3	\$81,328.50



1	<b>May 2012 to August 11, 2017</b>		
2	<b>Lawyers / Major Phases</b>	<b>Hours</b>	<b>Fees</b>
3	Post Settlement Motion Practice	12.2	\$6,039.00
4	<b>Jamie Greene (\$470)</b>	<b>68.4</b>	<b>\$32,148.00</b>
5	Pleadings/Stipulations/Case Management	10.4	\$4,888.00
6	Class Communications/Interviews/Intakes/Q&As	41.4	\$19,458.00
7	Drafting Settlement Agreement / Supervise Settlement	16.6	\$7,802.00
8	<b>Lucas Rogers (\$445)</b>	<b>1,608.2</b>	<b>\$715,649.00</b>
9	Pleadings/Stipulations/Case Management	24.6	\$10,947.00
10	Legal and Factual Analysis of Claims	9.2	\$4,094.00
11	Discovery	1294.1	\$575,874.50
12	Class Communications/Interviews/Intakes/Q&As	280.3	\$124,733.50
13	<b>Mao Shiokura (\$420)</b>	<b>112.9</b>	<b>\$47,418.00</b>
14	Pleadings/Stipulations/Case Management	36.9	\$15,498.00
15	Legal and Factual Analysis of Claims	6.8	\$2,856.00
16	Class Communications/Interviews/Intakes/Q&As	58.1	\$24,402.00
17	Drafting Settlement Agreement / Supervise Settlement	11.1	\$4,662.00
18	<b>Karen Wallace (\$395)</b>	<b>1,116.3</b>	<b>\$440,938.50</b>
19	Pleadings/Stipulations/Case Management	18.1	\$7,149.50
20	Legal and Factual Analysis of Claims	20.5	\$8,097.50
21	Discovery	592.4	\$233,998.00
22	Class Communications/Interviews/Intakes/Q&As	191.3	\$75,563.50
23	Pre-Settlement Motion Practice	1.3	\$513.50
24	Mediation/Settlement Negotiations	2.3	\$908.50
25	Arbitration Component of Settlement	10.1	\$3,989.50
26	Drafting Settlement Agreement / Supervise Settlement	224.2	\$88,559.00
27	Post Settlement Motion Practice	14.5	\$5,727.50
28	Settlement and Lemon Law Legal Research	41.6	\$16,432.00
	<b>Cody Padgett (\$370)</b>	<b>900.9</b>	<b>\$333,333.00</b>
	Pleadings/Stipulations/Case Management	72.7	\$26,899.00
	Legal and Factual Analysis of Claims	97.8	\$36,186.00
	Discovery	177.8	\$65,786.00
	Class Communications/Interviews/Intakes/Q&As	312.9	\$115,773.00
	Pre-Settlement Motion Practice	27.7	\$10,249.00
	Strategy Meetings	17.6	\$6,512.00
	Mediation/Settlement Negotiations	39.5	\$14,615.00
	Arbitration Component of Settlement	14.8	\$5,476.00
	Drafting Settlement Agreement / Supervise Settlement	113.9	\$42,143.00
	Post Settlement Motion Practice	25.4	\$9,398.00
	Settlement and Lemon Law Legal Research	0.8	\$296.00

<b>May 2012 to August 11, 2017</b>		
<b>Lawyers / Major Phases</b>	<b>Hours</b>	<b>Fees</b>
<b>Trisha Monesi (\$245)</b>	<b>502.8</b>	<b>\$123,186.00</b>
Pleadings/Stipulations/Case Management	11.3	\$2,768.50
Legal and Factual Analysis of Claims	18.9	\$4,630.50
Class Communications/Interviews/Intakes/Q&As	472.4	\$115,738.00
Drafting Settlement Agreement / Supervise Settlement	0.2	\$49.00
<b>Contract Attorneys for Settlement Outreach</b>	<b>846.5</b>	<b>\$334,367.50</b>
Class Communications/Interviews/Intakes/Q&As	846.5	\$334,367.50
<b>Total</b>	<b>12,459.5</b>	<b>\$6,363,440.00</b>

<b>August 12, 2017 to Present</b>					
<b>Lawyer</b>	<b>Title</b>	<b>CA Bar Yr.</b>	<b>Rate</b>	<b>Hours</b>	<b>Fees</b>
Jordan Lurie	Fmr. Of Counsel	1987	\$775	214.8	\$166,470.00
Raul Perez	Partner	1994	\$775	51.8	\$40,145.00
Ryan Wu	Partner	2002	\$675	1058.6	\$714,555.00
Tarek Zohdy	Senior Counsel	2006	\$575	992	\$570,400.00
Theresa Carroll	Senior Counsel	1995	\$495	1558	\$771,210.00
Karen Wallace	Fmr. Associate	2010	\$445	315	\$140,175.00
Cody Padgett	Associate	2011	\$420	59.5	\$24,990.00
Thomas Sebourn	Fmr. Attorney	2011	\$370	1272.4	\$470,788.00
Michael Massmann	Fmr. Attorney	2016	\$245	1589.3	\$389,378.50
Brooke Waldrop	Associate	2017	\$245	450	\$110,250.00
<b>Total</b>				<b>7561.4</b>	<b>\$3,398,361.50</b>

<b>August 12, 2017 to Present</b>		
<b>Major Tasks</b>	<b>Hours</b>	<b>Fees</b>
Initial Final Approval Motion Practice	374.6	\$237,575.00
Settlement Administration	145.4	\$93,495.00
Repurchase	192	\$111,705.00
Post Approval Discovery, Motion Practice, Further Settlement Negotiations	203.1	\$127,432.50
Appeal	416.8	\$277,315.00
Post Appeal Settlement Negotiations and Approval Motions	348.6	\$235,915.50
Communications with Clients and Class Members	5880.9	\$2,314,923.50
<b>Total</b>	<b>7561.4</b>	<b>\$3,398,361.50</b>

1	<b>August 12, 2017 to Present</b>		
2	<b>Major Tasks / Lawyers</b>	<b>Hours</b>	<b>Fees</b>
3	<b>Initial Final Approval Motion Practice</b>	<b>374.6</b>	<b>\$237,575.00</b>
4	Jordan Lurie (\$775)	39.8	\$30,845.00
5	Raul Perez (\$775)	12	\$9,300.00
6	Ryan Wu (\$675)	221.6	\$149,580.00
7	Tarek Zohdy (\$575)	24.2	\$13,915.00
8	Karen Wallace (\$445)	63.8	\$28,391.00
9	Cody Padgett (\$420)	13.2	\$5,544.00
10	<b>Settlement Administration</b>	<b>145.4</b>	<b>\$93,495.00</b>
11	Jordan Lurie (\$775)	47.8	\$37,045.00
12	Raul Perez (\$775)	1.1	\$852.50
13	Ryan Wu (\$675)	44.8	\$30,240.00
14	Tarek Zohdy (\$575)	19.2	\$11,040.00
15	Karen Wallace (\$445)	26.7	\$11,881.50
16	Cody Padgett (\$420)	5.8	\$2,436.00
17	<b>Repurchase</b>	<b>192</b>	<b>\$111,705.00</b>
18	Jordan Lurie (\$775)	20.2	\$15,655.00
19	Raul Perez (\$775)	3.4	\$2,635.00
20	Ryan Wu (\$675)	53.5	\$36,112.50
21	Tarek Zohdy (\$575)	48.4	\$27,830.00
22	Karen Wallace (\$445)	61.7	\$27,456.50
23	Cody Padgett (\$420)	4.8	\$2,016.00
24	<b>Post Approval Discovery, Motion Practice, Further Settlement Negotiations</b>	<b>203.1</b>	<b>\$127,432.50</b>
25	Jordan Lurie (\$775)	67.9	\$52,622.50
26	Raul Perez (\$775)	2.7	\$2,092.50
27	Ryan Wu (\$675)	45	\$30,375.00
28	Tarek Zohdy (\$575)	31	\$17,825.00
	Karen Wallace (\$445)	31.5	\$14,017.50
	Cody Padgett (\$420)	25	\$10,500.00
	<b>Appeal</b>	<b>416.8</b>	<b>\$277,315.00</b>
	Ryan Wu (\$675)	399.3	\$269,527.50
	Karen Wallace (\$445)	17.5	\$7,787.50
	<b>Post Appeal Settlement Negotiations and Approval Motions</b>	<b>348.6</b>	<b>\$235,915.50</b>
	Jordan Lurie (\$775)	28.6	\$22,165.00
	Raul Perez (\$775)	32.6	\$25,265.00
	Ryan Wu (\$675)	243.6	\$164,430.00
	Tarek Zohdy (\$575)	35.9	\$20,642.50

<b>August 12, 2017 to Present</b>		
<b>Major Tasks / Lawyers</b>	<b>Hours</b>	<b>Fees</b>
Karen Wallace (\$445)	3.8	\$1,691.00
Cody Padgett (\$420)	4.1	\$1,722.00
<b>Communications with Clients and Class Members</b>	<b>5880.9</b>	<b>\$2,314,923.50</b>
Jordan Lurie (\$775)	10.5	\$8,137.50
Ryan Wu (\$675)	50.8	\$34,290.00
Tarek Zohdy (\$575)	833.3	\$479,147.50
Theresa Carroll (\$495)	1558	\$771,210.00
Karen Wallace (\$445)	110	\$48,950.00
Cody Padgett (\$420)	6.6	\$2,772.00
Thomas Sebourn (\$370)	1272.4	\$470,788.00
Michael Massmann (\$245)	1589.3	\$389,378.50
Brooke Waldrop (\$245)	450	\$110,250.00
<b>Total</b>	<b>7561.4</b>	<b>\$3,398,361.50</b>

<b>August 12, 2017 to Present</b>		
<b>Lawyers / Major Tasks</b>	<b>Hours</b>	<b>Fees</b>
<b>Jordan Lurie (\$775)</b>	<b>214.8</b>	<b>\$166,470.00</b>
Initial Final Approval Motion Practice	39.8	\$30,845.00
Settlement Administration	47.8	\$37,045.00
Repurchase	20.2	\$15,655.00
Post Approval Discovery, Motion Practice, Further Settlement Negotiations	67.9	\$52,622.50
Post Appeal Settlement Negotiations and Approval Motions	28.6	\$22,165.00
Communications with Clients and Class Members	10.5	\$8,137.50
<b>Raul Perez (\$775)</b>	<b>51.8</b>	<b>\$40,145.00</b>
Initial Final Approval Motion Practice	12	\$9,300.00
Settlement Administration	1.1	\$852.50
Repurchase	3.4	\$2,635.00
Post Approval Discovery, Motion Practice, Further Settlement Negotiations	2.7	\$2,092.50
Post Appeal Settlement Negotiations and Approval Motions	32.6	\$25,265.00
<b>Ryan Wu (\$675)</b>	<b>1058.6</b>	<b>\$714,555.00</b>
Initial Final Approval Motion Practice	221.6	\$149,580.00
Settlement Administration	44.8	\$30,240.00
Repurchase	53.5	\$36,112.50

1	<b>August 12, 2017 to Present</b>		
2	<b>Lawyers / Major Tasks</b>	<b>Hours</b>	<b>Fees</b>
3	Post Approval Discovery, Motion Practice, Further Settlement Negotiations	45	\$30,375.00
4	Appeal	399.3	\$269,527.50
5	Post Appeal Settlement Negotiations and Approval Motions	243.6	\$164,430.00
6	Communications with Clients and Class Members	50.8	\$34,290.00
7	<b>Tarek Zohdy (\$575)</b>	<b>992</b>	<b>\$570,400.00</b>
8	Initial Final Approval Motion Practice	24.2	\$13,915.00
9	Settlement Administration	19.2	\$11,040.00
10	Repurchase	48.4	\$27,830.00
11	Post Approval Discovery, Motion Practice, Further Settlement Negotiations	31	\$17,825.00
12	Post Appeal Settlement Negotiations and Approval Motions	35.9	\$20,642.50
13	Communications with Clients and Class Members	833.3	\$479,147.50
14	<b>Theresa Carroll (\$495)</b>	<b>1558</b>	<b>\$771,210.00</b>
15	Communications with Clients and Class Members	1558	\$771,210.00
16	<b>Karen Wallace (\$445)</b>	<b>315</b>	<b>\$140,175.00</b>
17	Initial Final Approval Motion Practice	63.8	\$28,391.00
18	Settlement Administration	26.7	\$11,881.50
19	Repurchase	61.7	\$27,456.50
20	Post Approval Discovery, Motion Practice, Further Settlement Negotiations	31.5	\$14,017.50
21	Appeal	17.5	\$7,787.50
22	Post Appeal Settlement Negotiations and Approval Motions	3.8	\$1,691.00
23	Communications with Clients and Class Members	110	\$48,950.00
24	<b>Cody Padgett (\$420)</b>	<b>59.5</b>	<b>\$24,990.00</b>
25	Initial Final Approval Motion Practice	13.2	\$5,544.00
26	Settlement Administration	5.8	\$2,436.00
27	Repurchase	4.8	\$2,016.00
28	Post Approval Discovery, Motion Practice, Further Settlement Negotiations	25	\$10,500.00
	Post Appeal Settlement Negotiations and Approval Motions	4.1	\$1,722.00
	Communications with Clients and Class Members	6.6	\$2,772.00
	<b>Thomas Sebourn (\$370)</b>	<b>1272.4</b>	<b>\$470,788.00</b>
	Communications with Clients and Class Members	1272.4	\$470,788.00

<b>August 12, 2017 to Present</b>		
<b>Lawyers / Major Tasks</b>	<b>Hours</b>	<b>Fees</b>
<b>Michael Massmann (\$245)</b>	<b>1589.3</b>	<b>\$389,378.50</b>
Communications with Clients and Class Members	1589.3	\$389,378.50
<b>Brooke Waldrop (\$245)</b>	<b>450</b>	<b>\$110,250.00</b>
Communications with Clients and Class Members	450	\$110,250.00
<b>Total</b>	<b>7561.4</b>	<b>\$3,398,361.50</b>

<b>May 2012 to Present</b>		
<b>Major Task</b>	<b>Hours</b>	<b>Fees</b>
Pleadings/Stipulations/Case Management	510.4	\$267,287.00
Legal and Factual Analysis of Claims	360.7	\$182,456.50
Discovery	3065.8	\$1,479,471.00
Class Communications/Interviews/Intakes/Q&As	11260.9	\$4,914,057.50
Pre-Settlement Motion Practice	181	\$111,869.50
Strategy Meetings	113	\$61,544.00
Mediation/Settlement Negotiations (Pre-Approval)	651.6	\$414,697.50
Arbitration Component of Settlement	141	\$83,369.50
Drafting Initial Settlement Agreement / Supervise Settlement Administration	1359.8	\$769,861.50
Post-Settlement Motion Practice	647.5	\$399,045.50
Settlement and Lemon Law Legal Research	568.7	\$325,774.00
Post Approval Discovery, Motion Practice, Further Settlement Negotiations	203.1	\$127,432.50
Repurchase	192	\$111,705.00
Appeal	416.8	\$277,315.00
Post Appeal Settlement Negotiations and Approval Motions	348.6	\$235,915.50
<b>Total</b>	<b>20,020.9</b>	<b>\$9,761,801.50</b>

#### **HOURS EXPENDED**

7. **Pleadings and Motion Practice.** Class Counsel also spent a little over 1000 hours on pleadings, legal and factual analysis, and motion practice. Much of this time was spent drafting detailed complaints in the three cases subsequently consolidated by the Court. Moreover, Class Counsel prepared oppositions to Ford's motion to dismiss and motions consolidating the actions and analyzed and prepared motions relating to Ford's implementation, during the pendency of the litigation, of the 14M01 and 14M02



1 Customer Satisfaction Programs that extended the warranty coverage for certain  
2 Transmission parts for a good portion of the Class Vehicles.

3 8. **Discovery.** Class Counsel also spent approximately 3,100 hours on  
4 discovery. Among other tasks, Class Counsel consulted and retained automotive experts  
5 and researched publicly available materials and information provided by NHTSA  
6 pertaining to the Transmission. They reviewed and researched consumer complaints and  
7 discussions of Transmission problems in articles and forums online, in addition to  
8 various manuals and technical service bulletins discussing the alleged defect. Finally,  
9 they conducted research into the applicable causes of action and other similar automotive  
10 actions. In response to Class Counsel's discovery requests, Ford produced over 1.5  
11 million pages of documents, including spreadsheets with millions of lines of data,  
12 owners' manuals, maintenance and warranty manuals, design documents (*e.g.*, technical  
13 drawings), VIN Decoders, technical service bulletins, field reports, customer comments  
14 detail reports, warranty data, internal emails, and emails between Ford and third parties.  
15 Furthermore, Plaintiffs' Counsel defended depositions of four class representatives.

16 9. Class Counsel also obtained significant discovery from third-parties Getrag  
17 and LuK, the manufacturers and suppliers of the Transmission and its clutches. Plaintiffs  
18 subpoenaed and received over 20,000 documents comprised of 117,000 pages from  
19 Getrag and nearly 10,000 documents comprised of over 36,000 pages from LuK. In  
20 addition, Plaintiffs took the deposition of Getrag's corporate representative.

21 10. In reviewing this discovery, including hundreds of thousands of pages of  
22 email correspondence and databases containing millions of lines of data produced by  
23 Ford, Class Counsel identified information that was instrumental to the case and to  
24 Plaintiffs' efforts during mediation. Moreover, Class Counsel identified relevant topics  
25 and took the Fed. R. Civ. P. 30(b)(6) depositions of Chris Kwasniewicz, the engineer  
26 Ford assigned to "problem solve" the DPS6 Transmission, and Matt Fyie, a Ford  
27 engineer. The time spent on this important phase of the litigation is reasonable.

28 11. **Settlement Negotiations and Settlement Motions.** Class Counsel spent

2,750 hours to prepare the original Settlement and Settlement motions, including the final approval motions, fee motions, response to objectors, and various settlement documents. This expenditure was reasonable and necessary given the nature of the Settlement negotiations and the Settlement drafting process. The Settlement was the product of multiple mediations and months of drafting and fine-tuning the Settlement Agreement and its various companion documents. This was no ordinary agreement; the Settlement features several novel components, including a unique arbitration program, a default repurchase remedy, and compensation for inconvenience. Class Counsel spent considerable time harmonizing the various benefit components, researching each state's lemon laws, reviewing class action settlements in other car cases, and refining the processes for claims submission and arbitration.

12. Class Counsel also spent considerable time preparing the Motion for Preliminary Approval (ECF No. 120), the initial fee (ECF No. 146) and final approval motions (ECF No. 150), and the 40-page response to objections and attached exhibits cross-referencing each state's lemon laws (ECF No. 170). (*Id.*) The hours for this phase, which spanned about a year, is reasonable.

13. **Appeal.** Plaintiffs spent a little over 400 hours on appeal. This included drafted a motion for expedited schedule, an 80-page Appellees' Brief, numerous Federal Rule of Appellate Procedure 28(j) letters, as well as preparing for oral argument. Plaintiffs were justified in mounting a vigorous defense of the original Settlement in an appeal initiated by former Objectors, which delayed the delivery of benefits to the Class. As discussed, in the 2-1 decision, the Circuit panel did not find the original Settlement was unfair or unreasonable, as the Objectors contended, but simply instructed the Court to conduct a more searching inquiry.

14. **Post-Appeal Mediation and Settlement Motion Practice.** Over 330 hours was expended on post-appeal mediation and settlement motion practice. Following the mandate, Plaintiffs, Ford, and Assisting Class Members agreed to participate in mediation. Along with preparing mediation briefs, preparing for pre-

1 mediation calls, and attending mediation, Class Counsel continued to negotiate over the  
2 details with both Assisting Class Members and Ford thereafter, resulting in the  
3 Amendment. Class Counsel also prepared this Motion, and Renewed Motion for Final  
4 Approval, and numerous ancillary documents. The hours spent in this phase is  
5 reasonable.

6 15. **Advising Class Members.** Class Counsel have devoted extraordinary  
7 resources to this case, particularly in response to the intense interest from Class Members  
8 seeking a remedy for an alleged defect in their vehicles. Class Counsel responded to over  
9 tens of thousands of inquiries from Class Members. During the litigation itself, Class  
10 Counsel advised Class Members as to the status of the litigation, reviewed their repair  
11 orders, and documented their complaints in a detailed database. This helped build  
12 Plaintiffs' case during the investigation phase.

13 16. Following preliminary approval and the dissemination of approximately  
14 2.15 million Class Notices, Class Counsel were inundated with calls and emails from  
15 Class Members seeking further explanation and advice regarding the Settlement and its  
16 terms. Over 30,000 Class Members have contacted Lead Class Counsel following  
17 preliminary approval, and many seek repeated assistance. Attorneys, including several  
18 full-time staff attorneys, devoted much of their time to resolving Class Members'  
19 concerns or assisting with their needs. This work include, among other things, explaining  
20 how to qualify for benefits, working with class members on claim documentation,  
21 advising class members regarding their offers from Ford or arbitration awards, and  
22 addressing Ford dealers' obligation to make repairs.

23 17. Throughout the settlement period, Class Counsel has had to handle a  
24 steady stream of Class Members inquiries—roughly several hundred in a typical week—  
25 underscoring the high interest in this settlement. Class Counsel is preparing for another  
26 wave of Class Member contacts immediately following the mailing of an information  
27 notice, to be mailed to all Class Members, as provided under the Amendment. Thus,  
28 Class Counsel has already reserved several thousand hours for continued services to the

1 Class over the next two years.

2 18. Lead Class Counsel also spent considerable time (a) developing their own,  
3 content-rich website to educate Class Members about the Settlement and the claims  
4 process; (b) creating an interactive voice response system to answer anticipated  
5 questions; (c) training attorneys on the Settlement's terms; (d) collaborating with Ford's  
6 attorneys on both the Claims Administrator's website and phone system and the  
7 Arbitration Administrator's website; and (e) updating the website and providing email  
8 blasts to class members to notify them of new developments.

9 **CAPSTONE LAW APC'S QUALIFICATIONS, EXPERIENCE, AND HOURLY RATES**

10 19. Short biographies summarizing my experience and that of other attorneys  
11 at Capstone is set forth in the firm resume attached as Exhibit 5 to the Wu Declaration  
12 Supporting Renewed Motion for Final Approval. Also set forth in the firm resume are  
13 Capstone's accomplishments since its creation in 2012. One of the largest California  
14 firms to prosecute aggregate actions on a wholly contingent basis, Capstone, as lead or  
15 co-lead counsel, has obtained final approval of sixty class actions valued at over \$100  
16 million dollars. Recognized for its active class action practice and cutting-edge appellate  
17 work, Capstone's recent accomplishments have included three of its attorneys being  
18 honored as *California Lawyer's* Attorneys of the Year ("CLAY") in the employment  
19 practice area for 2014 for their work in the landmark case *Iskanian v. CLS*  
20 *Transportation Los Angeles*, 59 Cal. 4th 348 (2014).

21 20. Capstone has an established practice in automotive defect class actions  
22 and currently serves as certified class counsel in *Victorino v. FCA US, LLC*, No. 16-  
23 1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor*  
24 *Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).  
25 Capstone has served as class counsel in class action settlements involving automotive  
26 defects on many occasions over the past four years. *See, e.g., Batista v. Nissan N.Am.,*  
27 *Inc.*, No. 14-24728-RNS (S.D. Fla. June 29, 2017), Dkt. 191 (finally approving class  
28 action settlement alleging CVT defect); *Chan v. Porsche Cars N.A., Inc.*, No. No. 15-

02106-CCC (D. N.J. Apr. 11, 2017), Dkt. 43 (preliminarily approving class action settlement involving alleged windshield glare defect); *Klee v. Nissan N. Am., Inc.*, No. 12-08238-AWT, 2015 WL 4538426, at \*1 (C.D. Cal. July 7, 2015) (settlement involving allegations that Nissan Leaf's driving range, based on the battery capacity, was lower than was represented by Nissan); *Asghari v. Volkswagen Group of America, Inc.*, Case No. 13-cv-02529-MMM-VBK (C.D. Cal.) (class action settlement providing repairs and reimbursement for oil consumption problem in certain Audi vehicles); *Aarons v. BMW of N. Am., LLC*, No. CV 11-7667 PSG, 2014 WL 4090564 (C.D. Cal. Apr. 29, 2014), objections overruled, No. CV 11-7667 PSG CWX, 2014 WL 4090512 (C.D. Cal. June 20, 2014) (C.D. Cal.) (class action settlement providing up to \$4,100 for repairs and reimbursement of transmission defect in certain BMW vehicles).

21. Capstone's hourly rates for work on automotive defect cases have been judicially approved by numerous federal district courts. *See, e.g., Falco v. Nissan N.A.*, No. 13-00686-DDP (C.D. Cal. July 16, 2018), ECF No. 341, at 7 (approving fees based on requested rates of \$595-\$725 for partners and senior attorneys, and \$295-\$525 for associates); *MacDonald v. Ford Motor Co.*, No. 13-02988-JST, 2016 WL 3055643 (N.D. Cal. May 31, 2016) (approving rates of \$370 to \$695 for the same attorneys working in this action in an automotive defect case on a contested fee motion); *Klee.*, 2015 U.S. Dist. LEXIS 88270, \*38 (approving rates of \$370 to \$695 for same attorneys at Capstone as here in an automotive defect case); *Asghari*, 2015 WL 12732462, at \*43 (same); *Aarons*, 2014 WL 4090564, \*\*17-18.

22. Capstone's hourly rates are also consistent with the judicially-approved hourly rates of comparable plaintiffs'-side attorneys, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Wasserman, Comden, Casselman, & Essensten (rates ranging from \$670-750 for partners and \$300-500 for associates), and Blood Hurst & O'Reardon (\$510-695 for partners). *Aarons*, 2014 WL 4090564, \*\*17-18 (also approving rates of Capstone); *see also, Chambers v. Whirlpool Corp.*, 214 F.Supp.3d 877, 899 (C.D. Cal. 2016) (approving rates of \$485 to

1 \$750 for consumer class action attorneys on a contested fee motion); *Etter v. Thetford*  
2 *Corporation*, No. 13-00081-JLS, 2017 WL 1433312 (C.D. Cal. Apr. 14, 2017)  
3 (approving \$275 to \$775 for Southern California attorneys on a contested fee motion);  
4 *Bravo v. Gale Triangle, Inc.*, No. 16-03347 BRO, 2017 WL 708766, \*17 (C.D. Cal.  
5 Feb. 16, 2017) (approving rates between \$350 and \$700); *Kearney v. Hyundai Motor*  
6 *Am.*, 2013 U.S. Dist. LEXIS 91636, \*24 (C.D. Cal. June 28, 2013) (approving hourly  
7 rates of \$650-\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai*  
8 *Motor America*, 796 F. Supp. 2d 1160, 1172 (C.D. Cal. 2010) (approving hourly rates  
9 between \$445 and \$675); *Barrera v. Gamestop Corp.* (C.D. Cal. Nov. 29, 2010, No. CV  
10 09-1399) (\$700 an hour for partners; \$475 an hour for associates); *Magsafe Apple*  
11 *Power Adapter Litig.*, No. 09-1911-EJD, 2015 U.S. Dist. LEXIS 11353, at \*14 (N.D.  
12 Cal. Jan. 30, 2015) (finding reasonable rates for Bay Area attorneys ranging from \$560  
13 to \$800 for partners and \$285 to \$510 for associates); *Rose v. Bank of Am. Corp.*, No.  
14 5:11-CV-02390-EJD, 2014 U.S. Dist. LEXIS 121641, at \*12 (N.D. Cal. Aug. 29, 2014)  
15 (finding reasonable partners rates between \$350 - \$775 per hour; associates at \$325 -  
16 \$525 per hour; and paralegal rates between \$100 - \$305 per hour); *Kim v. Space Pencil,*  
17 *Inc.*, No. C 11-03796 LB, 2012 WL 5948951, at \*8 (N.D. Cal. Nov. 28, 2012) (finding  
18 reasonable partner rates of \$725 - \$797 per hour; associates and counsel at \$350 - \$580  
19 per hour); *Faigman v. AT&T Mobility LLC*, 2011 U.S. Dist. LEXIS 15825, \* 2 (N.D.  
20 Cal. Feb. 15, 2011) (approving hourly rates of \$650 an hour for partner services and  
21 \$500 an hour for associate attorney services).

22 23. Lead Class Counsel had adjusted their rates by a very modest amount—  
23 under 10% over three years—to account for increased experience, inflation, and changes  
24 in the legal market. These rates remain within the range of comparable attorneys in class  
25 actions. In an exercise of billing discretion, Class Counsel have sought their post-August  
26 21, 2017 time under adjusted rates, while maintaining the identical lodestar figure—  
27 meaning that Plaintiffs are resubmitting the same hours and historical rates—for the pre-  
28 August 21, 2017 time. In other words, while Class Counsel would be entitled to adjust



1 all of their hours expended in this action to be billed at current rates, they have simply  
2 resubmitted the original approved lodestar for the pre-August 21, 2017 time while  
3 submitting the post-August 21, 2017 time under the current rates.

#### 4 **SUCCESS OF THE LITIGATION**

5 24. Because the value of these settlement cannot be valued with precision,  
6 these Courts relied on a valuation of the warranty or other projections to ascertain  
7 success achieved. While there is nothing wrong with that approach for settlements with  
8 uncapped claims or warranty extensions, the hard figures here require no extrapolation  
9 or valuation. The Amended Settlement will deliver at least \$77.4 million to the Class. As  
10 mentioned, this includes the \$44 million already paid for Repurchase claims and the \$30  
11 million minimum guarantee for the cash payments. Thus, while Plaintiffs cannot predict  
12 the upper bound of the Amended Settlement value, given that the relief here is also  
13 uncapped and will be available for years, that this Settlement guarantees \$77.4 million in  
14 hard cash to Class Members makes it superior to comparable settlements. (*See* Ex. 3 in  
15 support of the Renewed Motion for Final Approval.)

#### 16 **CONTINGENT RISK AND COMPLEXITY OF THE LITIGATION**

17 25. Here, the Court is well aware of the publicity and high interest in the  
18 alleged Transmission problems identified in this lawsuit. This action was, as far  
19 Plaintiffs are aware, the first action filed against Ford regarding the Transmission. As  
20 this action involves over a million Class Vehicles, it has already consumed a significant  
21 amount of attorneys' time and Court resources. Had litigation continued, Class Counsel  
22 would not only expend additional attorneys' hours, but they would have to advance  
23 substantial expert fees at considerable risk.

24 26. Here, the risk is particularly high since there is a distinct possibility that  
25 Ford would prevail on summary judgment regarding the consumer fraud claims, given  
26 the Court's ruling in the *Ford DPS6 MDL. Pedente v. Ford Motor Co.*, No. 18-ML-  
27 2814-AB (C.D. Cal. Oct. 29, 2019), ECF No. 605., at 5-12. To be sure, Plaintiffs'  
28 consumer fraud allegations are not entirely co-extensive with that of the MDL plaintiffs,

1 and Plaintiffs may well be able to marshal evidence in a more persuasive way. However,  
2 the Court's findings demonstrate the high risk of proceeding.<sup>1</sup>

3 27. These risks are not theoretical. In another action against Ford where  
4 plaintiff was represented by Lead Class Counsel, summary judgment was recently  
5 affirmed by the circuit court after years of litigation in favor of defendant, underscoring  
6 the high contingent risk borne by plaintiffs' counsel in large-scale class actions. *See*  
7 *Coba v. Ford Motor Co.*, 932 F.3d 114 (3d Cir. 2019) (affirming summary judgment in  
8 favor of Ford on consumer law and warranty claims). In *Coba*, Lead Class Counsel  
9 advanced over a million dollars in lodestar and several hundred thousand in expert  
10 witness costs, with nothing to show for it.

11 28. The fees are also reasonable given the "novelty and difficulty of the  
12 questions involved, and the skill displayed in presenting them." *Serrano III*, 20 Cal. 3d at  
13 49. (finding that this existence of this factor justifies a multiplier to the lodestar). There is  
14 little question that this action presented both novel and difficult questions of law. In  
15 investigating and prosecuting this action, Class Counsel was required to understand the  
16 advanced technology at issue, defeat a motion to dismiss, and fashion a sophisticated and  
17 unique settlement that addressed a range of harms. Class Counsel had to research the  
18 lemon laws of all fifty states to design a program that is broadly beneficial to Class  
19 Members. This action also presented sophisticated issues regarding class action  
20 settlement approval that was presented to the circuit court.

21 **COSTS ADVANCED BY CAPSTONE TO CLASS MEMBERS**

22 29. Capstone incurred and advanced a total of \$329,806.35 in costs and  
23 expenses—costs that would be normally billed to a fee-paying client. These expenses  
24 were reasonable and necessary to achieving this Settlement, and consist of the following,  
25 based on information provided to me:

Cost & Expense Categories	Amount
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26  
27  
28 <sup>1</sup> As set forth in the Renewed Motion for Final Approval, Plaintiffs bear substantial certification risk as well. (*See* Ren. Mot. for Fin. Appr. at 32-33.)

1	<b>Cost &amp; Expense Categories</b>	<b>Amount</b>
2	<b>Copying, Printing &amp; Scanning and Facsimiles</b>	<b>\$2,391.00</b>
3	<b>Court Fees, Filings &amp; Service of Process</b>	<b>\$4,903.28</b>
4	<b>Court Reporters, Transcripts &amp; Depositions</b>	<b>\$3,398.74</b>
5	<b>Delivery &amp; Messenger (UPS, FedEx, messenger, etc.)</b>	<b>\$887.02</b>
6	<b>Document Management and Production Services</b>	<b>\$179,486.78</b>
7	Access Data Group	\$220.00
8	Case Anywhere (Superior Court Docket System)	\$197.00
9	Mailchimp.com (Email Outreach)	\$250.00
10	N1 Discovery LLC	\$6,541.36
11	NorthStar Litigation Technologies (Document Review and Document Database Management)	\$171,637.50
12	Staples (Case Document Supplies)	\$540.40
13	Summitt Reprographics (Document Processing)	\$100.52
14	<b>Expert &amp; Consulting Services</b>	<b>\$83,636.94</b>
15	Murat Okcuoglu (Defect Consultant)	\$53,311.34
16	S.A.S. Inc. (Defect Expert)	\$1,000.00
17	The Fontana Group (Valuation Expert)	\$29,325.60
18	<b>Investigation Services</b>	<b>\$63.25</b>
19	<b>Mediations Fees</b>	<b>\$15,681.38</b>
20	<b>Postage &amp; Mailings</b>	<b>\$3,117.90</b>
21	<b>Research Services (PACER, Lexis, etc.)</b>	<b>\$8,158.91</b>
22	<b>Telephone (Long distance, conference calls, etc.)</b>	<b>\$305.90</b>
23	<b>Travel &amp; Lodging (Airfare, Mileage, Parking, Hotel, etc.)</b>	<b>\$27,775.25</b>
24	Depositions (Airfare)	\$2,634.67
25	Depositions (Car Rental)	\$68.84
26	Depositions (Hotel)	\$1,249.52
27	Depositions (Meal)	\$542.06
28	Depositions (Mileage)	\$528.45
	Depositions (Parking)	\$53.37
	Depositions (Taxi)	\$472.21
	Mediations (Airfare)	\$9,148.61
	Mediations (Car Rental)	\$86.00
	Mediations (Hotel)	\$6,662.94
	Mediations (Meal)	\$1,494.36
	Mediations (Mileage)	\$39.11
	Mediations (Parking)	\$140.00
	Mediations (Taxi, Uber, Lyft)	\$858.68
	Meetings with Ford (Airfare)	\$1,607.39
	Meetings with Ford (Car Rental)	\$83.60

<b>Cost &amp; Expense Categories</b>	<b>Amount</b>
Meetings with Ford (Gas)	\$4.50
Meetings with Ford (Meal)	\$118.67
Meetings with Ford (Mileage)	\$9.20
Meetings with Ford (Parking)	\$60.00
Meetings with Ford (Taxi)	\$44.15
Meetings with Ford (Uber)	\$39.70
Meetings with Illinois Counsel (Airfare)	\$777.40
Meetings with Illinois Counsel (Hotel)	\$445.00
Meetings with Illinois Counsel (Meal)	\$272.89
Meetings with Illinois Counsel (Taxi, Uber, Lyft)	\$323.93
Meetings with Illinois Counsel (Train)	\$10.00
<b>Total</b>	<b>\$329,806.35</b>

#### CONTRIBUTIONS OF NAMED PLAINTIFFS

30. The Court had previously awarded the requested service awards, and no Class Member has taken issue with the award. (ECF No. 186.) The awards were also not the subject of the appeal, so there is no reason to revisit this Court's prior finding. In an abundance of caution, Plaintiffs re-submit their case for their service awards.

31. The requested service awards for Capstone's clients, \$10,000 for Omar Vargas, \$7,500 each to Michelle Harris, Sharon Heberling, and Robert Bertone, and \$5,000, each, to Kevin Klipfel and Andrew Klipfel, Plaintiffs in the *Klipfel* action, and Maureen Cusick, Eric Dufour, Abigail Fisher, Christi Groshong, Virginia Otte, Tonya Patze, Lindsay Schmidt, Patricia Schwenker and Patricia Soltesiz, Plaintiffs in the *Cusick* action, are reasonable and appropriate.

32. The Named Plaintiffs are entitled to class representative payments for their time and effort to support a case in which they had a modest personal interest but which provided considerable benefits to Class Members—a commitment undertaken without any guarantee of recompense. Each Named Plaintiff provided documents to, and consulted with, counsel about the claims in this case, and assisted throughout the course of the litigation. Each Plaintiff reviewed the allegations of the Complaint, kept in constant contact with counsel regarding the status of the case, and responded to inquiries

1 regarding Ford and Ford dealers' efforts to remedy the alleged defect. They helped Class  
2 Counsel prepare responsive papers, including the Response to Objections. (ECF No.  
3 180.) Plaintiffs have also stayed abreast of Settlement negotiations, reviewed the  
4 Settlement terms, and approved the Settlement on behalf of the Class, as well as the  
5 Amended Settlement.

6 33. Plaintiff Vargas initiated this action in 2014, was deposed, and has been  
7 involved consistently in this litigation since its inception, while Plaintiffs Harris,  
8 Heberling, and Bertone provided their vehicles for inspection, responded to discovery,  
9 produced documents, and sat for their depositions.

10 34. Each of the plaintiffs continued to assist Class Counsel in their efforts to  
11 obtain the best relief possible for the Class.

12 35. The service awards add up to \$143,400 total, which represents an even  
13 smaller 0.16% of the \$86.25 million ascertainable minimum. This figure is reasonable.  
14 And the court may evaluate whether service awards are reasonable by reference to the  
15 recovery of individual class members. Class Members here may and have recovered  
16 \$25,000 or more for their Repurchase claims, which eclipses the highest service award.  
17 That further supports the reasonableness of the service awards.

18  
19 I declare under penalty of perjury under the laws of the United States of America  
20 that the foregoing is true and correct. Executed this 24th day of January, 2020, at Los  
21 Angeles, California.

22 /s/ Ryan H. Wu  
23 Ryan H. Wu  
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28

Russell D. Paul  
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Eric Lechtzin  
elechtzin@bm.net  
Lane L. Vines  
lvines@bm.net  
**BERGER MONTAGUE PC**  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103  
Telephone: (215) 875-3000  
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Attorneys for Plaintiffs and Class Members

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

OMAR VARGAS, ROBERT  
BERTONE, MICHELLE HARRIS, and  
SHARON HEBERLING individually,  
and on behalf of a class of similarly  
situated individuals,

Plaintiffs,

v.

FORD MOTOR COMPANY,  
Defendant.

Case No. CV12-08388 AB (FFMx)

**The Hon. André Birotte Jr.**

**DECLARATION OF RUSSELL D.  
PAUL IN SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS**

Date: February 28, 2020  
Time: 10:00 a.m.  
Place: Courtroom 7B



**DECLARATION OF RUSSELL D. PAUL**

I, Russell D. Paul, declare under penalty of perjury under the laws of the United States of America, that the following is true to the best of my knowledge, information and belief:

1. I am a Shareholder of the law firm Berger Montague PC (“Berger Montague”). Berger Montague serves as counsel of record for Plaintiffs in the above-captioned action along with (“Class Counsel”). I make this declaration in support of Plaintiffs’ Renewed Motion for Attorneys’ Fees, Costs, and Service Awards.

2. I believe that the proposed Settlement is fair, reasonable and adequate and a commendable result in the circumstances for the Class. The accompanying Declaration of Ryan Wu, which is being filed contemporaneously herewith, accurately summarizes the allegations and procedural history, the work undertaken by Class Counsel for the benefit of the Class, the Settlement and Amended Settlement Negotiations and post-Preliminary Approval services, the substantial contingent risks in and the complexity of this litigation, the benefits of the Settlement, and the valuation of those Settlement benefits.

**HOURS EXPENDED BY BERGER MONTAGUE ATTORNEYS**

3. Berger Montague has expended 1,307.80 hours through January 20, 2020, amounting to \$779,475.15 in lodestar, prosecuting this action and securing the benefits for the Class. These hours do not account for the many additional hours that will be spent assisting Class Members in understanding the Settlement and submitting claims for many years to come. Berger Montague has reviewed billing entries describing tasks performed that attorneys entered contemporaneously into counsel’s billing program (time not included in the hours submitted). California law does not require actual billing records; courts may award statutory fees based on declarations and summaries. Accordingly, Berger Montague prepared detailed time summaries to ease the Court’s burden of reviewing the contemporaneously entered time entries upon which the time

summaries were based. However, Berger Montague stands ready to provide the complete billing records upon the Court's request.

4. Following the review of the voluminous records, Berger Montague sorted the entries by task categories, summarizing those tasks for the Court's convenience. The hours incurred reflect Class Counsel's exceptional efforts in surmounting a number of obstacles, including strong resistance from a well-financed opponent represented by highly experienced and skilled counsel, to secure an excellent Settlement for the Class:

**LODESTAR BY BILLER**

<b>Name</b>	<b>Position</b>	<b>Hours</b>	<b>Rate</b>	<b>Lodestar</b>
Paul, Russell D.	Shareholder	739	\$675	\$498,825.00
Deutsch, Lawrence	Shareholder	4.8	\$695	\$3,336.00
Abramson, Glen L	Shareholder	3.1	\$675	\$2,092.50
Lechtzin, Eric	Shareholder	27.7	\$665	\$18,420.50
Stock, Arthur M.	Shareholder	0.5	\$665	\$332.50
Switzenbaum, Robin	Shareholder	4.5	\$675	\$3,037.50
Vines, Lane	Senior Counsel	351.5	\$550	\$193,325.00
Tompkins, Eugene	Senior Associate	25	560	\$14,000.00
Suter, Mark R	Associate	13.4	\$320	\$4,288.00
Filbert, David A.	Paralegal	109.4	\$330	\$36,102.00
Matteo, Shawn L.	Paralegal	7	\$330	\$2,310.00
Stein, Mark R.	Paralegal	4	\$330	\$1,320.00
York, Elizabeth	Paralegal	1.9	\$330	\$627.00
Bibby, Thomas	Paralegal	3.1	\$250	\$775.00

Scafidi, Susan	Legal Assistant	.5	\$150	\$75.00
Fox, Trevor X	IT Consultant	0.8	\$60	\$48.00
McCollum, Sandy	Litigation Technology Support Coordinator	4.3	\$57.5	\$247.25
Rajendran, Arun	Database Analyst	7.3	\$43	\$313.90
<b>TOTAL</b>		<b>1,307.80</b>		<b>\$779,475.15</b>

### Lodestar by Major Phase/Task of the Litigation

Major Phases/Tasks of the Litigation	Hours	Amount(\$)
Appeal (AP)	57.4	\$38,089.50
Arbitration (AR)	68.7	\$45,963.00
Client Communication (CC)	121.4	\$58,558.00
Discovery Factual Investigation (DI)	183.4	\$97,763.90
Case Strategy (FS)	74.8	\$36,998.50
Pretrial, Motion, Brief, Research (PT)	344.8	\$224,091.75
Settlement (ST)	366.8	\$216,923.00
Travel (TL)	90.5	\$61,087.50
<b>TOTAL</b>	<b>1,307.80</b>	<b>\$779,475.15</b>

### BERGER MONTAGUE'S QUALIFICATIONS, EXPERIENCE AND HOURLY RATES

5. Short biographies summarizing my experience and that of other attorneys at Berger Montague are set forth in the firm resume attached as Exhibit A to the Declaration of Russell D. Paul in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement [Dkt. # 122]. Also set forth in the firm resume are Berger Montague's major accomplishments.

6. Berger Montague pioneered the use of class actions in the United States and its work has resulted in numerous record-breaking recoveries over the past five decades. By way just a few examples:

- *Cook v. Rockwell International Corp.*, No. 14-1112, 2015 WL 3853593

(10th Cir. June 23, 2015) (reinstating a \$926 million trial judgment, including prejudgment interest and punitive damages, obtained by Berger Montague on behalf of thousands of property owners whose homes were contaminated by radioactive materials);

- Exxon Valdez Oil Spill Litig., No. A89 0095 (D. Alaska) (Berger Montague was a principal trial counsel and obtained a jury award of \$5 billion, later reduced to \$507.5 million by the U.S. Supreme Court); and
- *King Drug Co. of Florence, Inc. v. Cephalon, Inc.*, No. 2:06-cv-1797 (E.D. Pa. Oct. 19, 2015) (\$512 million cash settlement in antitrust case alleging delayed generic entry of narcolepsy drug Provigil).

7. *The National Law Journal*, which recognizes a select group of law firms each year that have done “exemplary, cutting-edge work on the plaintiffs side,” has selected Berger Montague in 11 out of the last fourteen years (2003-05, 2007-13, 2015-16) for its “Hot List” of top plaintiffs’ oriented litigation firms in the United States. The firm has also achieved the highest possible rating by its peers and opponents as reported in Martindale-Hubbell.

8. In 2009, The Public Justice Foundation awarded its prestigious Trial Lawyer of the Year Award to Berger Montague attorneys in the *Rocky Flats* mass tort/environmental class action, for their “long and hard-fought” trial victory against “formidable corporate and government defendants,” the second time Berger Montague has won this award.

9. Most recently, Berger Montague was honored as the top plaintiffs’ law firm in the Employment category by *The National Law Journal* at the “2015 Elite Trial Lawyer” awards.

10. In the field of consumer class actions, Berger Montague has secured substantial settlements. Examples of such settlements include: *In re TJX Cos. Retail Security Breach Litig.*, MDL No. 1838 (D. Mass.) (Berger Montague appointed co-lead

counsel in a consumer class action arising from what was then the largest data theft case in history and obtained a settlement valued at over **\$200 million**); *Casey v. Citibank, N.A.*, No. 5:12-cv-820 (N.D.N.Y.) (co-lead counsel on behalf of a nationwide class of consumers concerning lender-placed insurance obtained a settlement valued at over **\$122 million**); *In re Pet Foods Product Liab. Litig.*, MDL No. 1850 (D.N.J.) (Berger Montague appointed co-lead counsel in an MDL consumer class action concerning contaminated pet food and obtained a **\$24 million** settlement providing class members up to 100% of their economic damages); *Clements v. JPMorgan Chase Bank, N.A.*, No. 12-cv-2179 (N.D. Cal.) (Berger Montague served as co-lead counsel in flood insurance case and obtained a **\$22 million** cash settlement).

11. Berger Montague has an established practice group in automotive defect class actions and has served as class counsel or a steering committee member in class action settlements involving automotive defects on many occasions, including:

- *Batista v. Nissan North America, Inc.*, No. 1:14-cv-24728 (S.D. Fla.) (Berger Montague, as co-lead counsel, obtained a settlement of extended warranty for class vehicles in case alleging CVT transmission defect);
- *Davis v. General Motors LLC*, No. 8:17-cv-2431 (M.D. Fla. 2017) (as co-lead counsel, obtained settlement alleging defects in Cadillac SRX headlights allowing for headlight replacement and expense reimbursement);
- *In re Volkswagen and Audi Warranty Extension Litig.*, No. 07-md-01790-WGY (D. Mass.) (Berger Montague, as co-lead counsel, obtained a settlement that applied to 479,768 vehicles; allegations were that the 1.8 liter turbo-charged engines in Audi vehicles from the 1997 to 2004 model years and Volkswagen Passat vehicles from the 1998 to 2004 model years were unusually prone to the formation of oil sludge and coking deposits);
- *Yaeger, et al. v. Subaru of America, Inc., et al.*, No. 14-4490 (JBS/KMW)

(D. NJ) (class action settlement providing oil consumption testing, certain repairs and replacements of engine components, reimbursements for certain past expenses including for excess oil consumption, and warranty extension to cover repairs and replacements of parts necessary to address the oil consumption problem in certain Subaru vehicles);

- *Alex Soto and Vince Eagen, et al. v. American Honda Motor Co., Inc.*, No. 3:12-cv-1377-SI (N.D. Cal.) (Berger Montague obtained a settlement valued over \$40 million that provided reimbursements for engine misfire repairs and extension of the Powertrain Limited Warranty of each Settlement Class Vehicle to cover engine misfire until eight (8) years after the original sale or lease of each Settlement Class Vehicle with no mileage limitation);
- *Burgo v. Volkswagen of America, Inc. d/b/a Audi of America, Inc.*, No. HUD-L-2392-01 (N.J. Super. Ct.) (Berger Montague, as co-lead counsel on behalf of a nationwide class, alleged that defendants' tires were defective, and obtained a class settlement providing reimbursements for tires and replacement of tires); and
- *Parker v. American Isuzu Motors, Inc.*, Sept. Term 2003, No. 3476 (Ct. Com. Pleas, Phila. Cty.) (Berger Montague, as lead counsel, obtained a settlement providing class members up to \$500 each for economic damages due to faulty brakes).

12. Berger Montague's hourly rates for work on automotive defect cases and other product defect class actions are consistent with rates that have been judicially approved by numerous federal district courts. *See, e.g., MacDonald v. Ford Motor Co.*, No. 13-02988-JST, 2016 WL 3055643 (N.D. Cal. May 31, 2016) (approving rates of \$370 to \$695 action in an automotive defect case for the same attorneys at Capstone working on this); *Klee v. Nissan N. Am., Inc.*, 2015 U.S. Dist. LEXIS 88270, \*38 (C.D.



Cal. July 7, 2015) (approving rates of \$370 to \$695 for same attorneys at Capstone as here in an automotive defect case); Asghari v. Volkswagen Grp. of Am., Inc., No. CV1302529MMMVBKX, 2015 WL 12732462, at \*43 (C.D. Cal. May 29, 2015) (same); Aarons v. BMW of N. Am., LLC, No. CV 11-7667 PSG CWX, 2014 WL 4090564, at \*\*17-18 (C.D. Cal. Apr. 29, 2014), *objections overruled*, No. CV 11-7667 PSG CWX, 2014 WL 4090512 (C.D. Cal. June 20, 2014).

13. Berger Montague's hourly rates are also consistent with the judicially-approved hourly rates of comparable plaintiffs'-side attorneys, which rates are set forth in the Declaration of Ryan H. Wu, filed contemporaneously herewith.

#### **COSTS ADVANCED BY BERGER MONTAGUE TO CLASS MEMBERS**

14. Berger Montague incurred and advanced a total of \$52,662.02 in costs and expenses—costs that would be normally billed to a fee-paying client—consisting of the following based on information provided to me:

<b>Cost &amp; Expense Categories</b>	<b>Amount</b>
Telephone	<b>\$198.35</b>
Travel	<b>\$15,565.78</b>
Reproduction costs	<b>\$793.50</b>
Reproduction costs: Print	<b>\$365.00</b>
Reproduction costs: Scans	<b>\$15.65</b>
Color Prints	<b>\$166.80</b>
Convert To Tiff	<b>\$73.83</b>
OCR	<b>\$24.61</b>
Hosting	<b>\$23,036.93</b>
Transcripts	<b>\$487.95</b>
Postage	<b>\$11.23</b>
Filing & Misc. Fees	<b>\$1,711.60</b>
Computer Research	<b>\$2,326.67</b>
Delivery & freight	<b>\$546.16</b>
VeloBind	<b>\$3.00</b>
DVD/CD Burns	<b>\$80.00</b>
Docusign	<b>\$4.96</b>
Mediation Fees	<b>\$7,250.00</b>
<b>TOTAL</b>	<b>\$52,662.02</b>

**CONTRIBUTIONS OF NAMED PLAINTIFFS**

15. The requested service awards for Berger Montague's clients, \$5,000, each, to Joshua Bruno, Jamie Porterfield and Jason Porterfield, are reasonable and appropriate. These Named Plaintiffs in *Cusick v. Ford Motor Company*, Case No. 2:15-cv-08831-AB (C.D. Cal.), filed on November 12, 2015, are entitled to class representative payments for their time and effort to support a case in which they had a modest personal interest but which provided considerable benefits to Class Members—a commitment undertaken without any guarantee of a financial award. Each of these Named Plaintiffs provided documents to, and consulted with, counsel about the claims in this case, and assisted throughout the course of the litigation. Each Plaintiff reviewed the allegations of the *Cusick* Complaint and First Amended Complaint, kept in constant contact with counsel regarding the status of the case, and responded to inquiries regarding Ford and Ford dealers' efforts to remedy the problem. These Plaintiffs have also stayed abreast of Settlement negotiations, reviewed the Settlement terms, and approved the Settlement on behalf of the Class.

Dated: January 24, 2020

Philadelphia, Pennsylvania

/s/ Russell D. Paul

Russell D. Paul

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9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION  
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12 OMAR VARGAS, ROBERT  
13 BERTONE, MICHELLE HARRIS,  
14 and SHARON HEBERLING  
individually, and on behalf of a class  
of similarly situated individuals,

15 Plaintiffs,

16 v.

17 FORD MOTOR COMPANY,

18 Defendant  
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Case No. CV12-08388 AB (FFMx)  
Hon. Judge André Birotte Jr.  
Crt Rm No. 790

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS**

CASE NO CV12-08388 AB (FFMx)

**ORDER**

On February 28, 2020, at 10:00 a.m., this Court conducted a hearing on Plaintiffs’ Renewed Motion for Attorneys’ Fees, Costs, and Service Awards. Having carefully considered the papers, evidence, and arguments presented by the parties, the Court finds and orders as follows:

1. Plaintiffs have entered into a proposed Settlement Agreement with Defendant Ford Motor Company (“Ford”) that has been preliminarily approved by separate order as fair, adequate, and reasonable to the certified Settlement Class.<sup>1</sup> Plaintiffs now seek entry of an order for attorneys’ fees, costs, and service awards. Following an appeal and mandate from the circuit court, Plaintiffs, Ford, and former objectors Brenda Lott, Suzanne Lutz, Carlie Olivant, Gail Slomine, and Philip Woloszyn (the “Lott Group”), and James “Jason” DeBolt, participated in arm’s-length negotiations and reached a settlement memorialized in the Amendment. The Settlement Agreement and Amendment together shall be referred to as the “Amended Settlement” or “Amended Settlement Agreement.”

2. The Court exercises diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332. Accordingly, Plaintiffs’ right to an award of attorneys’ fees and costs as well as the method of calculating the amount of that award is governed by California law. *Mangold v. California Public Utilities Commission*, 67 F.3d 1470, 1478 (9th Cir. 1985).

3. The Court finds that Plaintiffs are the prevailing party, having achieved a Settlement that provides substantial relief and benefits for Class Members. Plaintiffs are therefore entitled to an award of attorneys’ fees and costs under California law.

<sup>1</sup> All capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement, which was filed with the Court on March 24, 2017 (Dkt. 121-1), and modified by the Amendment, which was filed with the Court on January 24, 2020, and is incorporated by reference.

1           4.     The Court applies the lodestar/multiplier method to calculate the  
2 appropriate attorneys' fees to be awarded to Plaintiffs. Under this method, the  
3 Court first determines the lodestar by multiplying the number of hours  
4 reasonably spent by Class Counsel by reasonable hourly rates. The Court then  
5 may apply a multiplier to the lodestar.

6           5.     The Court has reviewed Plaintiffs' submissions and finds that Class  
7 Counsel's time was reasonably spent and that their hourly rates are  
8 commensurate with the hourly prevailing rates for private attorneys in the  
9 community conducting class action litigation. Multiplying the documented hours  
10 reasonably spent by Class Counsel litigating this case by their hourly rates, the  
11 Court finds that the lodestar for Class Counsel, \$10,541,276.65, is reasonable for  
12 the services rendered over seven years of litigation and appeal in a case  
13 involving nearly 2 million Class Members.

14           6.     The Court finds that, due to the excellent results achieved and the  
15 contingent risk borne by Class Counsel, the application of a positive multiplier is  
16 reasonable and appropriate. However, Class Counsel's lodestar of \$  
17 \$10,541,276.65 exceeds the requested fee amount of \$8,474,031.63,  
18 necessitating the application of a negative multiplier of 0.8. The presence of a  
19 negative multiplier further supports the reasonableness of the fee request under  
20 the lodestar method.

21           7.     The Court further finds that the requested fee amount of  
22 \$8,474,031.63 is reasonable as a percentage of the benefits conferred by the  
23 Amended Settlement. Although the relief offered by the Amended Settlement  
24 cannot be valued with precision as the claims are ongoing (and will go on for  
25 years), Plaintiff has provided documentation that Ford has already paid  
26 \$47,477,327.41 to resolve claims for Repurchase submitted between October  
27 2017 and December 31, 2019 under the Settlement. As part of the Amended  
28 Settlement, Ford has agreed to a guaranteed minimum payment for the cash

1 payments portion of the Settlement. Thus, the ascertainable numbers provided  
 2 the Amended Settlement comprise: \$47.4 million in benefits already paid, the  
 3 \$30,000,000 guaranteed minimum established by the Amendment, and the  
 4 \$8,856,600 million in attorneys' fees and costs. Added together, the Amended  
 5 Settlement has established \$85.85 million in ascertainable minimum value.  
 6 Plaintiffs' attorneys' fee and costs request of \$8,856,600 represents 10.2% of the  
 7 \$86.25 million in ascertainable benefits, which is well below the Ninth Circuit's  
 8 benchmark percentage of 25%. The percentage method supports the  
 9 reasonableness of Plaintiffs' attorneys' fees request.

10 8. Federal Rule of Civil Procedure 54 governs the determination of  
 11 costs and expenses in a diversity action in federal court. *Aceves v. Allstate Ins.*  
 12 *Co.*, 68 F.3d 1160, 1167 (9th Cir. 1995). The Court has reviewed the evidence  
 13 of Class Counsel's costs and expenses and concludes that they were reasonably  
 14 necessary to the conduct of the litigation and are the type of expenses that firms  
 15 ordinarily bill to a paying client. The Court therefore awards Class Counsel their  
 16 requested costs and expenses in the sum of \$382,468.37.

17 9. For services rendered on behalf of the Settlement Class, the Court  
 18 hereby awards service awards of: \$10,000 to Plaintiff Omar Vargas; \$7,500 each  
 19 to Plaintiffs Michelle Harris, Sharon Heberling, and Robert Bertone; \$5,000 to  
 20 Andrea and Kevin Klipfel, Joshua Bruno, Maureen Cusick, Eric Dufour, Abigail  
 21 Fisher, Christi Groshong, Virginia Otte, Tonya Patze, Jamie Porterfield, Jason  
 22 Porterfield, Lindsay Schmidt, Patricia Schwenker and Patricia Soltesiz; and  
 23 \$1,000 to each Class Representative in *Anderson v. Ford Motor Co.*, No. 1:15-  
 24 cv-01632 (N.D. Ill.).

25 10. The Court hereby **GRANTS** Plaintiffs' motion for attorney fees,  
 26 costs and service awards as stated above and orders Defendant to pay Class  
 27 Counsel the total fees award of \$8,474,031.63 and reimbursable expenses of \$  
 28 \$382,468.37. Defendant shall also pay service awards ranging from \$1,000 to



1 \$10,000 to each of the Named Plaintiffs.

2  
3 **IT IS SO ORDERED.**

4  
5 Dated: \_\_\_\_\_

\_\_\_\_\_  
6 Hon. André Birotte, Jr.  
7 U.S. District Judge  
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**Capstone Law APC**  
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Telephone: (310) 556-4811  
Facsimile: (310) 943-0396

Attorneys for Plaintiffs and Class Members

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

OMAR VARGAS, ROBERT BERTONE,  
MICHELLE HARRIS, and SHARON  
HEBERLING individually, and on behalf of  
a class of similarly situated individuals,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant

Case No. CV12-08388 AB (FFMx)

**The Hon. André Birotte Jr.**

**PROOF OF SERVICE RE  
RENEWED MOTION FOR  
ATTORNEYS' FEES, COSTS,  
AND SERVICE AWARDS**

Date: February 28, 2020  
Time: 10:00 a.m.  
Place: Courtroom 7B

**CERTIFICATE OF SERVICE**

UNITED STATES DISTRICT COURT )  
 )  
 CENTRAL DISTRICT OF CALIFORNIA )

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1840 Century Park East, Suite 450, Los Angeles, California 90067.

On January 24, 2020 I served the documents described as:

1. **PLAINTIFFS' NOTICE OF MOTION AND RENEWED MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF;**
2. **DECLARATION OF RYAN H. WU IN SUPPORT OF PLAINTIFFS' RENEWED MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS;**
3. **DECLARATION OF RUSSELL D. PAUL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS;**
4. **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS; and**
5. **PROOF OF SERVICE**

on the interested parties in this action by sending on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **VIA CM/ECF:** I hereby certify that this document was served via the USDC CM/ECF on the parties Notice of this filing was served by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. I certify that the parties or their counsel are registered as ECF filers and that they will be served by the CM/ECF system.

**PROOF OF SERVICE**

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**BY PERSONAL SERVICE:** I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s).  
**BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.  
**(FEDERAL)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.  
**(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Executed this 24<sup>th</sup> of January 2020 at Los Angeles, California.

/s/ Maria Olmos  
\_\_\_\_\_  
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\_\_\_\_\_

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