

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

PATRICIA WECKWERTH, PATRICIA CRUZ,
MICHELLE FALK, CYNTHIA GARRISON,
INDHU JAYAVELU, MICHAEL KNOTTS,
WALDO LEYVA, AMANDA MACRI,
DANIELLE TROTTER, and PAMELA
PRITCHETT, individually, and on behalf of a class
of similarly situated individuals,

PLAINTIFFS,

v.

NISSAN NORTH AMERICA, INC.

DEFENDANT.

Case No. 3:18-cv-00588

Judge William L. Campbell, Jr.
Magistrate Judge Alistair E. Newbern

**DECLARATION OF CODY R. PADGETT IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE
AWARDS**

I, Cody Padgett, hereby declare as follows:

1. I am counsel for Plaintiffs and the Settlement Class. I respectfully submit this declaration in further support of the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Service Awards.

2. I am an attorney at Capstone Law APC ("Capstone"), one of the counsel of record for Plaintiffs in the above-captioned action. I am duly licensed to practice before all courts of the State of California and am admitted *pro hac vice* to practice before this Court. Unless context indicates otherwise, I have personal knowledge of the matters stated herein and, if called upon, could and would competently testify to them.

Background

3. Capstone, with co-counsel, represents Plaintiffs Patricia Weckwerth, Patricia Cruz, Michelle Falk, Cynthia Garrison, Indhu Jayavelu, Waldo Leyva, Amanda Macri, and Danielle Trotter, who along with Plaintiffs Michael Knotts and Pamela Pritchett, asserted claims in separate, but related, class actions against Nissan stemming from the design and manufacture of the allegedly defective CVT in the Class Vehicles. These actions are: (1) *Falk v. Nissan North America, Inc.*, No. 4:17-cv-04871 (N.D. Cal.); (2) *Pamela Pritchett, et al. v. Nissan North America, Inc.*, No. 2:17-cv-00736 (M.D. Ala); (3) *Knotts v. Nissan North America, Inc.*, No. 17-cv-05049 (D. Minn.); and (4) *Norman v. Nissan North America, Inc. and Nissan Motor Co., Ltd.*, No. 3:18-cv-00588 (M.D. Tenn.) (collectively, “Nissan CVT Litigation”).

4. The named Plaintiffs in the Nissan CVT Litigation were added to the instant Norman case, No. 3:18-cv-00588 for settlement approval via the First Amended Complaint on June 4, 2019. ECF No. 68.

Nissan Sentra Actions – Falk and Leyva

5. On August 22, 2017, Plaintiffs Michelle Falk, Indhu Jayavelu, Patricia L. Cruz, Danielle Trotter, and Amanda Macri (on behalf of proposed statewide classes in California, Ohio, New York, Colorado, and Illinois, respectively, and a proposed nationwide class) (collectively, “Falk Plaintiffs”) filed the *Falk v. Nissan North America, Inc.*, action in the United States District Court for the Northern District of California on August 22, 2017.

6. On September 22, 2017, Plaintiff Waldo Leyva filed *the Leyva v. Nissan North America, Inc.*, Case No. 5:17-cv-01870 FMO, in the United States District Court for the Central District California.

7. On August 22, 2017, Nissan moved to dismiss the *Falk* action. In response, the *Falk* Plaintiffs filed a First Amended Complaint on September 28, 2017, adding a sixth named plaintiff,

Cynthia Garrison, and a proposed Massachusetts sub-class. On October 26, 2017, Nissan filed a motion to dismiss some, but not all, of the *Falk* Plaintiffs' fifteen causes of action. Specifically, Nissan did not move to dismiss Plaintiffs Falk's and Garrison's breach of implied warranty claims under California and Massachusetts law, Plaintiff Falk's California consumer protection claims, and Plaintiff Macri's Illinois consumer protection claims.

8. The *Falk* Plaintiffs pressed discovery while the first Motion to Dismiss was pending. On February 23, 2018, they served fifty-three Requests for Production seeking emails among Nissan employees, emails between Nissan North America and Nissan Japan, and emails between Nissan and its transmission supplier, JATCO, regarding transmission issues that Nissan identified and memorialized in its TSBs. Nissan served its responses on May 2, 2018. On May 25, 2018, Nissan served Plaintiffs Macri, Garrison, Trotter, Jayavelu, Falk, and Cruz with forty-two Requests for Production and eighteen interrogatories, each. The Plaintiffs served their responses on August 24, 2018.

9. Following full briefing and argument by the parties, the court denied, in part, Nissan's motion to dismiss on May 26, 2018. Specifically, the court denied Nissan's motion to dismiss the *Falk* Plaintiffs' express and implied warranty claims and Magnuson-Moss Warranty Act claims. The court granted Nissan's motion to dismiss Plaintiff Macri's implied warranty claim under Illinois law and Plaintiff Jayavelu's implied warranty claim under Ohio law. The court also denied Nissan's motion to dismiss Plaintiffs' state consumer protection statute claims, except Plaintiff Jayavelu's Ohio Consumer Sales Practices Act claim. Finally, the court denied Nissan's motion to dismiss the *Falk* Plaintiffs' claims for declaratory relief but granted its motion to dismiss their unjust enrichment claims and claims for equitable relief.

10. On June 6, 2016, the *Falk* Plaintiffs filed their Second Amended Complaint adding Plaintiff Leyva of the *Leyva v. Nissan North America, Inc.* action, Case No. 5:17-cv-01870-FMO. Mr.

Leyva voluntarily dismissed that action to join the *Falk* case, following an agreement between the plaintiffs in both cases to minimize duplication of expense and effort. The Second Amended Complaint also included amended allegations for Plaintiff Jayavelu's Ohio Consumer Sales Practices Act and implied warranty claims.

11. On July 6, 2018, Nissan filed a motion to dismiss the SAC. That motion was fully-briefed by the parties when the settlement was negotiated.

Nissan Versa Action – Norman v. Nissan

12. On June 26, 2018, Plaintiffs Cheyne Norman, Patricia Weckwerth, and Sophia Wescott filed the *Norman v Nissan North America, Inc.*, action, Case No. 3:18-cv-00588, in the Middle District of Tennessee on behalf of themselves and other persons who purchased or leased any 2013-2017 Nissan Versa, Versa Note or Juke equipped with an Xtronic CVT. The Parties negotiated a discovery and tolling agreement whereby Nissan Japan agreed to be subject to discovery in exchange for a dismissal without prejudice.

13. After entering into a stipulation setting a briefing schedule and extending the deadline for Defendant to respond, Nissan filed its motion to dismiss Plaintiffs' complaint on August 29, 2018. The Norman Plaintiffs filed their opposition on September 27, 2018, and Nissan filed its reply on October 18, 2018. The motion was under submission when the parties negotiated this settlement.

14. The parties had also engaged in discovery prior to reaching a settlement in this action. On September 12, 2018, the Norman Plaintiffs served Plaintiffs' First Request for Production of Documents, to which Defendant Nissan responded on November 12, 2018. Defendant Nissan produced thousands of pages of documents in response, including more than 10,000 pages of confidential documents.

15. On October 16, 2018, Defendant Nissan propounded its First Set of Interrogatories and First Set of Requests for Production to each of Plaintiff Sophia Wescott, Cheyne Norman and Patricia

Weckwerth. Plaintiffs responded to each of these requests on December 7, 2018.

16. Both before and after these actions were filed, Plaintiffs thoroughly investigated and researched their claims, which allowed Plaintiffs' Counsel to better evaluate Nissan's representations and omissions concerning the functioning of the CVTs. Among other tasks, Plaintiffs fielded inquiries from putative Class Members and investigated many of their reported claims. Plaintiffs also researched publicly available materials and information provided by the National Highway Traffic Safety Administration ("NHTSA") concerning consumer complaints about the CVTs. They reviewed and researched consumer complaints and discussions of Transmission problems in articles and forums online, in addition to various documents and technical service bulletins ("TSBs") discussing the alleged defect. They also conducted research into the various causes of action and other similar automotive actions.

17. Finally, over the course of litigation, Plaintiffs responded to Class Members who contacted Plaintiffs' Counsel to report problems with their Class Vehicles and seek relief. Plaintiffs' Counsel also conducted detailed interviews with Class Members regarding their pre-purchase research, their purchasing decisions, and their repair histories, and developed a plan for litigation and settlement based in part on Class Members' reported experiences with their Class Vehicles and with Nissan dealers.

Mediations, Settlement, and Motion for Preliminary Approval of the Settlement

18. Following the above motion practice and the exchange of thousands of pages of documents and data, counsel for Plaintiffs and Defendant in the *Falk* case met in December 2018 to discuss settlement and agreed to try to mediate this case as well as claims in related cases concerning Nissan's CVT transmissions.

19. On February 19, 2019, counsel for Plaintiffs and Defendant participated in an all-day mediation before Mr. Hunter R. Hughes III, an experienced mediator, in Atlanta, Georgia, to explore resolution of claims pertaining to the Nissan Juke, Versa, and Sentra vehicles.

20. Although the Parties did not settle at the first mediation session, the Parties continued their settlement negotiations telephonically with the assistance of the mediator.

21. On April 9, 2019, the Parties conducted a second in-person all-day face-to-face negotiation in Chicago, Illinois. At the close of this second session, the Parties had agreed on the principal terms of the relief to the proposed settlement class. Later in April, further evolution of the settlement terms took place in conjunction with the negotiations of the related cases concerning Nissan Altima's CVT transmissions before mediator Hughes in Atlanta, Georgia. After the Parties had agreed on the framework and material terms for settlement in Chicago, they began negotiating through telephonic conferences, via email, and with the assistance of Mr. Hughes, and ultimately agreed upon appropriate requests for service awards and Plaintiffs' attorneys' fees and expenses.

22. In May 2019, the Parties finally were able to document the formal terms of their agreement to resolve the litigation. All of the terms of the Settlement are the result of extensive, adversarial, and arms' length negotiations between experienced counsel for both sides.

23. Plaintiffs Patricia Weckwerth, Patricia Cruz, Michelle Falk, Cynthia Garrison, Indhu Jayavelu, Waldo Leyva, Amanda Macri, and Danielle Trotter were informed and engaged throughout the mediation and settlement process.

24. On June 6, 2019, Class Counsel filed Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and supporting documentation, including the executed Settlement Agreement, which summarized the material terms of the Settlement Agreement, including the benefits to the settlement class, attorneys' fees and expenses, class representative service awards, releases of claims, the details of the plan for notifying the Class Members, and the legal standards and argument requesting the Court's preliminary approval of the parties' Settlement Agreement. ECF No. 71, 74-2. The motion for preliminary approval was also supported by declarations of counsel (Cody Padgett (Capstone), Lawrence

Deutsch (Berger), Gary Mason (WBM), Taylor C. Bartlett (Heninger Garrison Davis LLC), Melissa Weiner (Pearson, Simon & Warshaw, LLP), Natalie Finkelman (Shepherd, Finkelman, Miller & Shah, LLP)); a declaration of a representative of the proposed Claims Administrator, Carla Peak for KCC, LLC; and other relevant records and filings.¹

25. On June 21, 2019, this Court directed the Parties to file a joint supplemental brief to clarify, *inter alia*, a reasonable estimate of the value of the settlement benefits to the Settlement Class to assist the Court in evaluating the reasonableness of the requested amount of attorneys' fees. ECF No. 95. In response, the Parties submitted a joint supplemental brief wherein Plaintiffs stated that Plaintiffs' expert, Lee M. Bowron, ACAS, MAAA, conservatively estimated minimum retail value to the Settlement Class of the extended warranty and reimbursement coverage provided for by the Settlement to be \$407,122,000. ECF No. 101, p. 12.

26. On July 16, 2019, the Court granted Plaintiffs' Unopposed Motion for Preliminary Approval. ECF No. 102.

Motion for Final Approval of the Settlement Agreement

27. Class Counsel prepared their Motion for Attorneys' Fees, Costs, and Service Awards and their Motion for Final Approval of Class Settlement supported with law and Class Counsel's Declarations, all of which are being filed concurrently with this Declaration. Class Counsel also must prepare for and attend the Court's final approval and fairness hearing, scheduled for March 6, 2020. ECF No. 111. Class Counsel will expend additional hours to guide the settlement after final approval, including oversight of the settlement administration process.

¹ On June 19, 2019, Berger, Capstone, WBM, and counsel for Nissan filed a joint status report and motion for stay of all proceedings in the *Falk* case to inform that court of Plaintiffs' preliminary approval of the Settlement to which Plaintiffs Nguyen and Park are parties. *Falk*, ECF No. 31].

Settlement Benefits and Recognition of Difficulties Associated with Litigation

28. My colleagues and I have been responsible for the prosecution of this Action and for the negotiation of the Settlement Agreement. We have vigorously represented the interests of the Class Members throughout the course of the litigation and settlement negotiations.

29. The Settlement is an excellent result as it provides the Settlement Class with meaningful relief, including an extended two-year/24,000 mile warranty, full or partial reimbursement for prior repairs, as well as additional terms to protect Class Members.

30. Plaintiffs remain convinced their case has merit but recognize the substantial risk that comes along with continued litigation. Based on their investigation and confirmatory discovery, Plaintiffs' Counsel believe they could obtain class certification, defeat all dispositive motions filed by Defendant, and proceed to trial on the merits. However, this Settlement proposed is an excellent result for Class Members, given the relevant relief provided as compared to the risks of litigation.

Capstone Law APC Adequacy and Experience

31. Based on information and belief, Capstone is one of California's largest plaintiff-only labor and consumer law firms. With over twenty seasoned attorneys, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

32. Short biographies summarizing my experience and that of other attorneys at Capstone are set forth in the firm resume attached as Exhibit 1. Also set forth in the firm resume are Capstone's accomplishments since its creation in 2012.

33. Based on information and belief, Capstone, as lead or co-lead counsel, has obtained final approval of sixty class actions valued at over \$100 million dollars. Recognized for its active class action practice and cutting-edge appellate work, Capstone's recent accomplishments have included three of its attorneys being honored as California Lawyer's Attorneys of the Year ("CLAY") in the employment

practice area for 2014 for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014).

34. Based on information and belief, Capstone has an established practice in automotive defect class actions and has obtained final approval of numerous class action settlements providing relief to owners/lessees the last five years. *See Falco v. Nissan N. Am. Inc.*, No. 13-00686-DDP (C.D. Cal. July 16, 2018), Dkt. No. 341 (finally approving settlement after certifying class alleging timing chain defect on contested motion); *Vargas v. Ford Motor Co.*, No. CV12-08388 AB (FFMX), 2017 WL 4766677 (C.D. Cal. Oct. 18, 2017) (finally approving class action settlement involving transmission defects for 1.8 million class vehicles); *Batista v. Nissan N.Am., Inc.*, No. 14-24728-RNS (S.D. Fla. June 29, 2017), Dkt. 191 (finally approving class action settlement alleging CVT defect); *Chan v. Porsche Cars N.A., Inc.*, No. 15-02106-CCC (D. N.J. Oct. 6, 2017), Dkt. 65 (finally 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, 2015 WL 12732462 (C.D. Cal. May 29, 2015) (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).

**Class Counsel and Plaintiffs Have Invested Significant Time in the Prosecution in this
Action and are Adequate Representatives of the Settlement Class**

35. Throughout the course of investigation, pleadings, mediation, and filing of the Settlement Agreement with the Court, Capstone’s attorneys have devoted significant time and resources to the investigation, development, and resolution of this case.

36. The following chart identifies the attorneys who worked on this matter, their positions, hours worked, hourly rate, and corresponding fee:

Lawyer	Title	CA Bar Yr.	Rate	Hours	Fees
Jordan Lurie	Fmr. Of Counsel	1987	\$775	142.9	\$110,747.50
Raul Perez	Partner	1994	\$775	138.1	\$107,027.50
Mark Ozzello	Senior Counsel	1984	\$775	28	\$21,700.00
Ryan Wu	Partner	2002	\$675	26.7	\$18,022.50
Tarek Zohdy	Senior Counsel	2006	\$575	372.4	\$214,130.00
Theresa Carroll	Senior Counsel	1995	\$545	177.4	\$96,683.00
Jamie Greene	Partner	2007	\$545	51.1	\$27,849.50
Eduardo Santos	Senior Counsel	2007	\$545	37	\$20,165.00
Karen Wallace	Fmr. Associate	2010	\$445	61.6	\$27,412.00
Cody Padgett	Associate	2011	\$420	505.4	\$212,268.00
Jordan Carlson	Fmr. Associate	2013	\$345	208.8	\$72,036.00
Total				1749.4	\$928,041.00

37. Capstone’s hourly rates for work on automotive defect cases 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 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.

38. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years, including this judicial district. *See, e.g., Brown v. Harris v. Mr. C Manager LLC*, No. CIV DS1721484 (San Bernardino County Superior Court Aug. 21, 2019) (approving Capstone's rates for Associates (\$295 to \$434) and Senior Counsel/Partners (\$495 to \$725)); *Black v. T-Mobile USA, Inc.*, No. 4:17-cv-04151-HSG (N.D. Cal. July 24, 2019) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Rodas v. Petroleum Sales, Inc.*, No. CIV1703590 (Marin County Superior Court July 19, 2019) (approving Capstone's rates for Associates (\$395 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Aguilar v. Marriott Int'l, Inc.*, No. BC513197 (Los Angeles County Superior Court Apr. 9, 2019) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Garrido v. J. C. Penney Corporation, Inc.*, No. 5:18-cv-02051-JVS-SP (C.D. Cal. Jan. 25, 2019) (approving Capstone's rates for Associates (\$435 to \$455) and Senior Counsel/Partners (\$495 to \$725)); *Boseman v. VXI Global Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3, 2019) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Mansilla v. XPO Logistics Worldwide, Inc.*, No. RG17865271 (Alameda County Superior Court Nov. 16, 2018) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Carbajal v. Tom's Famous Family Restaurants*, No. CIVDS1601821 (San Bernardino County Superior Court July 31, 2018) (approving Capstone's rates for Associates (\$295 to \$395) and Senior Counsel/Partners (\$495 to \$725)); *Williams v. Marshalls of CA, LLC*, No. BC503806 (Los Angeles County Superior Court Feb. 15, 2018) (approving Capstone's rates for Associates and Senior Counsel/Partners (\$570 to \$725)).

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

(approving hourly rates of \$650 an hour for partner services and \$500 an hour for associate attorney services).

40. The work performed in this case was reasonable and necessary to the prosecution and settlement of this case. Capstone conducted a significant factual investigation during the prosecution of this action. Because of Capstone's comprehensive evaluation of the facts and law, Plaintiffs were able to settle this case for substantial relief. Plaintiffs provided Class Members with substantive and certain relief much sooner than if litigation of this matter had continued.

41. Class Counsel have minimized duplication of services by coordinating work among all counsel. Where multiple attorneys participated, joint participation was necessary because of time constraints, the complexity of the problems, or for effective, efficient communication among several firms essential for informed, group decision-making.

42. We participated in this case on a contingency fee basis which involved risk of not prevailing and therefore not being paid for our work. On the other hand, we also understood that the law would compensate us for such risk if we prevailed. We could not take such a risk without assurances of adequate compensation for favorable results for the Settlement Class. Moreover, while we anticipated the lengthy, intensive, and protracted litigation track which transpired, the time and resources dedicated to this case prevented our firm from taking and working on other matters.

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43. Capstone has expended \$31,981.79 in unreimbursed expenses which were reasonable and necessarily for the prosecution of this case. These expenses which are accurately reflected in our firm's books and records, include following:

Cost and Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$494.75
Court Fees, Courier Fees, Filings & Service of Process	\$2,632.63
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$115.67
Expert & Consulting Services	\$4,898.08
Investigation Services	\$5.00
Mediation Fees	\$4,191.00
Postage & Mailings	\$4,604.01
Research Services (PACER, Westlaw, etc.)	\$1,331.00
Telephone (Long distance, conference calls, etc.)	\$165.01
Travel-Related Costs and Expenses	\$13,544.64
Total	\$31,981.79

44. Plaintiffs Patricia Weckwerth, Patricia Cruz, Michelle Falk, Cynthia Garrison, Indhu Jayavelu, Waldo Leyva, Amanda Macri, and Danielle Trotter made substantial contributions to the litigation, including sharing their experiences and evidence with Capstone and co-counsel, reviewing pleadings, assisting counsel in fact investigation necessary to develop the case and negotiate settlement terms, making their vehicles available for testing and inspection, and working with counsel to preserve evidence. Based upon the plaintiff(s) efforts and results achieved for the settlement class, service awards of \$5,000, each, are warranted.

45. Plaintiffs Patricia Weckwerth, Patricia Cruz, Michelle Falk, Cynthia Garrison, Indhu Jayavelu, Waldo Leyva, Amanda Macri, and Danielle Trotter reviewed and agreed to the terms of the Settlement before it was executed.

46. Capstone is not representing clients with interests at odds with the interests of the Class Members.


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

Conclusion

47. As a result of this litigation, all current and former owners receive substantial benefits and received notice of a remedy for the alleged CVT defect and judder condition. Based on my experience, the Settlement is fair, reasonable, and adequate, and treats all Class Members equitably. I ask that the Court approve the Settlement achieved on behalf of the Settlement Class resulting from this hard-fought and technical litigation.

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

Dated: January 24, 2020


Cody K. Padgett
