

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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BRANDON KOMMER on behalf of himself  
and all others similarly situated,

Plaintiff,

-against-

FORD MOTOR COMPANY,

Defendant.

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: Civil Action No.: 17-cv-296 LEK/DJS  
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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR AN  
AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND PAYMENT OF  
AN INCENTIVE AWARD TO THE CLASS REPRESENTATIVE**

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**TABLE OF CONTENTS**

Preliminary Statement.....1

I. PROCEDURAL BACKGROUND.....2

II. THE SETTLEMENT.....6

III. ARGUMENT.....10

A. The Proposed Fee Request Is Fair And Reasonable.....10

1. The Legal Standard for Fee Awards in this Circuit.....10

a. The Time and Labor Expended by Counsel.....13

b. The Magnitude and Complexities of the Litigation.....14

c. The Risks of the Litigation.....18

d. The Quality of Representation.....20

e. The Requested Fee in Relation to the Settlement.....21

f. Reaction of the Class.....24

g. Public Policy Considerations.....24

h. Class Counsel’s Fee Request is Reasonable When “Cross-Checked” Against Class Counsel’s Lodestar.....25

B. The Court Should Grant Class Counsel’s Request for Reimbursement of Expenses.....27

C. The Court Should Approve the Requested Service Award to the Named Class Representative.....28

CONCLUSION.....30

**TABLE OF AUTHORITIES**

	<b>Page(s)</b>
<b>Cases</b>	
<i>In re American Bank Note Holographics</i> , 127 F. Supp. 2d 418 (S.D.N.Y. 2001).....	12
<i>Asare v. Change Grp. N.Y., Inc.</i> , 2013 WL 6144764 .....	18
<i>Becher v. Long Island Lighting Co.</i> , 64 F. Supp. 2d 174 (E.D.N.Y. 1999) .....	23
<i>Beckman v. KeyBank, N.A.</i> , 293 F.R.D. 467 (S.D.N.Y. 2013) .....	28
<i>Bellifemine v. Sanofi-Aventis U.S., LLC</i> , 2010 U.S. Dist. LEXIS 79679 (S.D.N.Y. Aug. 6, 2010).....	11
<i>Blessing v. Sirius XM Radio, Inc.</i> , 507 F. App'x 1 (2nd Cir. 2012) .....	12
<i>Strougo ex rel. Brazilian Equity Fund, Inc. v. Bassini</i> , 258 F. Supp. 2d 554 (S.D.N.Y. 2003).....	23
<i>Central States Southeast &amp; Southwest Areas Health &amp; Welfare Fund v. Merck- Medco Managed Care, LLC</i> , 504 F.3d 229 (2nd Cir. 2007).....	12
<i>Cholakyan v. Mercedes-Benz USA, LLC</i> , 281 F.R.D. 534 (C.D. Cal. 2012).....	19
<i>Comcast Corp. v. Behrend</i> . 569 U.S. 27 (2013).....	19
<i>CourAcevedo v. Workfit Med. LLC</i> , 187 F. Supp. 3d 370 (W.D.N.Y. 2016).....	23
<i>Daigle v. Ford Motor Co.</i> , 2012 WL 3113854 (D. Minn. July 31, 2012) .....	19
<i>deMunecas v. Bold Food, LLC</i> , 2010 WL 3322580 (S.D.N.Y. Aug. 23, 2010).....	23, 25

*Dornberger v. Metro. Life Ins. Co.*,  
203 F.R.D. 118 (S.D.N.Y. 2001) .....30

*Edwards v. N. Am. Power & Gas*,  
LLC, 2018 WL 3715273 (D. Conn. Aug. 3, 2018).....19, 25

*Ellman v. Grandma Lee’s, Inc.*,  
1986 WL 53400 (E.D.N.Y. May 28, 1986) .....25, 26

*In re EVCI Career Colleges Holding Corp. Sec. Litig.*,  
No. 05 Civ. 10240 (CM), 2007 WL 2230177 (S.D.N.Y. July 27, 2007).....26

*Farbotko v. Clinton Cty.*,  
433 F. 3d 204 (2nd Cir. 2005).....27

*Fleisher v. Phoenix Life Ins. Co.*,  
2015 WL 10847814 (S.D.N.Y. Sept. 9, 2015).....26

*In re Ford Motor Co. E-350 Van Prods. Liab. Litig.*,  
2012 WL 379944 (D.N.J. Feb. 6, 2012) .....19

*Fox v. Vice*,  
563 U.S. 826 (2011).....11

*Frank v. Eastman Kodak Co.*,  
228 F.R.D. 174 (W.D.N.Y. 2005).....23

*Fresno County Emples. Ret. Ass’n v. Isaacson*,  
925 F.3d 63 (2nd Cir. 2019).....12

*Gisbrecht v. Barnhart*,  
535 U.S. 789 (2002).....11

*In re Glob. Crossing Sec. & ERISA Litig.*,  
225 F.R.D. 436 (S.D.N.Y. 2004) .....20

*Goldberger v. Integrated Resources, Inc.*,  
209 F.3d 43 (2nd Cir. 2000)..... *passim*

*Gross v. Wash. Mut. Bank, F.A.*,  
2006 U.S. Dist. LEXIS 16975 (E.D.N.Y. Feb. 9, 2006).....29

*Hensley v. Eckherhard*,  
461 U.S. 424 (1983).....11

*Ingram v. Coca-Cola Co.*,  
200 F.R.D. 685,694 (N.D. Ga. 2001).....29

*Jermyn v. Best Buy Stores, L.P.*,  
2012 WL 250544 (S.D.N.Y. Jun. 27, 2012) .....26, 27

*Karic v. Major Auto Cos.*,  
2016 U.S. Dist. LEXIS 57752 (E.D.N.Y. Apr. 27, 2016) .....29

*Kemp-Delisser v. Saint Francis Hosp. & Med. Ctr.*,  
2016 WL 6542707 (D. Conn. Nov. 3, 2016) .....14, 18

*Kiefer v. Morton Foods LLC*,  
2014 WL 3882504 (D. Conn. Jul. 31, 2014) .....23

*Larson v. Sprint Nextel Corp.*,  
2010 U.S. Dist. LEXIS 320 (D.N.J. Jan. 15, 2010) .....24

*LeBlanc-Sternberg v. Fletcher*,  
143 F.3d 748 (2nd Cir. 1998).....27

*Luppino v. Mercedes Benz USA*,  
718 F. App'x 143 (3rd Cir. 2017).....19

*Malchman v. Davis*,  
761 F.2d 893 (2nd Cir. 1985).....11

*Maley v. Del Global Techs. Corp.*,  
186 F. Supp. 2d 358 (S.D.N.Y. 2002).....23, 25, 26

*Missouri v. Jenkins*,  
491 U.S. 274 (1989).....27

*Morris v. Affinity Health Plan, Inc.*,  
859 F. Supp. 2d 611 (S.D.N.Y. 2012).....26

*Nat. Res. Def. Council, Inc. v. Fox*,  
2001 WL 815531 (S.D.N.Y. Jul. 19, 2001).....11

*Nguyen v. Nissan N. Am., Inc.*,  
2018 WL 1831857 (N.D. Cal. Apr. 9, 2018).....19

*Oscar v. BMW of N. Am., LLC*,  
2012 WL 2359964 (S.D.N.Y. Jun. 19, 2012) .....19

*Roberts v. Texaco, Inc.*,  
979 F. Supp. 185 (S.D.N.Y. 1997) .....29

*Seekamp v. It's Huge, Inc.*,  
2014 U.S. Dist. LEXIS 174657 (Dec. 18, 2014) (Kahn, J.) .....12, 13, 22

*In re Sony SXRDRear Projection TV Class Action*,  
2008 U.S. Dist. LEXIS (S.D.N.Y. May 1, 2008).....26

*Spann v. AOL Time Warner*,  
2005 WL 1330937 (S.D.N.Y. Jun. 7, 2005) .....25

*In re Sturm, Ruger & Co., Inc. Sec. Litig.*,  
2012 WL 3589610 (D. Conn. Aug. 20, 2012) .....26

*In re Telik, Inc. Sec. Litig.*,  
576 F. Supp. 2d 570 (S.D.N.Y. 2008).....26

*Thompson v. Metro Life Ins. Co.*,  
216 F.R.D. 55 (S.D.N.Y 2003) .....19

*Tomassini v. FCA US LLC*,  
326 F.R.D. 375 (N.D.N.Y. 2018) .....19

*Velez v. Novartis Pharms. Corp.*,  
2010 U.S. Dist. LEXIS 125945 (S.D.N.Y. Nov. 30, 2010) .....12, 23, 29

*Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*,  
396 F.3d 96 (2nd Cir. 2005).....13

*In re Warner Communications Sec. Litig.*,  
618 F. Supp. 735 (S.D.N.Y. 1985), *aff'd*, 798 F.2d 35 (2nd Cir. 1986).....22

*Warren v. Xerox Corp.*,  
2008 WL 4371367 (E.D.N.Y. Sept. 19, 2008) .....23

*Wright v. Stern*,  
553 F. Supp. 2d 337 (S.D.N.Y. 2008).....29

**Statutes**

NY Gen. Bus. L. §§ 349 and 350.....2, 3, 15, 18

Federal Rule of Civil Procedure 23(h).....10, 11, 27

### **Preliminary Statement**

After three and one-half years of hard-fought litigation, culminating in a nationwide, multi-million dollar resolution, Plaintiff now moves this Court to compensate Class Counsel for the successful result they achieved for Ford F-Series owners nationwide, in a matter counsel prosecuted on a fully contingent basis. Plaintiff also moves this Court to reimburse Class Counsel for their expenses incurred in litigating the action, and for a modest incentive award to Class Representative Brandon Kommer, who ably discharged his fiduciary duties to the Class throughout the litigation and remained intimately involved with its prosecution.

As the Court is aware, this action concerns Ford Motor Company's ("Ford's") F-Series line of trucks and its door latch mechanism's failure to latch during or after freezing temperatures. After repeatedly experiencing a frozen door latch in his Ford F-150 truck's doors, and frustrated by Ford's inability to provide him with a permanent fix, Plaintiff filed this consumer class action seeking to redress for himself, and other similarly situated consumers, the vehicle's defect. The parties' proposed resolution is the hallmark of a fair, adequate, and reasonable compromise of sharply disputed claims, in which each side has been capably represented by zealous, well-informed counsel.<sup>1</sup>

Through Class Counsel's efforts, the settlement represents a very favorable result for the Class. The settlement provides for a common fund of \$5.3 million fund from which: (i) consumers can recover their out-of-pocket costs associated with a door latch repair (up to \$600 per consumer); and (ii) consumers who have merely been dissatisfied with the door latch's

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<sup>1</sup> The Final Approval ("Fairness") Hearing is scheduled for December 2, 2020 at 10:30 a.m. In accordance with the Court's Preliminary Approval Order of May 4, 2020 [Dkt No. 58], the parties will be filing by November 18, 2020 (14 days prior to the Fairness Hearing) separate memoranda in support of Final Approval. This memorandum of law concerns Plaintiff's application for attorneys' fees and expenses, and a service award to Mr. Kommer.

performance (but who have not incurred any out-of-pocket costs) can recover up to \$10 per consumer. In addition, Ford has announced that it will continue to fix problematic door latches *at no cost* to consumers through October 31, 2028. And more importantly, unlike other “common fund” settlements in which unclaimed settlement proceeds revert to a Defendant, or are distributed to a *cy pres* recipient, here, *all* of the money in the settlement fund (apart from notice and administration costs, attorneys’ fees, and a proposed service award to Mr. Kommer) will be distributed to Class Members.

Plaintiff seeks an award of attorneys’ fees and reimbursement of incurred expenses in the combined amount of \$1.3 million, together with a service award to named plaintiff Brandon Kommer of \$7,500. Defendant Ford does not oppose the instant application.

**I. PROCEDURAL BACKGROUND**

Plaintiff filed his original Complaint against Ford on March 13, 2017, after having conducted a thorough investigation into the claims asserted. The extensive pre-complaint investigation included repeated discussions between Mr. Kommer and Class Counsel, reviews of his documents and videos, research into similar complaints by other owners of the vehicles, communications with other class members regarding their experiences with door latch failure in freezing conditions and Ford’s responses to their complaints, and research in the National Highway Traffic Safety Administration databases and other industry databases regarding the problem. The initial complaint alleged that under NY Gen. Bus. L. §§ 349 and 350, Ford affirmatively and by omission misrepresented the durability of its F-150 trucks in its advertisements. Plaintiff alleged a class action on behalf of himself and other New York purchasers or lessees of certain Ford F-150 series pickup trucks.



On April 12, 2017, Ford moved to dismiss the Complaint. The Court granted Ford's motion on July 28, 2017, and dismissed Plaintiff's affirmative misrepresentation claim with prejudice, but granted Plaintiff leave to amend his failure to disclose claim. [Dkt. No. 10].

Plaintiff filed his First Amended Complaint on August 8, 2017, again alleging violations of NY Gen. Bus. L. §§ 349 and 350 based on Ford's alleged failure to disclose to consumers that Plaintiff's F-150 model has defective door latches and locks that fail to latch or unlatch properly during or after freezing temperatures. On August 6, 2018, the Court denied Ford's motion to dismiss the First Amended Complaint, concluding that Mr. Kommer adequately alleged that the 2015 TSB creates a plausible inference that Ford, the TSB's author, knew of the defects in Plaintiff's F-150 when Mr. Kommer purchased the truck. [Dkt. No. 17].

Following the Court's denial of the motion to dismiss, Ford answered the complaint. The parties then met and conferred regarding case management and discovery issues, submitted a joint proposed case management schedule, and exchanged mandatory disclosures. The parties appeared before the Hon. Magistrate Daniel J. Stewart for the initial Rule 16 conference. Judge Stewart then entered a case management order, and the parties began an arduous discovery process. Both parties served document requests and interrogatories. The parties engaged in contentious discussions about the propriety of certain discovery demands and protracted negotiations about the terms of a protective order governing confidential information. After the parties responded to each other's discovery demands, they held protracted discussions about the completeness of certain discovery responses and the production of relevant documents. Prior to reaching the settlement agreement, the parties had substantially completed written discovery.

In total, the parties propounded and responded to written discovery demands, and produced in excess of 500,000 documents, along with initial disclosures and responses to

interrogatories. Class Counsel reviewed Ford's massive document production, and prepared to take depositions of key Ford employees in advance of the discovery cut-off. In addition, Plaintiff was deposed on October 22, 2019.

As deposition discovery was proceeding, the parties agreed to conduct mediation before a mutually acceptable mediator. The parties selected highly-regarded and experienced David Geronemus, Esq., under the auspices of JAMS, in New York City. Mr. Geronemus is widely recognized as one of the Country's most highly respected mediators, as reflected by his selection by multiple peer and professional advisory groups (including Chambers USA, Super Lawyers and Best Lawyers) for his excellence in alternative dispute resolution proceedings. The in-person mediation, attended by the clients and their attorneys, was held on November 26, 2019. At the end of a lengthy, arduous day of back-and-forth arm's length negotiations, ably assisted by Mediator Geronemus, the parties finally reached agreement on the key terms of this significant settlement.

Thus, after three years of contentious litigation, the parties agreed to settle this complex consumer class action on a nationwide basis. (In connection with doing so, Plaintiff filed a Second Amended Complaint to expand and define the scope of the settlement class to include each of the various Ford models that Plaintiff alleges is beset with an identical, common door latch defect). Plaintiff was prepared to litigate his claims through trial and appeal, and undertake further substantial discovery efforts against one of the world's largest automobile and truck manufacturers. Likewise, Ford was prepared to continue its aggressive defense against Plaintiff's claims at class certification and on the merits. Both parties, however, recognized the cost and risk of continuing litigation and the potential benefits of settlement, and after the

extended and intensive arm's-length mediation in New York City on November 26, 2019, the parties were able to agree on a resolution to this action.

The parties then diligently prepared the Stipulation and Agreement of Settlement ("Settlement Agreement" and "Settlement"), and exhibits (including the Long Form and Short Form notices to settlement class members), which the parties executed on March 5, 2020.

## **II. THE SETTLEMENT**

On May 4, 2020, the Court entered its Preliminary Approval Order, holding that "[t]he terms of the Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the Class Notice to the members of the Settlement Class." [Dkt. No. 58]. The benefits to Class Members of the Settlement are set forth at length in the motion papers submitted in support of the parties' motion for preliminary approval [Dkt. Nos. 53-56], and are summarized in the accompanying Declaration of Jeffrey I. Carton. Among its many benefits, the Settlement provides for Ford to pay a total of \$5,300,000 in cash to settle the Litigation.

## **III. ARGUMENT**

### **A. The Proposed Fee Request Is Fair And Reasonable.**

#### **1. The Legal Standard for Fee Awards in this Circuit.**

Federal Rule of Civil Procedure 23(h) expressly provides:

In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement.

F.R.C.P. 23(h). Rule 23(h), which became effective with the 2003 amendments to the Federal Rules of Civil Procedure, did not undertake to create a new basis for the award of attorney's fees and non-taxable costs in class actions, but instead, provides a more formalized format for the court and parties to follow. *See* Committee Notes on Rules - 2003 Amendments, F.R.C.P. 23(h).

The Supreme Court has repeatedly emphasized that the determination of fees "should not result

in a second major litigation.” *Fox v. Vice*, 563 U.S. 826, 838 (2011), quoting *Hensley v. Eckherhard*, 461 U.S. 424, 437 (1983). To avoid this untoward result, the parties themselves are encouraged to reach agreement on the amount of a fee. *See, e.g., Hensley*, 461 U.S. at 437 (“Ideally, ... litigants will settle the amount of a fee.”); *Gisbrecht v. Barnhart*, 535 U.S. 789, 801-02 (2002) (same); *see also Nat. Res. Def. Council, Inc. v. Fox*, 2001 WL 815531 at \*4 (S.D.N.Y. Jul. 19, 2001) (citing *Hensley*, and stating “[n]eedless to say, such an approach has been encouraged by and met with the approval of the courts). As the Second Circuit has noted, “with the increasingly heavy burden upon the courts, settlements of disputes must be encouraged. Absent special circumstances...the negotiation of attorney’s fees cannot be excluded from this principle.” *Malchman v. Davis*, 761 F.2d 893, 905 (2<sup>nd</sup> Cir. 1985); *Bellifemine v. Sanofi-Aventis U.S., LLC*, 2010 U.S. Dist. LEXIS 79679, at \*14-15 (S.D.N.Y. Aug. 6, 2010) (“An agreed upon award of attorneys’ fees and expenses is proper in a class action settlement, so long as the amount of the fee is reasonable under the circumstances.”).

In the instant case, the attorneys’ fee will be awarded by the Court, but will be paid out of the common fund created by Class Counsel’s efforts. Nonetheless, during the settlement negotiations – more specifically, at the conclusion of the mediation and only after the substantive terms of the settlement had been negotiated – the parties agreed that Class Counsel would apply for a combined fee and expense award of no more than \$1.3 million and Ford agreed not to contest Class Counsel’s application, provided that it does not exceed that amount. Significantly, in the instant case, the attorneys’ fees were not discussed at all until after the material terms of the settlement were already agreed upon by the parties. This is a factor which supports approval of the fee request. *See, e.g., Blessing v. Sirius XM Radio, Inc.*, 507 F. App’x 1, 4 (2<sup>nd</sup> Cir. 2012).

Federal courts have long recognized that a lawyer whose efforts create a common fund may recover a reasonable fee from the fund as a whole. *See Central States Southeast & Southwest Areas Health & Welfare Fund v. Merck-Medco Managed Care, LLC*, 504 F.3d 229, 249 (2<sup>nd</sup> Cir. 2007) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("under the 'equitable fund' doctrine, attorneys for the successful party may petition for a portion of the fund as compensation for their efforts); *Velez v. Novartis Pharms. Corp.*, 2010 U.S. Dist. LEXIS 125945 (S.D.N.Y. Nov. 30, 2010); *In re American Bank Note Holographics*, 127 F. Supp. 2d 418, 430 n.13 (S.D.N.Y. 2001). In the Second Circuit, the District Court is free to award attorneys' fees in a common fund class action settlement to class counsel using either the lodestar method or by awarding a percentage of the common fund as the fee. *See, e.g., Seekamp v. It's Huge, Inc.*, 2014 U.S. Dist. LEXIS 174657, at \*3 (Dec. 18, 2014) (Kahn, J.) ("Courts may examine attorney's fees in class-action settlements based on either a lodestar calculation, which examines the hours worked and rates charged, or a percentage of the total class recovery," citing *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 121 (2<sup>nd</sup> Cir. 2005)).

The Second Circuit recommends that the District Court apply the alternative method as a cross-check to the fee awarded under the chosen method. *See, e.g., Fresno County Emples. Ret. Ass'n v. Isaacson*, 925 F.3d 63, 68 (2<sup>nd</sup> Cir. 2019) ("[A]n attorney seeking a fee after establishing a common fund will receive a fee calculated using either the lodestar method or a percentage-of-the-fee method, which can yield a fee that is less than, equal to, or greater than the lodestar fee."). In assessing the reasonableness of agreed fees in a common fund case, courts in this Circuit look to the factors laid out in *Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43 (2<sup>nd</sup> Cir. 2000). *See, e.g., Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 121-22 (2<sup>nd</sup> Cir. 2005); *Seekamp*, 2014 U.S. Dist. LEXIS 174657, at \*4.

The *Goldberger* factors are: (1) the time and labor expended by counsel; (2) the magnitude and complexities of the litigation; (3) the risk of the litigation; (4) the quality of the representation; (5) the requested fee in relation to the settlement; and (6) public policy considerations. *Goldberger*, 209 F.3d at 50. A review of the *Goldberger* factors plainly demonstrates that the requested award of \$1,300,000, inclusive of expenses, is fair and reasonable.

**a. The Time and Labor Expended by Counsel.**

The first *Goldberger* factor requires consideration of the time and labor expended by Class Counsel in the case. *Goldberger*, 209 F.3d at 50. This hard-fought litigation has lasted over three and one half years, and Class Counsel has spent very substantial time and resources litigating this matter to its successful settlement. This factor strongly supports approval of the fee request. As described above and in the accompanying Declaration of Jeffrey I. Carton, Class Counsel dedicated considerable time and effort in investigating the claims at issue; crafting the complaints; briefing Ford's motions to dismiss; propounding discovery requests; responding to Ford's discovery requests; reviewing the more than 500,000 pages of documents produced by Ford; preparing for depositions of Ford's witnesses; defending the Named Plaintiff's deposition; negotiating the settlement; and now, seeking approval of the settlement, while responding to class members' inquiries about the settlement. Class Counsel are very experienced practitioners in complex consumer class action litigation, and were able to work efficiently and to resolve the case shortly before the close of fact discovery. The extremely favorable resolution would not have been possible without the careful work expended by Class Counsel. In total, Class Counsel have expended over 1270 hours on this case through September 2020. Class Counsel are providing the Court herewith with their contemporaneous daily time records (redacted to

preserve attorney work product privilege) to assist the Court in determining the reasonableness of the time and labor they expended.

Indeed, even if the Court grants final approval of the Settlement, Class Counsel will continue to expend time and resources overseeing the Settlement administration, assisting class members, and tending to any other issues that may arise related to the Settlement. Class Counsel will not be seeking any *additional* compensation for such work. *See, e.g., Kemp-Delisser v. Saint Francis Hosp. & Med. Ctr.*, 2016 WL 6542707, at \*15 (D. Conn. Nov. 3, 2016) (“Class Counsel’s fee award will not only compensate them for time and effort already expended, but for time that they will be required to spend administering the settlement going forward,” quoting *deMunecas v. Bold Food, LLC*, 2010 WL 3322580, at \*10 (S.D.N.Y. Aug. 23, 2010)). In view of the time and labor expended on this case by Class Counsel to date, and the additional time that will be spent shepherding the administration of the Settlement (and safeguarding class members’ interests) in the future, the requested fee is fair and reasonable.

**b. The Magnitude and Complexities of the Litigation.**

The second *Goldberger* factor requires consideration of the magnitude and complexities Class Counsel faced in litigating this case. *Goldberger*, 209 F.3d at 50. This factor easily supports the approval of the fee request. By its very nature, automobile defect class action litigation presents complex factual and legal issues which must be skillfully litigated by Class Counsel in order to achieve a successful resolution for class members. The facts and legal issues in the instant class action were particularly challenging. First, the vehicle alleged to be defective – the Ford F-series pickup (in a variety of models and model years) – is an iconic American product, and has been the leading pickup truck sold in the United States for more than four decades. Accusing one of the world’s major automotive manufacturers of engaging in consumer



deception in a major class action lawsuit involving the most popular pickup truck ever made guarantees a hard-fought, complex litigation, and makes undertaking such a litigation against a well-funded adversary a risky proposition, fraught with uncertainty.

Indeed, right from the inception of the case, Ford mounted an aggressive defense, immediately filing a motion to dismiss the initial complaint for failure to state a claim. Ford successfully challenged Plaintiff's claim under Section 350 of the General Business Law for false advertising, convincing the Court that its advertising slogan "Ford Tough" amounted to inactionable "puffery," rather than an actionable misrepresentation of the vehicle's quality, notwithstanding the propensity of the door latches to become inoperable in temperatures below or at freezing temperatures. *See Kommer v. Ford Motor Co.*, 2017 U.S. Dist. LEXIS, 118335, at \*6-9. Moreover, the Court found that the initial complaint failed to allege that Plaintiff himself had suffered a cognizable injury – i.e., the failure of the door latch during freezing temperatures, which diminished the value of his vehicle. The Court dismissed the complaint with leave to replead, noting that if Plaintiff could allege that he had experienced the problems alleged, he might have a cognizable claim under Sections 349 and 350 of the General Business Law. *Id.* at \*13-14.

Plaintiff did, in fact, replead, alleging with great specificity his unsatisfactory experiences with frozen and inoperable door latches on his Ford F-150 pickup truck in his amended complaint. Yet, rather than answering, Ford filed a second motion to dismiss, requiring another full round of briefing. Ford challenged the amended complaint, contending that it failed to allege that Ford had "exclusive knowledge" of the defect when Plaintiff purchased his F-150 pickup truck and that requiring manufacturers to disclose all known product defects to prospective purchasers would impose too great a burden upon it. *See Kommer v. Ford Motor Co.*, 2018 U.S.



Dist. LEXIS 131449, at \*6-11 (N.D.N.Y. Aug. 6, 2018). The Court rejected Ford's arguments, and denied the motion to dismiss. The Court ruled that Plaintiff had plausibly pleaded that Ford had "exclusive knowledge" where it disclosed the defect only to its dealers in proprietary, non-public, technical service bulletins ("TSBs"), and that the law only required a manufacturer to disclose "material" defects, not "all known product defects," and thus, did not impose an onerous burden. *Id.* at \*8-11.

Once the amended complaint was sustained by the Court, the parties each promulgated extensive fact discovery. Before Ford would produce any documents, however, it insisted on negotiating a confidentiality order with particularly onerous terms. As a result, lengthy, complex negotiations were required before a stipulated confidentiality order could be presented to the Court. Negotiations about the scope of Ford's document production and Ford's discovery obligations were similarly intense and complicated, as were the discussions of the information Ford sought from the Named Plaintiff. In short, Ford mounted a vigorous defense at every juncture in the litigation. Ultimately, Ford produced upwards of 500,000 pages which Class Counsel reviewed for evidence in support of the action and in order to prepare for depositions. Class Counsel also had to respond to Ford's discovery requests and prepare and defend Mr. Kommer at his deposition.

Because of the challenge in obtaining certification of a national class, pursuant to claims brought under state consumer laws, Class Counsel initially brought the action only on behalf of a New York class under New York law. As the litigation progressed, Class Counsel were contacted by class members from other states who had experienced the identical problem of inoperative door latches on their Ford F-series pickup trucks during freezing temperatures. Class Counsel attempted a novel strategy of seeking to amend the complaint to add the claims of

additional plaintiffs from several states other than New York in this lawsuit in an effort to achieve judicial economy and avoid a multiplicity of state-specific class actions regarding the same defect in the Ford F-Series pickup trucks. Ford, however, opposed Plaintiff's motion to amend on jurisdictional grounds, arguing that this Court had no personal jurisdiction over non-New York resident claims against Ford for the door latch defect applying non-New York law. Following another full round of briefing, the Court denied Plaintiff's motion, agreeing with Ford. *See Kommer v. Ford Motor Co.*, 2019 U.S. Dist. LEXIS 115018 (N.D.N.Y. Jun. 19, 2019) (Stewart, M.J.).

The extensive and complicated motion practice underscores the magnitude and complexity of this significant class action litigation, as the parties expended considerable efforts advocating difficult, complex legal issues before the Court, and the Court itself expended a great deal of time analyzing these issues and crafting three opinions on the complaints alone. Moreover, shortly before the close of fact discovery, the parties agreed to mediate, seeking to resolve the action. The parties selected one of the foremost and "in demand" mediators in the country – David Geronemus, Esq., of JAMS – who ably assisted the parties in agreeing upon the terms of the Settlement during a lengthy full-day session held on November 26, 2019 in New York City. Significantly, the settlement provides relief to a *nationwide* class of current and former owners and lessees of certain Ford F-Series vehicles. The quality and scope of the proposed settlement reflects Class Counsel's ability to litigate difficult and complex issues successfully before this Court as well as Class Counsel's vigorous and effective prosecution of this important case.

**c. The Risks of the Litigation.**

The third *Goldberger* factor analyzes the risks of the litigation, and is “perhaps the foremost factor to be considered in determining the award of appropriate attorneys’ fees.” *Asare v. Change Grp. N.Y., Inc.*, 2013 WL 6144764, at \*20 (S.D.N.Y. Nov. 15, 2013 (internal quotation omitted). “After all, ‘despite the most vigorous and competent of efforts, success is never guaranteed.’” *Kemp-Delisser*, 2016 WL 6542707, at \*16 (quoting *Grinnell*, 495 F.2d 448, 471 (2<sup>nd</sup> Cir. 1974)). In considering the risk factor, “litigation risk must be measured as of when the case is filed.” *Goldberger*, 209 F.3d at 55. Viewed *ab initio*, the litigation risk undertaken by Class Counsel was tremendous. Ford, one of the world’s largest automotive manufacturers, is a deep-pocketed defendant with a well-earned reputation for fighting hard to defend itself when sued, especially in class action litigation. Class Counsel, who have decades of experience litigating class actions, knew full well that Ford would undoubtedly doggedly seek dismissal of the complaint, as it did, and indeed, Ford was successful in dismissing the affirmative misrepresentation claims under Sections 349 and 350 of the General Business Law as non-actionable “puffery” in the initial complaint with prejudice, and the remaining claims without prejudice and with leave to amend. As noted above, Plaintiff did replead, and successfully defeated Ford’s second motion to dismiss, allowing the action to proceed.

Class Counsel were confident in the underlying merits of the claims they alleged, and pressed on, notwithstanding that their allegations that the door latch mechanism is defective in freezing temperatures would have required complicated expert proof both on the engineering side and as to whether the defect is “material” to a consumer’s purchase decision. Reliance on expert testimony “often increases the risk that a jury may not find liability or would limit damages.” *Edwards v. N. Am. Power & Gas, LLC*, 2018 WL 3715273, at \*14 (D. Conn. Aug. 3,

2018); *Thompson v. Metro Life Ins. Co.*, 216 F.R.D. 55, 63 (S.D.N.Y. 2003) (“[T]his litigation would entail testimony by experts in regard to complex subject matter, which always adds an element of uncertainty as to the outcome.”). Substantial risks existed as to the existence and quantum of damages, particularly in light of Ford’s “voluntary recall” of many of the class vehicles to address door latch problems well after the litigation had commenced.

Plaintiff also faced major risks in securing certification of a nationwide class or statewide classes. As noted above, certification of a litigated nationwide consumer class of state law claims (as opposed to a settlement class) is exceptionally rare nowadays, and even with respect to a single state New York class, or several individual state classes, a “battle of the experts” would have ensued with respect to Plaintiff’s damages theories and methodologies under *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013).

The risks of securing and maintaining class status are also evidenced by the many decisions denying class certification in automobile defect cases. *See, e.g., Luppino v. Mercedes Benz USA*, 718 F. App’x 143, 148 (3<sup>rd</sup> Cir. 2017); *Tomassini v. FCA US LLC*, 326 F.R.D. 375, 391 (N.D.N.Y. 2018); *Oscar v. BMW of N. Am., LLC*, 2012 WL 2359964 (S.D.N.Y. Jun. 19, 2012); *Nguyen v. Nissan N. Am., Inc.*, 2018 WL 1831857 (N.D. Cal. Apr. 9, 2018); *Daigle v. Ford Motor Co.*, 2012 WL 3113854 (D. Minn. July 31, 2012); *Cholakyan v. Mercedes-Benz USA, LLC*, 281 F.R.D. 534 (C.D. Cal. 2012); *In re Ford Motor Co. E-350 Van Prods. Liab. Litig.*, 2012 WL 379944 (D.N.J. Feb. 6, 2012). Furthermore, even if a nationwide class or any state-wide classes were to be certified, they are subject to decertification, and even after class certification, Ford would have continued to contest Plaintiff’s claims zealously through summary judgment, trial, and appeal.

With full knowledge of these inherent risks, Class Counsel accepted this case on a fully contingent basis, and chose to file and litigate this matter against a most formidable defendant and its well-funded and well-staffed defense counsel team, which ultimately grew to three major defense firms. Because Class Counsel undertook the tremendous risks of this litigation, with no guarantee of any compensation, this risk factor is easily satisfied and strongly supports Class Counsel's fee request.

**d. The Quality of Representation.**

The fourth *Goldberger* factor calls for an analysis of the quality of the representation provided by Class Counsel in this litigation. *Goldberger*, 209 F.3d at 50. “[T]he quality of the representation is best measured by the results.” *Id.* at 55. Here, the excellent results achieved for the benefit of the class exemplify the outstanding representation Class Counsel provided the class and amply satisfy this factor. As a threshold matter, Class Counsel who worked on this case are accomplished class action litigators with decades of cutting edge class action litigation experience. Class Counsel have been recognized by both federal and state courts across the country as being highly skilled and experienced in complex litigation, including successfully leading many consumer class actions involving deceptive business practices and false advertising. Class Counsel have repeatedly garnered outstanding results for the classes they have represented. *See* Firm Resume of Denlea & Carton LLP attached to Carton Decl. as Exhibit B.

The quality of Class Counsel's representation is also evident when considering the equally high-quality defense firms against whom they successfully litigated this case. *In re Glob. Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 467 (S.D.N.Y. 2004) (noting that “the quality of opposing counsel is also important in evaluating the quality of plaintiffs' counsels' work”) (citation omitted). From the outset of the litigation, Ford has been represented by two

prominent firms, Aaronson Rappaport Feinstein & Deutsch, LLP and McGuire Woods LLP, and during the settlement negotiations, Ford also brought in its national class action settlement counsel, O'Melveny & Myers. Ford, of course, utilized its own large and sophisticated internal legal department as well. Class Counsel possesses and utilized the necessary skills to provide able legal services to the class, leading to the favorable settlement at hand. Class Counsel's ability to achieve this outstanding settlement for the class members in the face of all the risks and complexity described above speaks volumes concerning the high quality of Class Counsel's representation of the class.

**e. The Requested Fee in Relation to the Settlement.**

This factor requires the Court to compare the requested fee to the benefits to class members provided by the Settlement. *Goldberger*, 209 F.3d at 50. The Settlement is, for the most part, a "common fund" settlement. Under the Settlement Agreement, Ford has funded a \$5.3 million Qualified Settlement Fund which, upon final approval of the settlement, shall be drawn upon to pay the costs of class notice and administration, a lump sum payment of attorneys' fees and expenses to Class Counsel as awarded by the Court, a service award to the Named Plaintiff, as awarded by the Court, and class members' claims paid out according to the distribution plan described in the Long Form Class Notice and in the Settlement Agreement. Most importantly, no monies in the Qualified Settlement Fund will revert to Ford once the Settlement receives final court approval. All monies, after payment of notice and administration costs, the award to Class Counsel, and any service award to the Named Plaintiff, will be distributed to class members. What this means is that the minimum monetary value of the Settlement is easily determined to be \$5.3 million.

The settlement also provides for a formal, robust and more widespread dissemination of the very lengthy warranty extension Ford is now providing for covered vehicles experiencing the door latch problem; an extension until October 31, 2028. Although Ford instituted this warranty extension prior to the settlement negotiations with Class Counsel, the Court should nonetheless be aware that Ford did not create the extended warranty until after this class action litigation had commenced.

Class Counsel's combined fee and expense request is \$1.3 million. Class Counsel's expenses comprise just a very modest portion of the request – approximately \$13,000. In the context of a common fund settlement, this *Goldberger* factor is used to assess the percentage of the common fund that the class should pay to Class Counsel, as a matter of equity, to compensate Class Counsel for the benefits Class Counsel obtained for the class as a whole. Here, the \$1.3 million fee and expense award requested represents only 24.5% of the common fund created by the Settlement. This amount is towards the low end of the range of fee awards in this Circuit with respect to common funds of this size. “Traditionally, courts in this Circuit and elsewhere have awarded fees in the 20%-50% range in class actions.” *In re Warner Communications Sec. Litig.*, 618 F. Supp. 735, 749 (S.D.N.Y. 1985), *aff'd*, 798 F.2d 35 (2<sup>nd</sup> Cir. 1986).

Indeed, in *Seekamp*, 2014 U.S. Dist. LEXIS 174657, at \*4, this Court approved a \$1.6 million fee, amounting to 45% of the common fund, noting “this high percentage was warranted both because procedurally it was negotiated separately from the class members’ recovery, and because the ‘sliding scale’ approach allows for higher percentage of fees of relative small recoveries.” (citations omitted). Common fund recoveries of one-third or higher have been routinely approved in class action cases within the Second Circuit. *See Novartis Pharms. Corp.*, 2010 U.S. Dist. LEXIS 125945, at \*58-59 (“[F]ederal courts have established that a standard fee



in complex class action cases like this one, where plaintiffs' counsel have achieved a good recovery for the class, ranges from 20 to 50 percent of the gross settlement benefit," which includes the value of both monetary and nonmonetary relief, and "[d]istrict courts in the Second Circuit routinely award attorneys' fees that are 30 percent or greater."); *Kiefer v. Morton Foods LLC*, 2014 WL 3882504, at \*8 (D. Conn. Jul. 31, 2014) ("Class Counsel's request for one-third of the Fund is reasonable and consistent with the norms of class litigation in this circuit.") (internal quotation omitted); *CourAcevedo v. Workfit Med. LLC*, 187 F. Supp. 3d 370, 382-83 (W.D.N.Y. 2016) (approving fee request of one third of total settlement fund); *deMunecas v. Bold Food, LLC*, 2010 WL 3322580, at \*19 (S.D.N.Y. Aug. 23, 2010) ("Class Counsel's request for 33 percent of the Fund is reasonable under the circumstances of this case and is consistent with the norms of class litigation in this circuit."); *Warren v. Xerox Corp.*, 2008 WL 4371367, at \*7 (E.D.N.Y. Sept. 19, 2008) (awarding class counsel attorneys' fees and expenses of \$4 million, which "constitutes approximately 33.33% of the total settlement, and is comparable to sums allowed in similar cases"); *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 189 (W.D.N.Y. 2005) (awarding 38.26% of common fund); *Strougo ex rel. Brazilian Equity Fund, Inc. v. Bassini*, 258 F. Supp. 2d 554, 262 (S.D.N.Y. 2003) (awarding 33 1/3% of common fund); *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 370 (S.D.N.Y. 2002) (awarding 33 1/3% of common fund); *Becher v. Long Island Lighting Co.*, 64 F. Supp. 2d 174, 182 (E.D.N.Y. 1999) (awarding 33 1/3% of common fund).

Class Counsel's efforts have created a Qualified Settlement Fund worth more than four times the requested fee and expense award. Moreover, the settlement provides for a formalized notice program widely available to owners and lessees of covered vehicles – and to Ford dealers – about the lengthy extended warranty applicable until October 31, 2028 for future repairs due to



door latch issues on the affected vehicles. Analysis under this *Goldberger* factor strongly supports approval of Class Counsel's request.

**f. Reaction of the Class.**

The short form class notice was mailed by first class mail to more than 3 million class members at their addresses identified by the fifty State and District of Columbia and territorial motor vehicle agencies. The November 2, 2020 deadline for class members to object or comment upon the Settlement and/or Class Counsel's request for attorneys' fees and expenses and the service award for the Named Plaintiff has not yet passed. To date, multiple class members have called (or emailed) to express their support for the settlement and only one ersatz "objection" has been filed by a purported class member who, in reality, requests exclusion from the class, and by excluding herself, loses any standing to object. *See, e.g., Larson v. Sprint Nextel Corp.*, 2010 U.S. Dist. LEXIS 320 (D.N.J. Jan. 15, 2010) (objectors seeking exclusion from the class are to be construed as requests to opt out). Until the November 2 deadline passes, it is premature to assess the reaction of the Class as a *Goldberger* factor, but early indications suggest an overwhelmingly positive response from Class Members.

**g. Public Policy Considerations.**

The final *Goldberger* factor analyzes public policy considerations when determining the fees to be awarded to Class Counsel. *Goldberger*, 209 F.3d at 50. Here, public policy strongly supports approval of Class Counsel's fee and expense request. Courts in the Second Circuit have routinely stressed the importance of reasonable fee awards in order to encourage private attorneys to bring class actions representing the public interest on a contingent fee basis. "Class Counsel's fees 'should reflect the important public policy of providing lawyers with sufficient incentive to bring common fund cases that serve the public interest.'" *Edwards*, 2018 WL

3715273, at \*15, quoting *In re Colgate-Palmolive Co. ERISA Litig.*, 36 F. Supp. 3d 344, 352 (S.D.N.Y. 2014); *deMunecas*, 2010 WL 3322580, at \*8 (“Where relatively small claims can only be prosecuted through aggregate litigation, and the law relies on prosecution by ‘private attorneys general,’ attorneys who fill the private attorney general role must be adequately compensated for their efforts.”) (internal citations omitted); *Maley*, 186 F. Supp. 2d at 373 (“Courts have recognized the importance that fair and reasonable fee awards have in encouraging private attorneys to prosecute class actions on a contingent basis ... on behalf of those who otherwise could not afford to prosecute.”); *Spann v. AOL Time Warner*, 2005 WL 1330937, at \*8 (S.D.N.Y. Jun. 7, 2005) (awarding 33 1/3% fee and noting that lawyers are unlikely to pursue this type of litigation “without resort to the class action device.”); *Ellman v. Grandma Lee’s, Inc.*, 1986 WL 53400, at \*9 (E.D.N.Y. May 28, 1986) (“To make certain that the public [interest] is represented by talented and experienced trial counsel, the remuneration should be both fair and rewarding.”). Thus, public policy supports the fee and expense award requested by Class Counsel.

**h. Class Counsel’s Fee Request is Reasonable When “Cross-Checked” Against Class Counsel’s Lodestar**

As discussed in subpart e above, Class Counsel’s fee and expense request comprises just 24.5% of the common fund created by the Settlement, a percentage well within the norm awarded by courts in this Circuit. Also noted above, courts in this Circuit are free to choose between using the percentage of recovery or the lodestar/multiplier approach when awarding fees in common fund cases. *See supra* at 12. Regardless of the chosen method, the court should apply the other method as a cross-check. *Id*; *see, e.g., In re Sony SXRDRear Projection TV Class Action*, 2008 U.S. Dist. LEXIS, at \*45 (S.D.N.Y. May 1, 2008); *Jermyn v. Best Buy Stores, L.P.*, 2012 WL 250544, at \*9 (S.D.N.Y. Jun. 27, 2012) (employing lodestar cross-check).

“Where [the lodestar method is] used as a mere cross-check, the hours documented by counsel need not be exhaustively scrutinized by the district court.” *In re Sturm, Ruger & Co., Inc. Sec. Litig.*, 2012 WL 3589610, at \*13 (D. Conn. Aug. 20, 2012) (internal citation omitted).

When courts employ the lodestar analysis to cross-check the reasonableness of the percentage of recovery award, Class Counsel often are entitled to a multiplier to compensate them for the risks they undertook in a contingency litigation:

‘Courts regularly award lodestar multipliers from 2 to 6 times lodestar’ in this Circuit, *Morris v. Affinity Health Plan, Inc.*, 859 F. Supp. 2d 611, 623-24 (S.D.N.Y. 2012), and have been known to award lodestar multipliers significantly greater than the 4.87 multiplier sought here. *See, e.g., Maley*, 186 F. Supp. 2d at 369 (awarding percentage method with cross-check multiplier of 4.65, which was ‘well within the range awarded by courts in this Circuit and courts throughout the country,’ and citing cases with a 7.7 multiplier and 5.5 multiplier); *see also In re Telik, Inc. Sec. Litig.*, 576 F. Supp. 2d 570, 590 (S.D.N.Y. 2008) (‘In contingent litigation, lodestar multiples of over 4 are routinely awarded by courts, including this Court’ (citing *Maley*); *In re EVCI Career Colleges Holding Corp. Sec. Litig.*, No. 05 Civ. 10240 (CM), 2007 WL 2230177, at \*17 n.7 (S.D.N.Y. July 27, 2007) (‘Lodestar multipliers of nearly 5 have been deemed ‘common’ by courts in this District.’). The multiplier is on the higher end, but that is entirely appropriate, given the fact that counsel were ready to go to trial when they settled. Class Counsel’s hourly rates are reasonable. The rates for Class Counsel who billed meaningful time to this case (ranging from \$225 to \$675 per hour) are comparable to peer plaintiffs and defense-side law firms litigating matters of similar magnitude.

*Fleisher v. Phoenix Life Ins. Co.*, 2015 WL 10847814, at \*18 (S.D.N.Y. Sept. 9, 2015)

Class Counsel’s lodestar – the hours reasonably billed to the case multiplied by Class Counsel’s reasonable hourly rates, *Goldberger*, 209 F.3d at 47 – amounts to approximately \$850,000 resulting from more than of 1270 hours devoting to prosecuting this matter.<sup>2</sup> Class

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<sup>2</sup> Class Counsel have used their current hourly billing rates in calculating their lodestar. The use of current billing rates has been approved by the Supreme Court and courts in the Second Circuit as appropriate in order to compensate counsel for the delay in receiving payment and for the loss of interest. *See, e.g., Missouri v. Jenkins*, 491 U.S. 274, 284 (1989); *Farbotko v. Clinton Cty.*, 433 F. 3d 204, 210 n. 11 (2<sup>nd</sup> Cir. 2005) (apply “current rather than historic hourly rates,” quoting *Gierlinger v. Gleason*, 160 F. 3d 858, 882 (2<sup>nd</sup> Cir. 1998); *LeBlanc-Sternberg v. Fletcher*, 143 F.3d 748 (2<sup>nd</sup> Cir. 1998) (“[C]urrent rates, rather than historical rates, should be applied in order to compensate for the delay in payment.”).

Counsel are providing the Court with their contemporaneous daily time entries (redacted to preserve attorney work product privilege) detailing the work and time spent prosecuting this action on behalf of the class. (See Carton Decl., Ex. "A") Thus, the Court will be able to satisfy itself that Class Counsel's time and effort on this litigation was reasonable. Class Counsel's requested fee award of \$1.3 million (including expenses) therefore yields a very modest lodestar multiplier of 1.5. The lodestar cross-check readily confirms that Class Counsel's fee request is fair and reasonable.

**B. The Court Should Grant Class Counsel's Request for Reimbursement of Expenses.**

Reimbursement of Class Counsel's reasonable and necessary expenses incurred in the prosecution of the litigation is expressly contemplated by Rule 23(h) of the Fed.R.Civ.P. Courts, as a matter of course, reimburse class counsel for their reasonable out of pocket expenses incurred during the litigation. *See, e.g., Jermyn*, 2012 WL 2505644 at \*9 ("Attorneys may be compensated for reasonable out-of-pocket expenses incurred and customarily charged to their clients, as long as they were incidental and necessary to the representation of those clients," quoting *Midland Raleigh-Durham v. Myers*, 840 F. Supp. 235, 239 (S.D.N.Y. 1993)). In this action, Class Counsel's expenses were relatively modest, consisting largely of their share of the mediator's fees. Class Counsel's expenses total approximately \$13,000, and all the expenses were reasonable and necessary to the prosecution of the action and represent standard litigation costs and expenses. Class Counsel are seeking a combined fee and expense award of \$1.3 million. Class Counsel's expenses are set forth in Exhibit "A" annexed to the Carton Declaration.

**C. The Court Should Approve the Requested Service Award to the Named Class Representative.**

Plaintiff requests that the Court approve a service award to Brandon Kommer, the Named Class Representative, in the amount of \$7,500. Service awards are routinely awarded to named class representatives in successful class actions to recognize them for their time expended and commitment shown in undertaking the important role as a fiduciary of the class. Such awards promote the important public policy of encouraging individuals to initiate and lead representative lawsuits. "Service awards are common in class action cases and serve to compensate plaintiffs for the time and effort expended in assisting the prosecution of the litigation, the risks incurred by becoming and continuing as a litigant, and any other burdens sustained by the plaintiffs." *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 483 (S.D.N.Y. 2013) (affirming service awards of \$7,500 and \$5,000, to be paid from settlement fund, for named plaintiffs in putative wage and hour class action).

The favorable results achieved by Class Counsel in this case would likely not have been possible without the effective assistance provided by Mr. Kommer. At the investigative stage, Mr. Kommer provided his detailed personal experiences with the inoperative door latches during freezing temperatures, including videotapes he took at the time of certain of the failures. He detailed his multiple efforts to have his local Ford dealers "fix" the problems, and provided his service call records. Mr. Kommer reviewed drafts of the important documents in the case, including, of course, the complaints, and he was kept fully updated on the progress of the litigation. Ford noticed Mr. Kommer's deposition, and he agreed to travel downstate from his home in Saratoga to White Plains where Ford conducted Mr. Kommer's deposition. During the settlement negotiations, Mr. Kommer again travelled to New York City and participated in the day-long mediation run by David Geronemus which resulted in the parties reaching agreement

on the terms of the Settlement. Mr. Kommer's participation in this class action litigation has been active throughout its pendency. He provided useful input, information, and assistance at every stage, and his service to the class well warrants a service award from this Court.

In this Circuit and in courts across the nation, incentive awards are customarily awarded by courts to named plaintiffs where their service on behalf of the class has benefitted the class. Incentive awards have been awarded to individual class members in a variety of contexts, including employment discrimination suits, antitrust cases and consumer fraud suits. *See Roberts v. Texaco, Inc.*, 979 F. Supp. 185 (S.D.N.Y. 1997) (awarding \$50,000.00 and \$85,000.00 to two of the named plaintiffs in a racial discrimination employment class action); *Wright v. Stern*, 553 F. Supp. 2d 337, 345 (S.D.N.Y. 2008) (approving \$50,000.00 awards to each of 11 named plaintiffs in employment discrimination action); *Ingram v. Coca-Cola Co.*, 200 F.R.D. 685,694 (N.D. Ga. 2001) (four representative plaintiffs awarded \$300,000 each in employment discrimination action); *Novartis*, 2010 U.S. Dist. LEXIS 125945, at 75 (awarding incentive awards ranging from \$175,000 to \$425,000 to each of 26 named plaintiffs in employment discrimination action).

Of course, most service awards in consumer and securities class actions are considerably more modest than those granted in employment discrimination class actions, and typically range between \$2,500 to \$25,000 or so, depending upon the named plaintiff's involvement and contribution. *See, e.g., Karic v. Major Auto Cos.*, 2016 U.S. Dist. LEXIS 57752 (E.D.N.Y. Apr. 27, 2016) (collecting cases in wage and hour class action, and noting awards between \$10,000 and \$40,000); *Gross v. Wash. Mut. Bank, F.A.*, 2006 U.S. Dist. LEXIS 16975 (E.D.N.Y. Feb. 9, 2006) (approving \$5,000 fee in Fair Debt Collection Practices Act case because "[t]his award is consistent with the range of awards made in favor of class representatives in similar cases."); *see*

*also Dornberger v. Metro. Life Ins. Co.*, 203 F.R.D. 118, 124 (S.D.N.Y. 2001) (approving award of \$10,000 for named plaintiff involved in a multi-million dollar settlement where she regularly communicated with the plaintiff class counsel, provided various documents and information material to the action, traveled to New York City for her deposition at her own cost, and contributed to the settlement of the action.). Here, Named Plaintiff Brandon Kommer's substantial contributions to the case and his dutiful discharge of his fiduciary duties to the class warrant a service award to him of \$7,500.

### **CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests that this Court should enter an Order (1) granting Class Counsel's application for an award of attorneys' fees and expenses in the amount of \$1.3 million; and (2) awarding Named Plaintiff Brandon Kommer a service award of \$7,500.

Dated: October 21, 2020  
White Plains, New York

By: /s/ Jeffrey I. Carton

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*Attorneys for Plaintiff  
Brandon Kommer and the Settlement  
Class*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was filed using this Court's CM/ECF notification service, which sent notification of such filing to all counsel of record on October 21, 2020.

/s/ Jeffrey I. Carton  
Jeffrey I. Carton



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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BRANDON KOMMER on behalf of himself  
and all others similarly situated,

Plaintiff,

-against-

FORD MOTOR COMPANY,

Defendant.

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**DECLARATION OF JEFFREY I. CARTON  
IN SUPPORT OF PLAINTIFF’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES,  
REIMBURSEMENT OF EXPENSES, AND PAYMENT OF AN INCENTIVE AWARD  
TO THE CLASS REPRESENTATIVE**

I, Jeffrey I. Carton, declare as follows:

1. I am a member of the law firm of Denlea & Carton LLP, Class Counsel in this Action. I respectfully submit this Declaration in support of Plaintiff Brandon Kommer’s motion for an award of attorneys’ fees and reimbursement of expenses to be paid to Class Counsel, and for an incentive award to be paid to Plaintiff Brandon Kommer as Class Representative. Defendant Ford Motor Company (“Ford”) does not oppose this application.

2. I make this Declaration based upon my personal knowledge and active involvement in the prosecution of this action over the past three and one-half years and a review of the files in my firm’s possession. If called to testify, I could and would competently testify as to the matters contained herein.

3. On or about May 4, 2020, the Court entered its Preliminary Approval Order, holding that “[t]he terms of the Settlement Agreement are sufficiently fair, reasonable and

adequate to allow dissemination of the Class Notice to the members of the Settlement Class.” [Dkt. No. 58] In anticipation of the Final Approval (“Fairness”) Hearing scheduled for December 2, 2020 at 10:30 am, and in accordance with the parties’ Settlement Agreement, Plaintiff seeks an award of attorney’s fees and reimbursement of expenses to Class Counsel in the aggregate amount of \$1.3 million, and an incentive (service) award of \$7,500 to Plaintiff Brandon Kommer.

### **AN OVERVIEW OF THE SETTLEMENT**

4. This action concerns Ford’s F-Series line of trucks and its door latch mechanism’s failure to latch during or after freezing temperatures. After repeatedly experiencing a frozen door latch in his Ford F-150 truck’s doors, and frustrated by Ford’s inability to provide him with a permanent fix, Plaintiff filed this consumer class action seeking to redress for himself, and other similarly situated consumers, the vehicle’s defect. The parties’ proposed resolution is the hallmark of a fair, adequate, and reasonable compromise of sharply disputed claims, in which each side has been capably represented by zealous, well-informed counsel. Through Class Counsel’s efforts, the settlement represents a very favorable result for the Class.

5. The settlement provides for a common fund of \$5.3 million from which: (i) consumers can recover their out-of-pocket costs associated with a door latch repair (up to \$600 per consumer); and (ii) consumers who have merely been dissatisfied with the door latch’s performance (but who have not incurred any out-of-pocket costs) can recover up to \$10 per consumer. In addition, Ford has announced that it will continue to fix problematic door latches *at no cost* to consumers through October 31, 2028. And more importantly, unlike other “common fund” settlements in which unclaimed settlement proceeds revert to a Defendant, or are distributed to a *cy pres* recipient, here, *all* of the money in the settlement fund (apart from

notice and administration costs, attorneys' fees, and a proposed service award to Mr. Kommer) will be distributed to class members.

### **PROCEDURAL HISTORY OF THE LITIGATION**

6. Plaintiff filed his original Complaint against Ford on March 13, 2017, after having conducted a thorough investigation into the claims asserted. The extensive pre-complaint investigation included repeated discussions with Mr. Kommer, reviews of his documents and videos, research into similar complaints by other owners of the vehicles, communications with other class members regarding their experiences with door latch failure in freezing conditions and Ford's responses to their complaints, and research in the National Highway Traffic Safety Administration databases and other industry databases regarding the problem. The initial complaint alleged that under NY Gen. Bus. L. §§ 349 and 350, Ford affirmatively and by omission misrepresented the durability of its F-150 trucks in its advertisements. Plaintiff alleged a class action on behalf of himself and other New York purchasers or lessees of certain Ford F-150 series pickup trucks.

7. On April 12, 2017, Ford moved to dismiss the Complaint. The Court granted Ford's motion on July 28, 2017, and dismissed Plaintiff's affirmative misrepresentation claim with prejudice, but granted Plaintiff leave to amend his failure to disclose claim. *See Kommer v. Ford Motor Co.*, 2017 U.S. Dist. LEXIS, 118335, 1:17-CV-296(LEK)(DJS) (N.D.N.Y. Jul. 28, 2017).

8. Plaintiff filed his First Amended Complaint on August 8, 2017, again alleging violations of NY Gen. Bus. L. §§ 349 and 350. Specifically, Mr. Kommer contended that Ford failed to disclose to consumers that Plaintiff's F-150 model has defective door latches and locks that fail to latch or unlatch properly during or after freezing temperatures. Plaintiff's First

Amended Complaint alleged that Ford issued to its dealers a series of internal, proprietary Technical Service Bulletins (“TSBs”), describing the problem of “inoperative door latches during or after freezing temperatures” and proposing a potential remedy for the defect. These TSBs established that Ford was aware of the defect but failed to disclose it to current, former, or potential owners, purchasers, or lessees of these F-150 vehicles. The First Amended Complaint also alleged that a series of Safety Recalls and Customer Satisfaction Programs initiated by Ford demonstrated its awareness of the problem and its inability to provide a meaningful fix.

9. On September 13, 2017, Ford moved to dismiss the First Amended Complaint on the basis that (i) Plaintiff had not adequately alleged that Ford knew of the defect when he bought his truck; and (ii) manufacturers should not have to disclose every potential defect to consumers at the point of sale. On August 6, 2018, the Court denied Ford’s motion, concluding that Mr. Kommer adequately alleged that the 2015 TSB creates a plausible inference that Ford, the TSB’s author, knew of the defects in Plaintiff’s F-150 when Mr. Kommer purchased the truck. *See Kommer v. Ford Motor Co.*, 2018 U.S. Dist. LEXIS 131499, 1:17-CV-296(LEK)(DJS) (N.D.N.Y. Aug. 6, 2018). The Court further concluded that Plaintiff had plausibly pled that Ford had exclusive knowledge about the door lock and latch defects, which were only disclosed to Ford dealerships and not to anyone outside the company. Finally, the Court rejected Ford’s arguments that disclosing the door lock and latch defects would be unreasonably onerous and ineffective and that the need for disclosure was obviated by Ford’s warranty agreement. *Id.*

10. Following the Court’s denial of the motion to dismiss, Ford answered the complaint. The parties then met and conferred regarding case management and discovery issues, submitted a joint proposed case management schedule, and exchanged mandatory disclosures.

The parties appeared before the Hon. Magistrate Daniel J. Stewart for the initial Rule 16 conference. Judge Stewart then entered a case management order, and the parties began an arduous discovery process. Both parties served document requests and interrogatories. The parties engaged in contentious discussions about the propriety of certain discovery demands and protracted negotiations about the terms of a protective order governing confidential information. After the parties responded to each other's discovery demands, they held protracted discussions about the completeness of certain discovery responses and the production of relevant documents. Prior to reaching the settlement agreement, the parties had substantially completed written discovery.

11. To date, the parties have propounded and responded to written discovery demands, and have produced in excess of 500,000 documents, along with initial disclosures and responses to interrogatories. Class Counsel reviewed Ford's massive document production, and prepared to take depositions of key Ford employees in advance of the discovery cut-off. In addition, Plaintiff was deposed on October 22, 2019.

12. Besides discovery, the parties engaged in other motion practice. On March 27, 2019, Plaintiff filed a motion seeking leave to file a second amended complaint proposing to add four additional plaintiffs who purchased Ford F-150 vehicles and experienced the same frozen door latch defects as Plaintiff Kommer. The motion sought to add claims under Indiana, Pennsylvania, Ohio, and Arkansas consumer law. Ford objected to the motion on the ground that this Court lacked personal jurisdiction over Ford for the claims of those plaintiffs. On June 19, 2019, Magistrate Judge Stewart denied Plaintiff's motion, agreeing that the Court lacked personal jurisdiction over the claims which the new plaintiffs sought to assert in this action.

*Kommer v. Ford Motor Co.*, 2019 U.S. Dist. LEXIS 115018, 1:17-CV-296(LEK)(DJS) (N.D.N.Y. Jun. 19, 2019).

13. As deposition discovery was proceeding, the parties agreed to conduct mediation before a mutually acceptable mediator. The parties selected highly-regarded and experienced David Geronemus, Esq., under the auspices of JAMS, in New York City. Mr. Geronemus is widely recognized as one of the Country's most highly respected mediators, as reflected by his selection by multiple peer and professional advisory groups (including Chambers USA, Super Lawyers and Best Lawyers) for his excellence in alternative dispute resolution proceedings. The in-person mediation, attended by the clients and their attorneys, was held on November 26, 2019. At the end of a lengthy, arduous day of back-and-forth arm's length negotiations, ably assisted by Mediator Geronemus, the parties finally reached agreement on the key terms of this significant settlement.

14. Thus, after three years of contentious litigation, the parties agreed to settle this complex consumer class action on a nationwide basis. (In connection with doing so, Plaintiff filed a Second Amended Complaint to expand and define the scope of the settlement class to include each of the various Ford models that Plaintiff alleges is beset with an identical, common door latch defect). Plaintiff was prepared to litigate his claims through trial and appeal, and undertake further substantial discovery efforts against one of the world's largest automobile and truck manufacturers. Likewise, Ford was prepared to continue its aggressive defense against Plaintiff's claims at class certification and on the merits. Both parties, however, recognized the cost and risk of continuing litigation and the potential benefits of settlement, and after the extended and intensive arm's-length mediation in New York City on November 26, 2019, the parties were able to agree on a resolution to this action.

15. The parties then diligently prepared the Stipulation and Agreement of Settlement (“Settlement Agreement” and “Settlement”), and exhibits (including the Long Form and Short Form notices to settlement class members), which the parties executed on March 5, 2020.

### **THE SETTLEMENT**

16. Plaintiff and Defendant, by virtue of the foregoing, have conducted a thorough examination and investigation of the facts and law relating to the claims and defenses being prosecuted in this action. All of the terms of the Settlement Agreement are the result of extensive, adversarial, and arm’s-length negotiations between experienced counsel for both sides.

#### **A. Available Relief Under the Settlement and the Claims Process**

##### ***1. The Settlement Class and Class Vehicles***

17. As set forth in the Settlement Agreement, Plaintiff’s counsel and Defendants’ counsel negotiated a proposed Settlement Agreement that, if approved, will provide substantial benefits to the following Class:

All entities and natural persons in the United States (including its Territories and the District of Columbia) who currently own or lease (or who in the past owned or leased) a Class Vehicle (“Settlement Class”). Excluded from the Settlement Class are: (1) all federal judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons who delivered to Ford releases of all their claims; (3) Ford, its parents, subsidiaries, affiliates, officers, and directors; and (4) all entities and natural persons who submit a valid request for exclusion from the Settlement Class. “Class Vehicle(s)” means model year 2015-2018 Ford F-150 trucks and 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks sold or leased in the United States, as well as model year 2019 Ford F-150, F-250, F-350, F-450, and F-550 trucks sold or leased in the United States that were built at Ford’s Dearborn Assembly Plant before February 26, 2019, Ford’s Kansas City Assembly Plant before March 4, 2019, Ford’s Kentucky Assembly Plant before March 5, 2019, or Ford’s Ohio Assembly Plant before March 11, 2019.

18. Plaintiff alleges that each of the vehicles in the Settlement Class suffers from the same, common Door Latch defect such that there is a unity of interest and common nucleus of operative facts in aggregating these vehicles in a single settlement class.

**2. *The \$5,300,000 Settlement Fund***

19. The Settlement provides for Ford to pay a total of \$5,300,000 in cash to settle the Litigation. Ford will deposit the \$5,300,000 in cash into a Qualified Settlement Fund (“QSF”) which will fund the Settlement Fund. The Settlement Fund shall be used for the following purposes, as more fully described in the Settlement Agreement: (1) Reimbursement of Costs for Past Door Latch Repairs; (2) Reimbursement of Costs for Future Door Latch Repairs; (3) compensation for Dissatisfaction with Door Latch Performance; (4) Class Notice Costs; (5) Settlement Administration Costs; (6) residual payments to class members to the extent that there are residual amounts remaining; (7) Class Counsel’s fees and expenses; and (8) a Service Award for the Named Plaintiff.

**a. Reimbursement of Costs of Past Door Latch Repairs**

20. Some owners or lessees of Class Vehicles who have experienced door latch issues on their affected Ford trucks have brought them into authorized Ford dealerships for servicing and have had repairs made under Ford’s warranty programs at no direct cost to them for the repairs. In doing so, however, they may have incurred out-of-pocket towing charges or rental car charges in connection with those repairs. Likewise, other Settlement Class Members may have paid a service provider other than an authorized Ford dealer to perform a door latch repair, whether or not their Class Vehicles were or are still covered under a Ford warranty. The Settlement Agreement provides for reimbursement to such Settlement Class Members in connection with such repairs who provide adequate documentation of such costs in a properly



completed and timely claim filed with the Settlement Administrator. For a Settlement Class Member who has incurred such documented costs prior to the date of entry of the Preliminary Approval Order, that member may receive reimbursement of such out-of-pocket expenses, plus any associated rental car or towing charges, up to a maximum of \$400 for all such Door Latch Repairs on a Class Vehicle.

**b. Reimbursement of Costs of Future Door Latch Repairs**

21. The Settlement Agreement also provides opportunities to reimburse Settlement Class Members for out-of-pocket costs incurred in connection with future Door Latch Repairs. Settlement Class Members who, between the date of entry of the Preliminary Approval Order and one year thereafter, submit a timely, valid claim with supporting documentation showing they paid a service provider to perform one or more Door Latch Repairs to their Class Vehicle or paid out-of-pocket expenses for towing or a car rental in connection with a Door Latch Repair to their Class Vehicle may receive reimbursement up to a maximum of \$200 for all such Door Latch Repairs on their Class Vehicle. However, to be eligible for this reimbursement, Settlement Class Members must have first obtained a Door Latch Repair from an authorized Ford dealer under the most current Door Latch Service Program applicable to their Class Vehicle prior to obtaining the Door Latch Repair on which the claim for reimbursement is based. These programs provide a free repair under warranty through October 31, 2028, and this requirement is designed to ensure the Settlement Class Members obtain the most current repair for free before paying to obtain an additional repair.

**c. Compensation for Dissatisfaction with Door Latch Performance**

22. Settlement Class Members who timely submit a valid claim, attesting under penalty of perjury that prior to the date of entry of Preliminary Approval they experienced

dissatisfaction with Door Latch Performance, may receive a cash payment up to \$10.

Dissatisfaction with Door Latch Performance includes a Settlement Class Member experiencing at least one instance of door latch failure on their Class Vehicle such that the door does not open, does not close, or opens while driving, or having a concern that their Class Vehicle may in the future experience such door latch failure.

**d. Residual Distribution**

23. After conclusion of the claims process, any funds that would remain following payment of the Class Notice Costs, Settlement Administration Costs, any Court-awarded attorneys' fees and expenses and any service award to the Named Plaintiff, and all valid claims for monetary compensation, will be distributed to all Original Owners or Lessees of a Class Vehicle that received one or more Door Latch Repairs as identified in Ford's Warranty Records and all Settlement Class Members who submitted a valid claim on a *per capita* basis. In the event the *per capita* amount of the residual payment would be less than five dollars, that amount will be distributed only to Settlement Class Members who submitted a valid claim. This provision ensures that the entire \$5.3 million settlement fund benefits the Settlement Class, and that none of it reverts to Ford in the event of a low percentage of the Settlement Class submitting claims for monetary benefits.

**AN AWARD OF ATTORNEYS' FEES**

24. As set forth more fully in the accompanying memorandum of law submitted in support of the instant application, it is well-settled that an award of attorneys' fees is appropriate to reward Class Counsel for their efforts expended over the past three and one-half years on a fully contingent basis.

25. Attached hereto as Exhibit A, is a true and correct copy of Denlea & Carton LLP’s (“D&C’s”) contemporaneous time records (redacted to preserve attorney work product privilege) maintained in connection with this action, from inception through October 15, 2020. A summary chart setting forth the D&C attorneys who worked on this matter, their current hourly rates, and their total hours worked on this matter appears immediately below. These records reflect the Firm’s hourly rates (\$650.00 to \$675.00 per hour), as well as the increments of time spent and tasks performed on behalf of the Class. Through October 15, 2020, D&C’s total lodestar is \$843,652.50. We note that subsequent to this filing, Class Counsel will expend additional time, primarily in connection with the anticipated Motion for Final Approval and the Final Approval Hearing itself, any possible appeal, as well as with the implementation of the settlement, which time will increase the lodestar and reduce the modest multiplier requested.

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Jeffrey I. Carton	279.65	\$675.00	\$188,763.75
Robert J. Berg	259.25	\$675.00	\$174,993.75
Myles K. Bartley	653.10	\$650.00	\$424,515.00
Christopher D. Barraza	85.20	\$650.00	\$ 55,380.00

26. The attorneys of Denlea & Carton LLP (“D&C” or Class Counsel”) are highly qualified attorneys with extensive experience in complex litigation and consumer class actions. They bring to bear an expertise in consumer class actions that is rivaled by few firms in the Northeast. Many of the firm’s attorneys graduated with honors from elite law schools and previously practiced at prominent New York firms. I am an honors graduate of Dartmouth

College and Columbia Law School, and previously practiced at Cravath, Swaine, and Moore. I served as one of the lead lawyers at my firm prosecuting the action.

27. My partner, Robert J. Berg, is an honors graduate of Amherst College. Mr. Berg received his J.D. and M.B.A. degrees from The University of Chicago. Mr. Berg, who has practiced law for the past thirty (30) years, began his legal career at Skadden, Arps, Slate, Meagher & Flom and LeBoeuf, Lamb, Leiby & MacRae in New York before joining plaintiffs' class action firms 23 years ago. Since 1990, Mr. Berg has limited his practice to the prosecution of class actions in the consumer fraud, security fraud, shareholder derivative, and antitrust fields.

28. Similarly, Myles Bartley graduated the United States Military Academy at West Point, and Boston College Law School and began his career with Curtis, Mellet-Prevost, Colt & Mosle. During his more than 20 years of practice, he has specialized in complex commercial litigation, including the prosecution of consumer class actions.

29. Attached hereto as Exhibit B is D&C's firm biography, which sets forth the considerable experience of D&C as Class Counsel in multiple class action litigations.

30. D&C's attorneys have been certified as class counsel and have prosecuted numerous class actions including:

- *Llanos v. Shell Oil Company And Shell Oil Products US*, No. SU-2006-009404 (N.Y. Sup. Ct.). State-wide class action alleging that Shell improperly imposed monthly inactivity or dormancy fees on Shell Gift Cards in violation of New York Gen. Bus. L. § 349 and Shell's contracts with its customers. The court certified the class and approved a settlement on March 31, 2010.
- *Argento v. Wal-Mart Stores*, No. 22850/06 (N.Y. Sup. Ct.). On October 2, 2009, the New York Appellate Division granted plaintiff's motion for certification of a state-wide class of consumers alleging that Sam's Club violated state consumer protection laws and its membership contracts by backdating membership renewals. The court subsequently approved a settlement in May, 2012.
- *Dupler v. Costco Wholesale Corporation*, Civ. No. 06-3141 (E.D.N.Y.). Class action alleging that Costco backdates membership renewals purchased after the

prior membership period's expiration date, in violation of state consumer protection laws and Costco's membership contracts. Class certification was granted on January 31, 2008 and a nationwide class settlement was approved on April 20, 2010.

- *In re Ticketmaster Sales Practices Litigation*, No. 09-0912 (C.D.Cal.). Court appointed Jeffrey I. Carton interim co-lead counsel pursuant to Federal Rule of Civil Procedure 23(g) on July 17, 2009. On February 13, 2012, the court granted final approval for a settlement.
- *In re Bayer Corp. Combination Aspirin Products Marketing and Sales Practices Litigation*, No. 09-2023 (E.D.N.Y.). The court appointed Jeffrey I. Carton to Plaintiff's Executive Committee in this Multidistrict Litigation in which plaintiffs allege that Bayer Healthcare LLC violated state consumer protection and warranty laws in connection with the deceptive marketing and sales of Bayer combination aspirin products.
- *Luks v. Empire Blue Cross/Blue Shield*, Index No. 03/64337 (N.Y. Sup. Ct. N.Y. Cty.). State-wide class action brought on behalf of more than 1,000 surgeons that compelled insurer to revoke its policy, commonly referred to as the "single incision" policy, of refusing to cover certain medically appropriate surgical procedures. The action was resolved on a class-wide basis, providing millions of dollars in reimbursement to New York physicians.
- *Breedlove v. Window Rock Ent., Inc.*, 04-00610 (Cal. Super. Ct. Orange Cty.). Consumer class action challenging false and deceptive advertising for the popular diet supplement CortiSlim. The case was resolved on a nationwide class basis.
- *Fox v. Cheminova, Inc.*, 00-5145 (E.D.N.Y.). Class action brought against pesticide manufacturer on behalf of commercial lobstermen on Long Island Sound, alleging destruction of lobster stock. The court certified the class and approved a settlement.
- *Dupler v. Old Navy LLC and The Gap, Inc.*, No. 06-008356 (N.Y. Sup. Ct., Nassau Cty.). Class action alleging consumers were short-changed when returning merchandise bought with store-issued coupons. On August 6, 2007, the court approved a settlement.
- *Aggarwal v. MagicJack LP*, No. 50 2011 CA 009521 (Fla. Cir. Ct. Palm Beach Cty.). Class action alleging consumers' renewal dates for internet telephone subscriptions were set unlawfully. A nationwide class action settlement was approved in February, 2012.

- *Lee v. Carter-Reed, et al.*, No. UNN-L-3969-04 (Superior Court, Union County, New Jersey). Class action alleging deceptive advertising in the sale of a weight-loss supplement. The case was certified as a class action (as ordered by the Supreme Court of the State of New Jersey), and eventually the case was resolved on a nationwide basis. The court provided its final approval of the class action settlement on April 2, 2015.
- *Jennings v. NBTY, Inc., et al.*, 11 CV 07972 (N.D. Ill.). Consumer fraud class action challenging false and deceptive advertising for glucosamine/chondroitin products. A nationwide settlement involving approximately 10 million consumers was approved on July 14, 2016.
- *Tyler v. Michaels Stores, Inc.*, 1:11-cv-10920 (D. Mass.). Court appointed co-lead counsel in class action challenging illegal collections of personal identification information during credit card transactions in violation of Massachusetts privacy law.

31. As the foregoing experiences reveal, the attorneys principally involved in this matter are experienced litigators, having litigated complex civil actions, including many class action and consumer fraud lawsuits throughout the country.

#### **SERVICE AWARD FOR NAMED PLAINTIFF**

32. Finally, Class Counsel is also submitting an application to the Court for a \$7,500 Service Award for the Named Plaintiff, Brandon Kommer. Ford agrees not to oppose this application. Mr. Kommer has been closely involved in every step of the Litigation, including the pre-complaint investigation, the discovery process, and the settlement. He provided discovery materials, including videos demonstrating the Door Latch problem on his Class Vehicle, and was deposed by Ford. Mr. Kommer also attended and participated in the full day mediation resulting in the successful settlement. He has expended considerable time and energy faithfully representing the Class in this Litigation, and should be rewarded for his exemplary service with this reasonable Service Award reflecting his contributions.

Dated: October 19, 2020  
White Plains, New York

/s/ Jeffrey I. Carton  
Jeffrey I. Carton

# EXHIBIT A



**DENLEA & CARTON LLP**

2 Westchester Park Drive, Suite 410  
 White Plains, NY 10604  
 (914) 331-0100  
 Tax ID#46-1571705

October 15, 2020

Brandon Kommer v. Ford Motor Company  
 Civil Action No. 17-cv-296-LEK/DJS

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DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-02-17	Conference with M. Bartley and R. Berg re: legal claims and prospective strategy for class action filing;	1.50	1,012.50	JIC
Mar-03-17	Research legal claims and begin drafting complaint;	8.50	5,525.00	MKB
Mar-06-17	Conference with J. Carton; continue drafting complaint;	4.75	3,087.50	MKB
Mar-07-17	Edit/revise draft complaint; review elements of cause of action; conference with M. Bartley re: same;	5.75	3,881.25	JIC
	Correspond with client concerning complaint; conference with J. Carton;	3.75	2,437.50	MKB
Mar-08-17	Finalize complaint; arrange for filing of same;	0.75	506.25	JIC
Mar-10-17	Review Order re: assignment to SDNY from J. Briccetti; conference with M. Bartley re: same; edit/revise draft correspondence;	0.50	337.50	JIC
	Review order from court; discuss same with R. Berg; prepare draft letter to Judge Briccetti; prepare notice of dismissal;	2.50	1,625.00	MKB
	Conference with J. Carton and M. Bartley regarding [REDACTED]; review correspondence with Court in SDNY;	1.50	1,012.50	RJB

Mar-13-17	Edit/revise draft complaint; coordinate filing letters to Judge Briccetti, notice of discontinuance, and new complaint;	1.50	975.00	MKB
Mar-15-17	Telephone call with M. Rappaport regarding complaint; telephone call with client; correspond internally concerning same;	0.50	325.00	MKB
Mar-16-17	Teleconference with B. Kommer re: [REDACTED] [REDACTED]	0.75	506.25	JIC
	Correspond with client concerning telephone call; participate in conference call with client;	0.75	487.50	MKB
Mar-17-17	Discuss additional client with J. Carton; call potential client;	0.40	260.00	MKB
Mar-20-17	Telephone call with additional F-150 owner; correspond internally concerning same;	1.50	975.00	MKB
Mar-21-17	Correspond with prospective class member regarding his F-150;	0.50	325.00	MKB
Mar-22-17	Correspond internally concerning communication with potential class member;	0.10	65.00	MKB
Mar-25-17	Correspond with D. Burke regarding affidavit of service;	0.10	65.00	MKB
Mar-30-17	Correspond regarding notice of appearance;	0.10	65.00	MKB
Mar-31-17	Coordinate schedules for expected motion to dismiss; reivew correspondence from court and defense counsel;	1.00	650.00	MKB
Apr-06-17	Conference with M. Bartley re: [REDACTED] [REDACTED]	0.25	168.75	JIC
	Draft letter to Aaronson Rappaport; correspond with client; telephone call to New Country Ford	1.75	1,137.50	MKB
Apr-07-17	Teleconference with P. Fazio at Aaronson Rappaport (defense counsel);	0.50	337.50	JIC
Apr-10-17	Research Section 349 damage allegations;	1.00	650.00	MKB
Apr-12-17	Teleconference with P. Fazio re: motion to dismiss; review brief in support; conference with M. Bartley re: [REDACTED]	3.50	2,362.50	JIC

	Review motion to dismiss; discuss same with R. Berg; correspond with P. Fazio regarding new return date and briefing schedule; review 2015 F-150 product brochure;	2.50	1,625.00	MKB
	Review motion to dismiss; multiple conferences with J. Carton and M. Bartley regarding same;	2.50	1,687.50	RJB
Apr-13-17	Continue reviewing case law cited by defendant; discuss same with R. Berg;	8.50	5,525.00	MKB
Apr-14-17	Continue review of case law cited by Ford; discuss same with R. Berg;	3.50	2,275.00	MKB
Apr-19-17	Meet with R. Berg and discuss strategy; meet with J. Carton and R. Berg and discuss pleading issue; review [REDACTED] [REDACTED] draft memo concerning same;	5.00	3,250.00	MKB
	Multiple conferences with J. Carton and M. Bartley; review case law and prior automotive decisions in class action context;	4.50	3,037.50	RJB
Apr-20-17	Conference with M. Bartley and R. Berg re: opposition to Motion to Dismiss and possibility of amending complaint; review cold weather test videos;	3.50	2,362.50	JIC
	Continue research concerning potential misleading statements by Ford; discuss same with R. Berg; correspond internally concerning same; continue research concerning pleading Section 349 and 350 claims; draft letter to court concerning adjourning return date for Ford's motion to dismiss; correspond with Ford's counsel concerning same;	6.90	4,485.00	MKB
	[REDACTED]; multiple conferences with J. Carton and M. Bartley regarding cases of action; continued review of motion to dismiss	5.50	3,712.50	RJB
Apr-21-17	Edit/revise draft correspondence to court; review emails with opposing counsel;	0.50	337.50	JIC

	Correspond with P. Fazio regarding letter to court; revise letter;	1.00	650.00	MKB
Apr-24-17	Review case law relied upon by Ford; research same;	5.90	3,835.00	MKB
Apr-25-17	Discussed research issues with R. Berg; researched omissions cases under GBL Section 349 and 350;	7.80	5,070.00	MKB
Apr-26-17	Continue researching GBL 340 and 350 issues; discuss same with R. Berg; begin drafting opposition to motion to dismiss;	4.50	2,925.00	MKB
	Conference with M. Bartley; edit/revise portions of draft opposition to motion to dismiss;	5.75	3,881.25	RJB
Apr-27-17	Continued research concerning claims under GBL Sections 349 and 350; begin drafting opposition to motion to dismiss; discuss same with R. Berg;	6.50	4,225.00	MKB
Apr-28-17	Review draft opposition to motion to dismiss;	5.20	3,380.00	MKB
May-01-17	Revise draft opposition to Ford's motion to dismiss;	7.50	4,875.00	MKB
	Extensive review and edits to draft brief in opposition to motion to dismiss; multiple conferences with M. Bartley regarding same;	6.50	4,387.50	RJB
May-04-17	Review and analyze Ford's motion to dismiss and initial draft opposition; review case law referenced by Ford;	5.50	3,712.50	JIC
May-05-17	Continue review of draft opposition brief; edit/revise same; conference with M. Bartley;	4.75	3,206.25	JIC
	Edit and cite check draft brief; correspond with client concerning same;	2.90	1,885.00	MKB
May-06-17	Revise draft opposition to motion to dismiss; conference with J. Carton regarding same;	3.50	2,275.00	MKB
May-07-17	Correspond with client concerning draft brief;	0.30	195.00	MKB
May-08-17	Further edit draft opposition; finalize brief; correspond with client concerning same;	6.50	4,225.00	MKB

May-22-17	Review Ford's reply motion; discuss same with R. Berg;	3.50	2,275.00	MKB
May-23-17	Review Ford's reply on motion to dismiss; conference with M. Bartley regarding same;	1.50	1,012.50	JIC
	Correspond with client concerning Ford's reply motion;	0.10	65.00	MKB
	Review Ford's reply; conference (x2) with M. Bartley and J. Carton regarding same;	1.50	1,012.50	RJB
Jul-28-17	Review decision re: motion to dismiss; conference with M. Bartley and R. Berg re: [REDACTED]	1.00	675.00	JIC
	Review opinion by court; discuss same with J. Carton and R. Berg; telephone call with client concerning opinion;	1.00	650.00	MKB
	Review Decision on motion to dismiss with leave to replead; conference with team as to strategy and prospective amended pleading;	1.00	675.00	RJB
Aug-09-17	Review [REDACTED]	0.70	455.00	MKB
Aug-10-17	Telephone call with B. Kommer; begin drafting amended complaint;	3.75	2,437.50	MKB
Aug-11-17	Correspond with client concerning [REDACTED]	1.00	650.00	MKB
Aug-14-17	Continue drafting amended complaint;	7.50	4,875.00	MKB
Aug-15-17	Further edit draft amended complaint;	3.50	2,275.00	MKB
	Edit and revise draft amended complaint with reference to Judge's decision; conference (x3) with M. Bartley regarding same;	3.75	2,531.25	RJB
Aug-16-17	Review draft amended complaint; conference with R. Berg re: [REDACTED]	3.50	2,362.50	JIC
Aug-17-17	Discuss complaint with R. Berg and J. Carton; further revise draft complaint;	6.50	4,225.00	MKB
Aug-20-17	Review complaints asserting Section 349	4.50	2,925.00	MKB

	claims with omissions theory; revise amended complaint;			
Aug-21-17	Revise draft amended complaint;	5.75	3,737.50	MKB
Aug-23-17	Review and revise draft amended complaint;	0.50	325.00	MKB
Aug-25-17	Review and revise draft amended complaint; conference with M. Bartley and R. Berg re: same;	3.50	2,362.50	JIC
	Review draft complaint; telephone call with client; correspond with client concerning revised complaint; edit draft complaint;	2.00	1,300.00	MKB
Aug-28-17	Review additional revisions and edits to amended complaint; conference with R. Berg and M. Bartley re: same;	1.50	1,012.50	JIC
	Revise draft complaint; meet with J. Carton and R. Berg and review complaint; prepare to file complaint; review correspondence from client; review dates of service; review draft complaint; correspond with client concerning revised complaint;	2.75	1,787.50	MKB
Aug-29-17	Review ECF posting re: reset deadline for defendant's answer; conference with R. Berg re: same;	0.20	135.00	JIC
Sep-13-17	Teleconference with opposing counsel re: filing motion to dismiss amended complaint;	0.25	168.75	JIC
Sep-14-17	Review Ford's motion to dismiss; discuss same with R. Berg; begin review case of case law cited by Ford;	4.50	2,925.00	MKB
Sep-15-17	Continue review of defendant's brief and case law; discuss opposition with R. Berg;	3.00	1,950.00	MKB
	Review motion to dismiss amended complaint; conference with M. Bartley regarding same;	3.50	2,362.50	RJB
Sep-18-17	Research pleading issues; review final cases cited by Ford; begin drafting opposition to motion to dismiss;	8.30	5,395.00	MKB
Sep-19-17	Discuss memo with R. Berg; continue drafting opposition to motion to dismiss;	3.50	2,275.00	MKB

	Assist with legal research and drafting of opposition to motion to dismiss; conferences with M. Bartley regarding same;	5.50	3,712.50	RJB
Sep-20-17	Revise draft motion to dismiss; discuss same with R. Berg;	8.30	5,395.00	MKB
Sep-21-17	Research legal issues for opposition to motion to dismiss; revise draft opposition to motion to dismiss;	7.50	4,875.00	MKB
Sep-25-17	Revise draft opposition to motion to dismiss;	1.80	1,170.00	MKB
	Extensive review and revisions to draft opposition brief; review additional case law; conference with J. Carton and M. Bartley;	5.75	3,881.25	RJB
Sep-27-17	Review motion to dismiss Amended Complaint; review, edit and revise draft opposition brief;	5.75	3,881.25	JIC
Sep-28-17	Additional revisions to draft brief in opposition to motion to dismiss amended complaint; conference with M. Bartley re: same;	2.50	1,687.50	JIC
	Review and edit draft opposition to motion to dismiss;	1.50	975.00	MKB
Oct-02-17	Review correspondence from client concerning draft opposition brief; further revise draft brief;	3.00	1,950.00	MKB
Oct-03-17	Review and edit draft opposition to Ford's motion to dismiss; file same; correspond with client concerning same;	1.50	975.00	MKB
Oct-10-17	Review reply brief on Ford's motion to dismiss amended complaint;	0.50	337.50	JIC
	Review Ford's reply brief;	0.50	325.00	MKB
Oct-17-17	Review authority provided by R. Berg; discuss same with R. Berg;	1.20	780.00	MKB
Oct-20-17	Travel to/from Albany for oral argument; attend court session; return to office;	10.00	6,500.00	MKB
Nov-07-17	Telephone call with client concerning case status;	0.60	390.00	MKB

Nov-28-17	Review correspondence from prospective class member; telephone call with same; correspond with same;	0.60	390.00	MKB
Dec-28-17	Telephone call with Class Member regarding problems he's experienced with his F-150;	0.50	325.00	MKB
Dec-29-17	Correspond internally concerning call with Class Member;	0.40	260.00	MKB
Jan-02-18	Telephone call with potential class member concerning his F150's problems; correspond internally concerning same;	0.50	325.00	MKB
Jan-15-18	Telephone call with plaintiff concerning case status;	0.30	195.00	MKB
Jan-18-18	Telephone call with new Class Member regarding his F-150 issues;	0.60	390.00	MKB
Jan-19-18	Telephone call with new Class Member regarding F-150 accident;	0.60	390.00	MKB
Feb-12-18	Correspond with F-150 truck owner regarding his frozen locks;	0.40	260.00	MKB
Feb-13-18	Correspond with potential class member regarding his F-150's problems;	0.30	195.00	MKB
Mar-05-18	Correspond with potential plaintiff/class member regarding his F-150 vehicle;	0.10	65.00	MKB
Jul-25-18	Telephone call with court clerk regarding status of motion to dismiss;	0.20	130.00	MKB
Aug-06-18	Review decision re: motion to dismiss; conference with team re: next steps and prospective litigation strategy;	0.50	337.50	JIC
	Conference with J. Carton and R. Berg regarding decision and strategy;	3.50	2,275.00	MKB
	Conference with M. Bartley and J. Carton regarding [REDACTED] conference with M. Bartley regarding [REDACTED]	3.50	2,362.50	RJB
Aug-09-18	Emails with P. Fazio (opposing counsel);	0.25	168.75	JIC
Aug-13-18	Teleconference with P. Fazio;	0.50	337.50	JIC



	Review file; discuss same with R. Berg;	0.50	325.00	MKB
Aug-14-18	Telephone call with prospective plaintiff; correspond with R. Berg and J. Carton concerning same;	0.70	455.00	MKB
Aug-20-18	Review Answer and Affirmative Defenses filed by Ford;	0.50	337.50	JIC
	Review records; telephone call with B. Kommer; correspond with R. Berg regarding case strategy; review Ford's answer;	3.75	2,437.50	MKB
Aug-29-18	Meet with R. Berg and discuss case strategy; research [REDACTED]	2.00	1,300.00	MKB
	Conference with M. Bartley regarding discovery to pursue and best path forward; review additional Class Members' expenses and inquiries;	3.50	2,362.50	RJB
Sep-05-18	Review correspondence from prospective plaintiff; correspond with same;	0.30	195.00	MKB
Oct-15-18	Review court order; review form civil case management plan;	1.00	650.00	MKB
Oct-18-18	Teleconference w/ P. Fazio; conference with team re: litigation strategy;	0.50	337.50	JIC
	Meet with J. Carton and R. Berg re [REDACTED] [REDACTED] [REDACTED]	1.50	975.00	CDB
Oct-19-18	Review class action complaint.	1.50	975.00	CDB
Oct-22-18	Review class action complaint; [REDACTED] [REDACTED] [REDACTED]	3.50	2,275.00	CDB
Oct-23-18	Prepare exhibit A to civil discovery plan; review letter motion to court; discuss draft civil discovery plan with R. Berg;	2.00	1,300.00	MKB
Oct-24-18	Revise draft civil discovery plan; discuss same with R. Berg;	1.00	650.00	MKB
	Review draft civil discovery plan; conference with M. Bartley regarding same;	1.00	675.00	RJB

Nov-06-18	Teleconference with P. Fazio;	0.25	168.75	JIC
	Revise draft civil case management order; correspond with P. Fazio regarding same;	3.20	2,080.00	MKB
Nov-07-18	Review and comment on proposed civil case management plan; meet with M. Bartley to discuss same; phone conference with defense counsel re case management plan;	3.50	2,275.00	CDB
Nov-08-18	Correspond with P. Fazio regarding civil case management order; review draft order; revise same; discuss with C. Barraza; telephone call with P. Fazio regarding meet and confer regarding order; review redline; discuss same with J. Carton;	4.30	2,795.00	MKB
Nov-09-18	Review draft Scheduling Order; conference with C. Barraza re: same;	1.50	1,012.50	JIC
	Review and comment on revised proposed civil case management; prepare for and participate in conference call with opposing counsel re same; analyze Ford's initial disclosures;	4.75	3,087.50	CDB
	Review draft civil case management plan proposed by Ford; conference call with P. Fazio and C. Barraza; review and edit revised Case Management Plan; discuss same with C. Barraza;	3.80	2,470.00	MKB
Nov-12-18	Review Ford's initial disclosures and discuss same with M. Bartley; Meet with M. Bartley regarding Rule 16 conference;	1.50	975.00	CDB
Nov-13-18	Review Ford's initial disclosures; prepare for conference call with magistrate to discuss civil case management plan; meet with R. Berg and C. Barraza to discuss same;	5.00	3,250.00	MKB
Nov-15-18	Participate in Rule 16(f) conference; discuss case theory with M. Bartley;	1.75	1,137.50	CDB
Nov-16-18	Prepare for conference call with US Magistrate; participate in conference call with US Magistrate and defense counsel regarding Rule 16 conference;	1.20	780.00	MKB
Nov-19-18	Draft document requests and interrogatories; Correspond with potential plaintiffs;	5.50	3,575.00	CDB

Nov-20-18	Revise draft document requests; telephone call with Class Members, regarding his F-150 problems;	4.75	3,087.50	CDB
Nov-26-18	Meet with R. Berg and M. Bartley re discovery strategy; phone call with [REDACTED] meeting with J. Carton re same; revise discovery requests;	3.75	2,437.50	CDB
	Discuss discovery with C. Barraza;	0.30	195.00	MKB
Nov-27-18	Meet with C. Barraza and R. Berg regarding draft discovery requests; continued research summary judgment standard;	4.60	2,990.00	MKB
Nov-28-18	Telephone call with B. Kommer regarding [REDACTED] review letter from Ford to Mr. Kommer; discuss same with R. Berg and C. Barraza; research [REDACTED] correspond with [REDACTED] regarding discovery;	3.50	2,275.00	MKB
	Lengthy conference with team regarding draft discovery to propound;	2.50	1,687.50	RJB
Nov-29-18	Participate in conference call with R. Berg, C. Barraza, and [REDACTED] regarding [REDACTED] brief J. Carton regarding same; research [REDACTED]	6.50	4,225.00	MKB
Nov-30-18	Revise discovery requests;	1.50	975.00	CDB
Dec-04-18	Review draft discovery requests; discuss same with R. Berg and C. Barraza; discuss discovery review with J. Tiburizi;	2.80	1,820.00	MKB
Dec-05-18	Revise discovery requests;	3.00	1,950.00	CDB
	Coordinate with C. Barraza and J. Tiburzi regarding potential ediscovery vendor; review [REDACTED]	5.20	3,380.00	MKB
Dec-06-18	Prepare for call with potential ediscovery vendor; participate in conference call; review draft discovery protocol;	2.20	1,430.00	MKB

Dec-10-18	Edit/revise draft discovery demands (interrogatories and document demands) propounded upon Ford; conference with C. Barraza and M. Bartley re: same;	4.50	3,037.50	JIC
	Email re discovery requests; finalize discovery requests; send to defense counsel;	2.75	1,787.50	CDB
Dec-11-18	Discuss discovery strategy with C. Barraza; review draft email to P. Fazio concerning same;	0.50	325.00	MKB
Dec-12-18	Review correspondence with defense counsel regarding ESI protocol;	0.20	130.00	MKB
Dec-13-18	Correspond with potential plaintiff regarding his F-150 problems; prepare summary of call;	2.50	1,625.00	MKB
Dec-14-18	Review [REDACTED]; review correspondence regarding same;	1.50	975.00	MKB
Dec-17-18	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	5.75	3,737.50	CDB
	Correspond with P. Fazio regarding extension of time to respond to discovery and ESI protocol meet and confer; review documents concerning F-150 recall;	3.50	2,275.00	MKB
Dec-18-18	[REDACTED] email to J. Carton et al. re same; [REDACTED] [REDACTED]	3.75	2,437.50	CDB
	Review correspondence regarding [REDACTED] review additional materials regarding F-150 recall;	2.00	1,300.00	MKB
Dec-21-18	Telephone call with a F-150 owner; prepare summary of call;	1.20	780.00	MKB
Dec-28-18	[REDACTED]	0.40	260.00	CDB
Jan-02-19	Telephone call with Class Member; prepare summary of same; prepare overview of list of potential plaintiffs; discuss discovery issues with C. Barraza;	4.50	2,925.00	MKB
Jan-03-19	Phone discussion with [REDACTED]	4.75	3,087.50	CDB

██████████ follow up email re same;  
 discuss ██████████ with M. Bartley; ██████████  
 ██████████

	Meet with C. Barraza and R. Berg regarding discovery strategy; discuss same with J. Carton; ██████████; meet with R. Berg regarding researching class certification motions;	3.50	2,275.00	MKB
	Conference (lengthy) with litigation team regarding discovery, additional states/expanded class and ██████████;	3.50	2,362.50	RJB
Jan-07-19	██████████;	1.90	1,235.00	CDB
	Review correspondence regarding ██████████; research class certification issues;	3.10	2,015.00	MKB
Jan-08-19	Emails with P. Fazio re: settlement meeting; review list of other affected Ford owners;	0.50	337.50	JIC
Jan-11-19	Telephone call with a potential plaintiff; prepare summary of call; correspond with additional potential plaintiff; ██████████	3.00	1,950.00	MKB
Jan-14-19	Telephone call with Class Member regarding his F-150 issues; review pictures and receipts; prepare summary of report; telephone call with additional class member regarding his F-150 issues; prepare summary of same;	3.75	2,437.50	MKB
Jan-15-19	██████████; discuss ESI protocol and draft protective order with M. Bartley;	0.75	487.50	CDB
	Discuss case strategy with C. Barraza; ██████████; correspond with Ford's counsel concerning discovery;	0.75	487.50	MKB
Jan-18-19	Correspond with P. Fazio regarding discovery issues; continue researching class certification issues;	5.80	3,770.00	MKB
Jan-21-19	Read email from M. Bartley re: customer complaints;	0.20	130.00	CDB
	Telephone call with class member; prepare summary of call; telephone call with class	1.80	1,170.00	MKB

	member ; prepare summary of call; correspond with P. Fazio regarding discovery call;			
Jan-22-19	<span style="background-color: black; color: black;">[REDACTED]</span> 2.50 1,625.00 CDB <span style="background-color: black; color: black;">[REDACTED]</span> ; email regarding scheduling discovery meet and confer with opposing counsel;			
Jan-23-19	Telephone call with class member; prepare summary of call and distribute to team;	0.80	520.00	MKB
Jan-24-19	Email re: scheduling ESI meet and confer with opposing counsel;	0.10	65.00	CDB
Jan-25-19	Meet and confer conference call re: ESI protocol, protective order; review and comment on proposed protective order; review and comment on revised ESI protocol;	3.50	2,275.00	CDB
	Participate in conference call with Ford's counsel regarding discovery; review proposed changed to ESI protocol;	2.00	1,300.00	MKB
Jan-28-19	Correspond with potential plaintiff; correspond with P. Fazio regarding discovery call; discuss ediscovery with A. Wallace;	0.30	195.00	MKB
Jan-29-19	Telephone call with class member; prepare summary of call;	1.00	650.00	- MKB
Jan-30-19	Prepare summary of call with potential plaintiff;	0.50	325.00	MKB
Jan-31-19	Correspond with potential plaintiff;	0.20	130.00	MKB
Feb-01-19	ESI protocol phone conference with opposing counsel;	0.40	260.00	CDB
	Discuss draft ESI protocol with A. Wallace; prepare for conference call with Ford's counsel; participate in conference call regarding ESI protocol; review draft protective order; revise same and correspond with Ford's counsel concerning same; telephone calls with potential plaintiffs; prepare summaries of such calls;	3.00	1,950.00	MKB
Feb-04-19	Review correspondence from <span style="background-color: black; color: black;">[REDACTED]</span> re ESI protocol; review proposed changes;	1.20	780.00	MKB

Feb-05-19	Discuss discovery issue with A. Wallace; review ESI protocol;	1.50	975.00	MKB
Feb-07-19	Telephone call with potential plaintiff;	0.40	260.00	MKB
Feb-08-19	Review Ford's discovery responses; review additional class members' complaints;	1.50	1,012.50	JIC
	Telephone call with class member; draft summary of same; prepare summary of call with potential plaintiff; prepare summary of same;	1.20	780.00	MKB
Feb-11-19	Analyze Ford discovery responses;	1.20	780.00	CDB
	Review Ford's responses and objections to plaintiff's discovery requests;	2.10	1,365.00	MKB
Feb-12-19	Conference with M. Bartley and R. Berg re: [REDACTED] and draft letter to opposing counsel;	3.50	2,362.50	JIC
	Correspond with potential plaintiff; discuss Ford's responses and objections to plaintiff's discovery requests with R. Berg and C. Barraza; correspond with P. Fazio concerning same; meet with R. Berg and C. Barraza to discuss strategy; draft letter to P. Fazio;	2.00	1,300.00	MKB
	Conference (lengthy) with J. Carton and M. Bartley regarding [REDACTED]	3.75	2,531.25	RJB
Feb-13-19	Edit/revise draft correspondence to P. Fazio re: motion to amend complaint; teleconference with prospective Ohio plaintiff;	0.75	506.25	JIC
	Telephone call with class member regarding his F-150; prepare letter to P. Fazio regarding amending complaint;	2.60	1,690.00	MKB
Feb-14-19	Review summary of client contact; review correspondence from Ford's counsel regarding ESI protocol;	0.70	455.00	MKB
Feb-20-19	Edit/revise draft correspondence to Magistrate Stewart re: permission to amend complaint to add additional class representatives;	0.75	506.25	JIC

	Phone conference with opposing counsel re: revisions to protective order;	0.30	195.00	CDB
	Conference with J. Carton regarding seeking lease to amend complaint; review draft correspondence;	1.50	1,012.50	RJB
Feb-21-19	Edit/revise/finalize draft correspondence to Magistrate re: request for pre-motion conference to amend complaint;	1.00	675.00	JIC
	Review draft letter to magistrate regarding pre-motion conference;	0.70	455.00	MKB
Feb-22-19	Review ECF notice of teleconference with Magistrate Stewart re: request to amend complaint;	0.20	135.00	JIC
	Conference call with opposing counsel re: revisions to protective order;	0.60	390.00	CDB
	Prepare for conference call regarding ESI protocol and protective order; review case law regarding [REDACTED]	5.50	3,575.00	MKB
Feb-25-19	Review defendant's discovery requests;	0.50	325.00	CDB
Feb-26-19	Review Ford's interrogatories and document requests;	1.00	650.00	MKB
Feb-27-19	Review draft statutes report; discuss same with R. Berg and C. Barraza; revise same; prepare response regarding proposed protective order; prepare summaries of calls with potential class members;	2.50	1,625.00	MKB
	Conference with M. Bartley and C. Barraza; edit/revise draft status report; review additional, prospective class representatives experience and claims;	3.50	2,362.50	RJB
Feb-28-19	Review and comment on joint status report; conference call with opposing counsel re: same;	0.50	325.00	CDB
	Prepare for call with Ford's counsel; review redline of joint status letter; revise same; participate in conference call with Ford's counsel concerning same and regarding	2.00	1,300.00	MKB



	protective order; correspond with Ford's counsel regarding protective order;			
Mar-03-19	Legal research re: [REDACTED] [REDACTED]	1.20	780.00	CDB
Mar-04-19	Review ECF posted response to pre-motion conference; conference with C. Barraza and M. Bartley re: whether to reply or await teleconference;	0.50	337.50	JIC
	Read case law cited by Ford, case law provided by M. Bartley; memo to file re: [REDACTED] [REDACTED]	3.75	2,437.50	CDB
	Telephone call with class member regarding F-150; prepare summary of call; review correspondence regarding upcoming argument; prepare for argument;	3.60	2,340.00	MKB
Mar-06-19	Attend teleconference with Judge Stewart re: request to amend complaint; conference with M. Bartley regarding same;	1.75	1,181.25	JIC
	Prepare for oral argument; participate in oral argument before Magistrate Stewart; contact potential class members;	3.50	2,275.00	MKB
Mar-07-19	Telephone call with class member regarding working as class representative; [REDACTED] [REDACTED]	3.50	2,275.00	MKB
Mar-08-19	Continue research concerning [REDACTED] [REDACTED]; review draft protective order;	4.50	2,925.00	MKB
Mar-11-19	Continue research concerning [REDACTED] [REDACTED]; review draft protective order; correspond and communicate with potential class representatives;	4.90	3,185.00	MKB
Mar-12-19	Prepare for call with Ford's counsel regarding protective order; participate in call; [REDACTED] [REDACTED] correspond with potential plaintiffs concerning same;	1.00	650.00	MKB
Mar-13-19	Review final letter, ESI protocol, and	1.20	780.00	MKB

	protective order from Ford; correspond with prospective class plaintiff;			
Mar-14-19	Review correspondence from clients;	1.50	975.00	MKB
Mar-15-19	Correspond with potential class reps;	0.40	260.00	MKB
Mar-18-19	Meet with J. Carton and R. Berg regarding responding to plaintiff's questions; telephone call with R. Berg to prospective class representative;	0.60	390.00	MKB
Mar-19-19	Research [REDACTED]; continue to correspond with potential class representatives;	4.90	3,185.00	MKB
Mar-20-19	Review maintenance records of potential new lead plaintiff;	0.50	325.00	CDB
	Draft memorandum of law in support of motion to amend complaint; begin drafting amended complaint;	5.50	3,575.00	MKB
Mar-21-19	Revise draft complaint; revise draft memorandum of law in support of motion to amend; correspond with prospective class representatives; [REDACTED]; review maintenance records from class representatives;	9.40	6,110.00	MKB
	Edit/revise draft amended complaint and brief in support of same; conference with M. Bartley regarding same;	3.75	2,531.25	RJB
Mar-22-19	Edit/revise draft Second Amended Complaint; conference with M. Bartley re: same;	2.50	1,687.50	JIC
	Revise draft memorandum of law in support of motion to amend complaint; revise draft second amended complaint; correspond with clients regarding factual issues;	9.50	6,175.00	MKB
Mar-23-19	Revise draft second amended complaint; correspond internally concerning same;	1.60	1,040.00	MKB
	Extensive review (and revisions to) draft brief in support of motion to amend complaint and draft amended complaint; conference with J. Carton and M. Bartley regarding same;	4.50	3,037.50	RJB

Mar-25-19	Continue to revise draft memorandum of law in support of motion to amend and SAC; correspond with class representatives regarding case;	8.10	5,265.00	MKB
Mar-26-19	Review/revise draft brief in support of motion to amend complaint;	2.50	1,687.50	JIC
	Telephone call with B. Kommer; revise SAC; revise memorandum of law;	4.80	3,120.00	MKB
Mar-27-19	Edit/ revise draft brief in support of motion to amend complaint;	3.00	2,025.00	JIC
	Revise draft second amended complaint; revise memorandum of law in support of motion to amend complaint; prepare affidavit in support of motion; prepare notice of motion; telephone call with B. Kommer regarding same;	7.50	4,875.00	MKB
Mar-28-19	Telephone call with P. Fazio regarding tolling agreement; research [REDACTED]	4.50	2,925.00	MKB
Mar-29-19	Prepare responses and objections to Ford's interrogatories and document requests;	8.10	5,265.00	MKB
Apr-01-19	Follow up with P. Fazio regarding tolling agreement;	0.20	130.00	MKB
Apr-02-19	Correspond with [REDACTED] regarding motion to amend complaint;	0.30	195.00	MKB
Apr-04-19	Telephone call with B. Kommer regarding discovery;	0.50	325.00	MKB
Apr-07-19	Revise draft discovery responses;	0.50	325.00	MKB
Apr-08-19	Revise discovery responses;	2.90	1,885.00	MKB
Apr-09-19	Revise draft responses and objections to Ford's discovery requests; revise draft interrogatory responses; conference with R. Berg regarding same;	4.10	2,665.00	MKB
	Review working drafts of responses and objections to Ford's discovery demands; conference with M. Bartley regarding same;	2.50	1,687.50	RJB
Apr-10-19	Compose email to prospective Ohio counsel;	0.50	337.50	JIC

	conference with M. Bartley and R. Berg re: same;			
	Revise draft interrogatory responses; telephone call with P. Fazio regarding tolling agreement; telephone call with class member regarding new complaint; [REDACTED]; review Ford's opposition to motion for leave to file SAC;	4.80	3,120.00	MKB
Apr-11-19	Draft complaint for Ohio lawsuit;	3.20	2,080.00	MKB
Apr-12-19	Revise draft complaint for Ohio; correspond with client concerning same; correspond with local counsel regarding draft complaint; telephone call with local counsel concerning same;	2.50	1,625.00	MKB
Apr-15-19	Revise draft complaint; prepare exhibits; prepare civil cover sheet; prepare summons; correspond with local counsel regarding filing complaint;	3.90	2,535.00	MKB
	Review Ohio draft complaint; conference with M. Bartley and J. Carton regarding same;	1.75	1,181.25	RJB
Apr-16-19	Telephone call with local counsel regarding filing complaint; finalize discovery responses; correspond internally concerning same;	3.90	2,535.00	MKB
Apr-17-19	Review Ford's opposition to motion to amend; draft email to P. Fazio re: settlement;	0.75	506.25	JIC
	Review correspondence with P. Fazio;	0.30	195.00	MKB
Apr-18-19	Meet with [REDACTED] regarding e-discovery;	1.10	715.00	MKB
Apr-22-19	Revise draft discovery responses; discuss Ford letter to R. Kommer with J. Carton and R. Berg;	4.50	2,925.00	MKB
Apr-23-19	Discuss case strategy with R. Berg; review recall notice; discuss case with J. Carton; correspond with client;	2.50	1,625.00	MKB
	Conference with M. Bartley regarding approach to discovery and overall case strategy;	1.50	1,012.50	RJB

Apr-24-19	Discuss strategy with C. Barraza; discuss discovery responses with R. Berg;	0.60	390.00	MKB
Apr-25-19	Telephone call with R. Kommer; discuss Ford's form letters with R. Berg;	1.40	910.00	MKB
Apr-26-19	Research [REDACTED]; review correspondence from client regarding Ford's customer satisfaction program;	6.20	4,030.00	MKB
May-01-19	Review letter from Ford;	0.50	325.00	MKB
May-02-19	Correspond internally regarding discovery responses;	0.30	195.00	MKB
May-07-19	Begin review of Ford's document production; correspond with client concerning case status;	3.60	2,340.00	MKB
May-08-19	Edit/revise draft discovery responses; conferences with M. Bartley re: same;	1.75	1,181.25	JIC
	Revise draft discovery requests; continue reviewing documents;	4.90	3,185.00	MKB
May-09-19	Continue review of Ford's document production;	4.90	3,185.00	MKB
May-10-19	Begin review of Ford's document production;	8.50	5,737.50	RJB
May-14-19	Continue to review Ford's document production;	5.20	3,380.00	MKB
May-15-19	Finalize draft discovery responses; correspond with client concerning same;	1.20	780.00	MKB
May-16-19	Correspond with M. Lueder regarding service; correspond internally concerning same;	0.50	325.00	MKB
May-17-19	Telephone call with B. Kommer regarding discovery; continue to review document production;	5.50	3,575.00	MKB
May-20-19	Prepare Kommer's document for production; continue to review Ford's document production; correspond with P. Fazio regarding document production;	8.10	5,265.00	MKB
May-21-19	Finalize Kommer's responses and objections to Ford's document requests; draft letter to P.	5.00	3,250.00	MKB

	Fazio; continue to review Ford's document production;			
May-22-19	Review Ford document production;	6.00	3,900.00	MKB
	Continue review of Ford's documents; create "hot" documents for future proceedings; multiple conferences with J. Carton and M. Bartley regarding same;	9.00	6,075.00	RJB
May-23-19	Review Ford's document production;	8.00	5,200.00	MKB
	Continue review of Ford's production; conference with M. Bartley and J. Carton regarding same;	9.50	6,412.50	RJB
May-24-19	Review Ford's document production;	8.00	5,200.00	MKB
May-28-19	Review Ford's document production;	8.60	5,590.00	MKB
	Continue review of Ford's documents;	7.50	5,062.50	RJB
May-29-19	Review Ford documents;	6.90	4,485.00	MKB
	Continue (lengthy) review of Ford technical bulletin and internal emails regarding latch defects; flag documents for future use; conference with M. Bartley regarding same;	10.00	6,750.00	RJB
May-30-19	Continue reviewing Ford's document production;	1.20	780.00	MKB
Jun-04-19	Revise and edit draft letter to Magistrate Stewart; discuss same with J. Carton; discuss case strategy with R. Berg; continue to review Ford's document production;	7.50	4,875.00	MKB
	Conference with litigation team regarding highlights of Ford's production and strategy moving forward;	3.50	2,362.50	RJB
Jun-06-19	Continue reviewing Ford's document production; review correspondence from Ford;	4.10	2,665.00	MKB
Jun-10-19	Review Ford's discovery letter; discuss same with R. Berg; review Kommer's discovery responses and document production; research [REDACTED]; begin drafting response to Ford's letter;	5.50	3,575.00	MKB

	Continue (lengthy) review of next batch of documents produced by Ford; conference with M. Bartley regarding same; begin creating chronology of [REDACTED] [REDACTED]	8.75	5,906.25	RJB
Jun-11-19	Continue document review; revise draft letter responding to Ford's June 7, 2019 letter;	7.50	4,875.00	MKB
Jun-12-19	Revise draft letter responding to Ford's June 6, 2019 letter; continue to review Ford's document production;	3.90	2,535.00	MKB
Jun-13-19	Teleconference w/ P. Fazio; edit/revise draft correspondence regarding discovery;	0.75	506.25	JIC
	Revise draft letter to P. Fazio;	1.00	650.00	MKB
Jun-14-19	Prepare for conference call with Ford's counsel regarding discovery; telephone call with R. Berg regarding same; correspond with R. Kommer regarding same; research [REDACTED] [REDACTED]	4.00	2,600.00	MKB
Jun-17-19	[REDACTED] [REDACTED]; continue reviewing Ford's document production; correspond with Ford concerning its document production; telephone call with client concerning discovery;	7.50	4,875.00	MKB
Jun-18-19	Research re: [REDACTED];	3.20	2,080.00	CDB
	Continue to review Ford's document production;	7.40	4,810.00	MKB
	Continue drafting chronology of [REDACTED] [REDACTED] [REDACTED]	9.00	6,075.00	RJB
Jun-19-19	Review Order re: denying motion to amend complaint; review [REDACTED] [REDACTED]; emails with P. Fazio re: same;	2.75	1,856.25	JIC
	Discuss [REDACTED] with J. Carton; review Ford discovery responses for relevant information; review Ford documents;	3.50	2,275.00	CDB
	Continue to review Ford's document	8.20	5,330.00	MKB

production; review correspondence from P. Fazio regarding extending the discovery cut-off deadline; revise letter; discuss with R. Berg;

Jun-20-19	Emails with P. Fazio; conference with team re: [REDACTED]; review [REDACTED] [REDACTED]	2.75	1,856.25	JIC
	Telephone call with P. Fazio regarding letter to court; meet with J. Carton, R. Berg, and C. Barraza regarding [REDACTED]; continue to review Ford's document production;	8.30	5,395.00	MKB
	Conference with litigation team; review decision regarding motion to amend; continue review of Ford's documents;	7.50	5,062.50	RJB
Jun-21-19	Emails with P. Fazio; review ECF posting from Judge Stewart;	0.25	168.75	JIC
	Continue to review Ford's document production; discuss same with R. Berg;	1.50	975.00	MKB
	Continue drafting chronology and use of "hot" documents; conference (x3) with M. Bartley; conference with J. Carton regarding approach to further litigation;	8.50	5,737.50	RJB
Jun-24-19	Prepare supplemental discovery responses; continue to review Ford's document production;	4.00	2,600.00	MKB
Jun-25-19	Refine/revise draft settlement construct;	0.50	337.50	JIC
	Revised draft discovery responses; discuss same with B. Berg; correspond with client concerning same; continue document review;	7.40	4,810.00	MKB
Jun-26-19	Revise script and teleconference (lengthy) with P. Fazio re: prospective settlement;	1.50	1,012.50	JIC
Jun-28-19	Participate in conference call with Ford's counsel and court; telephone call with class members regarding court's decision to deny motion to amend complaint; continue to review Ford's document production;	8.00	5,200.00	MKB
Jul-01-19	Continue to review Ford's document production;	4.90	3,185.00	MKB



Jul-03-19	Continue to review Ford's document production;	8.20	5,330.00	MKB
Jul-08-19	Continued review of Ford's document production;	8.00	5,200.00	MKB
	Multiple conferences with M. Bartley regarding coordinated approach to review of Ford's documents and integration of one another's discovery and impressions;	9.00	6,075.00	RJB
Jul-10-19	Prepare for in-person settlement conference; review scripted remarks for same;	3.00	2,025.00	JIC
Jul-11-19	Settlement conference with P. Fazio, C. Halseth and S. Hammack;	4.50	3,037.50	JIC
Jul-12-19	Multiple emails and conferences with R. Berg and M. Bartley re: strategy;	1.50	1,012.50	JIC
Jul-16-19	Research prospective mediators; email to P. Fazio with prospective selections;	0.75	506.25	JIC
Jul-18-19	Email to P. Fazio regarding mediators;	0.20	135.00	JIC
Jul-23-19	Emails with P. Fazio and S. Hammack;	0.20	135.00	JIC
Aug-07-19	Teleconference with JAMS regarding Geronemus' availability; emails regarding same;	0.30	202.50	JIC
Aug-08-19	Review Ohio Judge's show cause order; emails with R. Berg and M. Bartley regarding same;	0.25	168.75	JIC
Aug-09-19	Email to P. Fazio regarding need to serve Ohio complaint in light of Court's Order to Show Cause;	0.25	168.75	JIC
Aug-16-19	Emails with P. Fazio regarding settlement and mediators;	0.25	168.75	JIC
	Correspond with Ohio local counsel regarding responding to order to show cause;	0.20	130.00	MKB
Sep-06-19	Emails with R. Berg regarding dismissal of Flannery action;	0.20	135.00	JIC
Sep-10-19	Teleconference with P. Fazio; email to JAMS regarding Geronemus' availability;	0.50	337.50	JIC

Sep-13-19	Emails with P. Fazio; review email from JAMS regarding Geronemus' availability;	0.25	168.75	JIC
Sep-17-19	Edit/revise draft mediation case information statement; forward same to P. Fazio;	0.25	168.75	JIC
Sep-23-19	Teleconference with P. Fazio; review proposed revisions to draft Information Statement for JAMS;	0.50	337.50	JIC
Sep-25-19	Emails with JAMS regarding mediation; conference with R. Berg regarding prospective depositions of Ford's representatives;	0.75	506.25	JIC
	Conference with J. Carton; review slate of prospective mediators; review hot documents and begin organization for deposition of corporate representative;	7.50	5,062.50	RJB
Sep-27-19	Review Ford documents;	1.80	1,170.00	CDB
Oct-01-19	Teleconference with P. Fazio regarding settlement construct and counterproposal; review and finalize deposition notices;	0.50	337.50	JIC
Oct-07-19	Draft correspondence to Magistrate regarding discovery extension;	0.50	337.50	JIC
Oct-08-19	Edit/revise draft letter to Magistrate; forward same to P. Fazio;	0.50	337.50	JIC
Oct-09-19	Review Ford documents;	2.50	1,625.00	CDB
	Continue to organize and catalogue most useful documents; conference (x3) with J. Carton regarding anticipated preparation of R. Kommer and likely areas of examination;	8.50	5,737.50	RJB
Oct-10-19	Teleconference with P. Fazio; revise draft letter to Judge Stewart; finalize and ECF file;	0.50	337.50	JIC
Oct-11-19	Begin extensive review of file in anticipation of Kommer deposition;	7.50	5,062.50	JIC
Oct-14-19	Lengthy file review regarding preparation for upcoming deposition of B. Kommer;	6.50	4,387.50	JIC
Oct-15-19	Review ECF posting regarding new scheduling order; review documents produced by Ford; emails with P. Fazio regarding deposition;	2.50	1,687.50	JIC

Oct-18-19	Continue file review and prep for Kommer deposition (and preparation);	6.75	4,556.25	JIC
Oct-21-19	Prep B. Kommer for deposition; [REDACTED]; [REDACTED]; edit/revise draft mediation statement;	8.50	5,737.50	JIC
	Prepare mediation statement; meet with JIC re: same; revise mediation statement per comments from J. Carton;	2.40	1,560.00	CDB
Oct-22-19	Defend B. Kommer deposition; conference with B. Kommer regarding same;	6.50	4,387.50	JIC
Oct-24-19	Prepare for teleconference with Mediator Geronemus; review agenda for call;	1.50	1,012.50	JIC
Oct-25-19	Teleconference with Mediator Geronemus; begin drafting mediation statement and proposed settlement construct;	4.75	3,206.25	JIC
Oct-28-19	Draft, edit and revise mediation statement; extract useful emails from Ford's production;	6.50	4,387.50	JIC
Oct-29-19	Edit/revise draft mediation statement; review additional documents from Ford's production; revise settlement construct;	4.00	2,700.00	JIC
Oct-30-19	Continue work on draft mediation statement;	1.50	1,012.50	JIC
Oct-31-19	Continue revisions to draft mediation statement; emails with P. Fazio;	2.50	1,687.50	JIC
Nov-01-19	Teleconference with client regarding participation in mediation; review materials regarding mediation;	0.50	337.50	JIC
Nov-07-19	Teleconference with P. Fazio;	0.30	202.50	JIC
Nov-08-19	Teleconference with R. Kommer; emails with class member regarding recent frozen latches; review Ford's response and objection to the 30(b)(6) deposition notice;	2.50	1,687.50	JIC
Nov-19-19	Edit/revise/finalize mediation statement and exhibits; draft transmittal letter to Mediator Geronemus;	4.50	3,037.50	JIC
Nov-22-19	Prepare for upcoming mediation; review multiple materials for same;	5.00	3,375.00	JIC

	Conference (x3) with J. Carton; assist preparations for upcoming mediation;	3.50	2,362.50	RJB
Nov-25-19	Final preparations for mediation; review all prior settlement materials; review prior Ford class action settlements; review mediation statement; draft talking points and responses to anticipated objections;	4.50	3,037.50	JIC
	Lengthy conference with J. Carton regarding anticipated mediation and likely inquiries (and responses) from mediator.;	4.50	3,037.50	RJB
Nov-26-19	Mediation at JAMS with D. Geronemus; conference with B. Kommer regarding same;	10.00	6,750.00	JIC
	Participate in mediation with Mediator Geronemus;	10.00	6,750.00	RJB
Nov-27-19	File review regarding additional materials required for expanded class and anticipated draft settlement agreement;	1.50	1,012.50	JIC
Dec-02-19	Draft correspondence to Judge Stewart; review potential models for settlement agreement;	1.50	1,012.50	JIC
Dec-03-19	Edit/revise draft letter to Judge Stewart; email P. Fazio regarding same;	0.25	168.75	JIC
Dec-04-19	Teleconference with P. Fazio; edit/revise draft letter to Magistrate Stewart and ECF file same;	0.50	337.50	JIC
Dec-05-19	Emails with opposing counsel and prospective Claims Administrator;	0.50	337.50	JIC
Dec-06-19	Teleconference with D. Isaac regarding prospective settlement administrator; teleconference with D. Kaufman regarding same;	0.75	506.25	JIC
Dec-10-19	Review ECF posting of deadline for preliminary approval filing; conference with R. Berg regarding same;	0.25	168.75	JIC
Dec-12-19	Emails with prospective class member regarding continued difficulties with door latches;	0.50	337.50	JIC
Dec-13-19	Conference with D. Isaac regarding prospective settlement administrator; review Heffler Claims proposal regarding same;	1.75	1,181.25	JIC

	Conference with potential administrator; conference with J. Carton regarding same;	1.50	1,012.50	RJB
Jan-06-20	Review detailed Settlement Administrator's proposal; email to S. Hammack and P. Fazio regarding same;	0.75	506.25	JIC
Jan-08-20	Emails with opposing counsel regarding settlement administrator;	0.50	337.50	JIC
Jan-14-20	Teleconference with S. Hammack and P. Fazio regarding settlement mechanics, selection of administrator and settlement terms; conference with R. Berg regarding same and amended complaint and draft preliminary approval brief;	1.50	1,012.50	JIC
	Multiple conferences with J. Carton; draft Amended Complaint; begin organizing approach to preliminary approval brief;	6.50	4,387.50	RJB
Jan-15-20	Review sections of draft brief in support of preliminary approval; emails with class member regarding difficulties with door latch;	2.50	1,687.50	JIC
	Continue drafting brief in support of motion for preliminary approval; conference with J. Carton regarding same;	5.75	3,881.25	RJB
Jan-17-20	Review/edit/revise draft Settlement Agreement;	2.75	1,856.25	JIC
Jan-21-20	Edit/revise draft Amended Complaint; edit/revise draft Settlement Agreement; conference with R. Berg regarding same;	2.50	1,687.50	JIC
	Continue drafting (and revising) amended complaint and preliminary approval brief; conference with J. Carton regarding same;	6.50	4,387.50	RJB
Jan-22-20	Conference with R. Berg regarding sections of preliminary approval brief; emails with D. Kaufman at Heffler Claims; review draft Second Amended Complaint;	1.75	1,181.25	JIC
Jan-24-20	Review recent case law regarding [REDACTED] [REDACTED] [REDACTED]	5.50	3,712.50	RJB
Jan-27-20	Edit/revise draft brief in support of motion for preliminary approval; conference with R. Berg regarding same;	4.75	3,206.25	JIC

	Continue revising all papers in support of preliminary approval; conference with J. Carton regarding same;	6.75	4,556.25	RJB
Jan-28-20	Emails with S. Hammack; draft letter to Judge Kahn regarding brief extension of time in which to submit preliminary approval motion;	0.50	337.50	JIC
Jan-29-20	Conference with R. Berg regarding class member's experience in Syracuse and notice to Ford;	0.50	337.50	JIC
	Teleconference with prospective class member; conference with J. Carton; draft file memo regarding same;	3.50	2,362.50	RJB
Feb-03-20	Teleconference with S. Hammack regarding open issues concerning settlement and motion for preliminary approval; draft letter to B. Kommer regarding ██████████;	1.00	675.00	JIC
Feb-07-20	Review S. Hammack's edits and revisions to draft amended complaint and settlement agreement; emails with S. Hammack; conference with R. Berg regarding selection of administrator'	1.50	1,012.50	JIC
	Conference with J. Carton; review settlement administrator's proposal;	1.50	1,012.50	RJB
Feb-10-20	Conference with D. Isaac regarding selection of Settlement Administrator; review revised proposal;	0.75	506.25	JIC
	Conference with prospective settlement administrator and J. Carton; revise/edit draft notices to class members;	1.75	1,181.25	RJB
Feb-11-20	Emails with D. Isaac; emails with S. Hammack; review revised draft Settlement Agreement;	0.75	506.25	JIC
Feb-12-20	Review, edit and revise draft Short Form Class Notice, Preliminary Approval Order and Final Approval Order; conference with R. Berg regarding same; emails with JND;	1.50	1,012.50	JIC
Feb-13-20	Teleconference with S. Hammack and D. Isaacs regarding administration of settlement; teleconference with D. Kaufman of Heffler Claims;	0.75	506.25	JIC

Feb-14-20	Review, edit and revise draft Settlement Agreement; review timeline created by O'Melveny; emails with opposing counsel;	2.50	1,687.50	JIC
	Edit/revise draft settlement agreement; conference with J. Carton regarding same;	3.00	2,025.00	RJB
Feb-19-20	Teleconference with S. Hammack regarding briefs in support of preliminary approval; review S. Hammack's proposed revisions; review draft long form class notice;	3.50	2,362.50	JIC
Feb-20-20	Extensive revisions to draft brief in support of preliminary approval to reflect Ford's counsel's comments and input; multiple conferences with R. Berg regarding same; review JND proposed edits to short and long form notice;	5.50	3,712.50	JIC
	Multiple conferences with J. Carton; review J. Carton edits to draft papers in support of preliminary approval;	4.50	3,037.50	RJB
Feb-21-20	Review Settlement Administrator's comments to draft Notice forms; review draft Declaration; forward revised brief in support of preliminary approval to S. Hammack;	2.75	1,856.25	JIC
Feb-24-20	Review Ford's draft brief in support of preliminary approval; teleconference with P. Fazio; teleconference with S. Hammack; review draft correspondence to Judge Kahn and revise same;	2.75	1,856.25	JIC
Feb-25-20	Review next round of edits by Ford to all documents;	1.75	1,181.25	JIC
Feb-26-20	Review multiple iterations of all documents (PAO, FAO, Short Form and Long Form Notices, Preliminary Approval Brief and SAC) emails with opposing counsel;	3.75	2,531.25	JIC
	Review and comment on all supporting documents and exhibits to preliminary approval papers;	3.00	2,025.00	RJB
Feb-27-20	Continue revisions to draft preliminary approval documents;	3.75	2,531.25	JIC
Feb-28-20	Edit/revise draft brief in support of preliminary approval; email to S. Hammack regarding same;	1.50	1,012.50	JIC

Mar-03-20	Continue to edit/revise all papers in support of preliminary approval; proof all edits and revisions;	3.50	2,362.50	JIC
Mar-04-20	Review revised Ford brief in support of motion for preliminary approval; teleconference with S. Hammack; review final draft of our affirmative filings;	2.50	1,687.50	JIC
Mar-05-20	Finalize entire filing in support of motion for preliminary approval; review revised, final draft of Ford's brief in support; teleconference with Judge Kahn's chambers regarding return date;	3.50	2,362.50	JIC
Mar-26-20	Emails with Judge D'Agostino's clerk; teleconference with P. Fazio;	0.50	337.50	JIC
Mar-27-20	Teleconference with P. Fazio; teleconference with NDNY (Judge D'Agostino); draft proposed Order; emails with P. Fazio regarding same;	0.75	506.25	JIC
	Teleconference with Judge D'Agortino; conference with J. Carton;	0.75	506.25	RJB
Mar-31-20	Review ECF Order by Judge D'Agostino; emails with B. Norton regarding same;	0.25	168.75	JIC
Apr-29-20	Teleconference with P. Fazio regarding update regarding preliminary approval hearing; review prior ECF order;	0.50	337.50	JIC
May-01-20	Await conference call with Judge D'Agostino; teleconference with Britney Norton regarding pending motion for preliminary approval;	0.75	506.25	JIC
May-04-20	Review ECF filed Preliminary Approval Order; teleconference with P. Fazio;	0.75	506.25	JIC
May-05-20	Teleconference with P. Fazio; review ECF notice regarding status report update; draft proposed report; emails with JND regarding preliminary approval order;	0.50	337.50	JIC
May-06-20	Teleconference with P. Fazio regarding Joint Status Report; edit/revise draft report; review ECF filing of same;	0.50	337.50	JIC
May-11-20	Emails with Settlement Administrator regarding implementation of PAO;	0.30	202.50	JIC



May-22-20	Emails with Settlement Administrator regarding notice to Class Members;	0.25	168.75	JIC
Jun-18-20	Emails with opposing counsel and JND regarding notices and Claim Form;	0.25	168.75	JIC
Jul-23-20	Review Claim Form and Claim Instructions; email to Settlement Administrator;	0.75	506.25	JIC
Jul-24-20	Review revised draft Claim Form and Instructions; emails with Settlement Administrator;	0.50	337.50	JIC
Aug-04-20	Multiple emails with Settlement Administrator and defense counsel;	0.50	337.50	JIC
Aug-05-20	Emails with Settlement Administrator and defense counsel regarding claims form and instruction;	0.75	506.25	JIC
Aug-14-20	Emails with Settlement Administrator and Ford's counsel regarding notice documents;	0.25	168.75	JIC
Aug-17-20	Review additional edits/revisions to draft settlement notice materials (claim form and accompanying instructions);	0.75	506.25	JIC
Aug-18-20	Review multiple emails with Settlement Administrator; review draft website; review S. Hammack's comments to Claim Form and instructions;	0.75	506.25	JIC
Aug-19-20	Emails with Settlement Administrator and S. Hammack regarding Short Form Notice and other notice materials;	0.50	337.50	JIC
Aug-20-20	Emails with Settlement Administrator; review draft website;	0.50	337.50	JIC
Aug-24-20	Additional review of proposed edits to website and notice materials; emails with Administrator;	0.50	337.50	JIC
Aug-25-20	Additional review and revisions to Settlement Website; emails with administrator and S. Hammack regarding same;	0.50	337.50	JIC
Aug-26-20	Further review of revisions to website and notice materials;	0.50	337.50	JIC
Aug-27-20	Additional review of edits to website and	0.50	337.50	JIC

	notice documents (and claim form); emails with Settlement Administrator regarding same;			
Sep-09-20	Conference with R. Berg regarding inquiry from Class Member regarding pending resolution;	0.25	168.75	JIC
Sep-14-20	Review Class Members' inquiries regarding settlement and help drafting responses;	0.75	506.25	JIC
Sep-16-20	Emails with Judge Kahn's clerk; review opt-out correspondence to Court;	0.25	168.75	JIC
Sep-29-20	Emails with R. Berg regarding additional class members' inquiries;	0.25	168.75	JIC
Oct-05-20	Review, edit and revise draft brief in support of fee application;	3.75	2,531.25	JIC
Oct-07-20	Edit/revise draft brief in support of fee application; conference with R. Berg regarding same;	2.75	1,856.25	JIC
Oct-09-20	Emails with Class Member regarding participation in settlement; review/edit/revise draft affirmation in support of fee petition;	1.75	1,181.25	JIC
	Totals	1277.20	\$843,652.50	

**FEE SUMMARY:**

<b>Lawyer</b>	<b>Hours</b>	<b>Effective Rate</b>	<b>Amount</b>
Jeffrey Carton	279.65	\$675.00	\$188,763.75
Chris Barraza	85.20	\$650.00	\$55,380.00
Myles K. Bartley	653.10	\$650.00	\$424,515.00
Robert J. Berg	259.25	\$675.00	\$174,993.75

**DISBURSEMENTS**

Process Service	379.32
Filing Fees	800.00
Legal Research	1,617.50
JAMS Mediation Fees	10,375.34
Federal Express	119.42
Totals:	\$13,291.58

**Total Fee & Disbursements \$856,944.08**

# EXHIBIT B



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## INTRODUCTION

Denlea & Carton LLP was formed in January 2013, by a group of six attorneys with over a century of combined experience between them, and substantial litigation experience in complex consumer fraud and class action cases. We have successfully prosecuted a myriad of class action cases throughout the country. In addition to our class action practice, we also represent clients in trial and appellate courts and arbitral forums in a variety of complex commercial matters.

The firm's attorneys have been on the cutting edge of consumer fraud and class action practice throughout the country. Jeffrey Carton argued before the Massachusetts Supreme Judicial Court in the landmark case of Tyler v. Michaels Stores, Inc., which held that the collection of zip codes in connection with credit card purchases violates Massachusetts General Laws ch. 93, §105 prohibiting the collection of personal identification information in connection with credit card transactions. Jeff also successfully argued before the New Jersey Supreme Court the leading consumer fraud case in New Jersey, Lee v. Basic Research, et. al., which resulted in the unanimous 9-0 opinion reversing two lower courts' decisions denying class certification in a consumer fraud class action. Jeff has successfully prosecuted consumer fraud class actions against, among others, Costco, Sam's Club, The Gap, Empire Blue Cross, Shell, Bayer and Ticketmaster, recovering tens of millions of dollars for consumers.

Our attorneys graduated from some of the best colleges and law schools in the country, including Columbia University, Dartmouth College, Amherst College, University of Pennsylvania, University of Chicago, and Cornell University. We have also trained at some of the finest law offices in the country, including Cravath, Swaine & Moore, Skadden Arps, Bernstein Liebhard, and the offices of the Westchester County District Attorney.

Our attorneys are ranked at the top of their profession, and have been recognized by Super Lawyers, US News & World Reports' "Best Lawyers", Martindale-Hubbell, the Million Dollar Advocates Forum, the American Bar Foundation, and Litigation Counsel of America as amongst the most experienced and well-qualified attorneys in the country.

## **REPRESENTATIVE CLASS ACTION CASES**

Denlea & Carton's attorneys have been certified as class counsel and/or have successfully prosecuted numerous class actions including:

*Llanos v. Shell Oil Company And Shell Oil Products US*, No. SU- 2006-009404 (N.Y. Sup. Ct.). State-wide class action alleging that Shell improperly imposed monthly inactivity or dormancy fees on Shell Gift Cards in violation of New York Gen. Bus. L. § 349 and Shell's contracts with its customers. The court certified the class and approved a settlement on March 31, 2010.

*Argento v. Wal-Mart Stores*, No. 22850/06 (N.Y. Sup. Ct.). On October 2, 2009, the New York Appellate Division granted plaintiff's motion for certification of a state-wide class of consumers alleging that Sam's Club violated state consumer protection laws and its membership contracts by backdating membership renewals. The court subsequently approved a settlement in May, 2012.

*Dupler v. Costco Wholesale Corporation*, Civ. No. 06-3141 (E.D.N.Y.). Class action alleging that Costco backdated membership renewals purchased after the prior membership period's expiration date, in violation of state consumer protection laws and Costco's membership contracts. Class certification was granted on January 31, 2008 and a nationwide class settlement was approved on April 20, 2010.

*In re Ticketmaster Sales Practices Litigation*, No. 09-0912 (C.D.Cal.). Court appointed Jeffrey I. Carton interim co-lead counsel pursuant to Federal Rule of Civil Procedure 23(g) on July 17, 2009. On February 13, 2012, the court granted final approval for a settlement.

*In re Bayer Corp. Combination Aspirin Products Marketing and Sales Practices Litigation*, No. 09-2023 (E.D.N.Y.). On June 8, 2009, the court appointed Jeffrey I. Carton to Plaintiff's Executive Committee in this Multidistrict Litigation in which plaintiffs allege that Bayer Flealthcare LLC violated state consumer protection and warranty laws in connection with the deceptive marketing and sales of Bayer combination aspirin products. A nationwide class action settlement was subsequently achieved.

*Luks v. Empire Blue Cross/Blue Shield*, Index No. 03/64337 (N.Y. Sup. Ct. N.Y. Cty.). State-wide class action brought on behalf of more than 1,000 surgeons that compelled insurer to revoke its policy, commonly referred to as the "single incision" policy, of refusing to cover certain medically appropriate surgical procedures. The action was resolved on a class-wide

basis, providing millions of dollars in reimbursement to New York physicians.

*Breedlove v. Window Rock Ent., Inc.*, 04-00610 (Cal. Super. Ct. Orange Cty.). Consumer class action challenging false and deceptive advertising for the popular diet supplement CortiSlim. The case was resolved on a nationwide class basis.

*Costa v. Kerzner International*, 11-60663 (S.D.Fla.). Class action challenging Atlantis' Resorts practice of collecting a mandatory housekeeping gratuity. A final class settlement was approved.

*Fox v. Cheminova, Inc.*, 00-5145 (E.D.N.Y.). Class action brought against pesticide manufacturers on behalf of commercial lobstermen on Long Island Sound, alleging destruction of lobster stock. The court certified the class and approved a settlement.

*Dupler v. Old Navy LLC and The Gap, Inc., No. 06/008356 (N.Y. Sup. Ct., Nassau Cty.)*. Class action alleging consumers were short-changed when returning merchandise bought with store-issued coupons. On August 6, 2007, the court approved a settlement.

*Aggarwal v. MagicJack LP*, No. 50 2011 CA 009521 (Fla. Cir. Ct. Palm Beach Cty.). Class action alleging consumers' renewal dates for internet telephone subscriptions were set unlawfully. A nationwide class action settlement was approved in February, 2012.

*Lee V. Carter-Reed, et al.*, No. UNN-L-3969-04 (Superior Court, Union County, New Jersey). Class action alleging deceptive advertising in the sale of a weight-loss supplement. The case was certified as a class action (as ordered by the Supreme Court of the State of New Jersey), and eventually the case was resolved on a nationwide basis. The court provided its final approval of the class action settlement on April 2, 2015.

*Jennings v. NBTY, Inc, et al.*, 11 CV 07972 (N.D. Ill.). Consumer fraud class action challenging false and deceptive advertising for glucosamine/chondroitin products. A nationwide settlement involving approximately 10 million consumers was approved on July 14, 2016.

*Tyler v. Michaels Stores, Inc.*, 1:11-cv-10920 (D. Mass.) Court appointed co-lead counsel in class action challenging illegal collections of personal identification information during credit card transactions in violation of Massachusetts privacy law.