

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

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

PLAINTIFFS,

v.

NISSAN NORTH AMERICA, INC.,

DEFENDANT.

Case No. 3:18-cv-00588

Judge Eli Richardson  
Magistrate Judge Alistair E. Newbern

**DECLARATION OF LAWRENCE  
DEUTSCH IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND IN  
SUPPORT OF FEES AND COSTS**

I, Lawrence Deutsch, hereby declare as follows:

1. I am a shareholder at Berger Montague PC (“Berger Montague”). I make this declaration in support of the Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and Service Awards. I have personal knowledge of the facts stated below and, if called upon, could competently testify thereto.

**Background**

2. Berger Montague, with co-counsel Capstone Law APC (“Capstone”) and Whitfield, Bryson & Mason, LLP (“WBM”), have represented Plaintiffs Patricia Cruz, Michelle Falk, Cynthia Garrison, Indhu Jayavelu, Waldo Leyva, Amanda Macri, Danielle Trotter, and Patricia Weckwerth. These Plaintiffs, along with Plaintiffs Michael Knotts and Pamela Pritchett, who filed related cases, all filed class actions against Nissan stemming from the design and manufacture of the allegedly defective CVT transmissions in the Sentra and Versa Class Vehicles. These consolidated actions are: (1) *Falk v. Nissan North America, Inc.*, No. 4:17-cv-04871 (N.D.

Cal.); (2) *Pamela Pritchett, et al. v. Nissan North America, Inc.*, No. 2:17-cv-00736 (M.D. Ala); (3) *Knotts v. Nissan North America, Inc.*, No. 17-cv-05049 (D. Minn.); and (4) *Norman v. Nissan North America, Inc. and Nissan Motor Co., Ltd.*, No. 3:18-cv-00588 (M.D. Tenn.) (collectively, “Nissan CVT Litigation”).

3. As further discussed below, the Plaintiffs in the *Falk* action defeated a motion to dismiss as to the majority of their claims and engaged in protracted and successful discovery disputes resulting in the production of 17,000 pages of documents.

4. After mediation, the Parties to this and several other Nissan CVT actions reached three settlements involving three vehicle and transmission model groups, and there were three actions pending in the Middle District of Tennessee before this Court. The Parties agreed, for the sake of logic and efficiency, to group the Plaintiffs according to the settlements to which they were a party. Accordingly, the named Plaintiffs in the Nissan Sentra and Versa CVT actions set forth above were added to the original *Norman* case, No. 3:18-cv-00588 (now known as “the *Weckwerth* action” or the “Sentra/Versa action”) for settlement approval via the First Amended Complaint on June 4, 2019. ECF No. 68.

5. My firm, Berger Montague, has been engaged in complex and class action litigation since 1970. While our firm has offices in Philadelphia, Pennsylvania; San Diego, California; Washington, D.C.; and Minneapolis, Minnesota, we litigate nationwide. Our firm’s practice areas include Antitrust, Commercial Litigation, Commodities & Options, Consumer Protection, Corporate Governance & Shareholder Rights, Employment Law, Environmental & Mass Tort, ERISA & Employee Benefits, Insurance and Financial Products & Services, Lending Practices & Borrowers’ Rights, Securities Fraud, and Whistleblowers, Qui Tam & False Claims Acts. Our compensation is almost exclusively from court-awarded fees, court-approved settlements, and contingent fee agreements.

6. I am admitted to practice before courts in Pennsylvania and New Jersey. I have also been admitted to practice before the United States Court of Appeals for the First, Second, Third,

and Fourth Circuits; the United States District Court of the Eastern District of Pennsylvania; and the United States Court of Federal Claims.

7. Berger Montague's Consumer Protection Group represents consumers when they are injured by false or misleading advertising, defective products, including automobiles, data privacy breaches, and various other unfair trade practices. Berger Montague's successful class action settlements providing relief to automobile owners and lessees include: *Batista v. Nissan N. Am., Inc.*, No. 14-24728-RNS (S.D. Fla. June 29, 2017), ECF No. 191 (approving class action settlement for an alleged CVT defect, including a two-year warranty extension); *Soto v. American Honda Motor Co., Inc.*, No. 3:12-cv-01377 (N.D. Cal.) (as co-lead counsel, obtained a warranty extension and out-of-pocket expense reimbursements for consumers who purchased defective Hondas); *Davis v. General Motors LLC*, No. 8:17-cv-2431 (M.D. Fla. 2017) (as co-lead counsel, obtained settlement for defects in Cadillac SRX headlights); *Yeager v. Subaru of America, Inc.*, No. 1:14-cv-04490 (D.N.J. Aug. 31, 2016) (approving class action settlement for damages from defect causing cars to burn excessive amounts of oil); *Salvucci v. Volkswagen of America, Inc. d/b/a Audi of America, Inc.*, No. ATL-1461-03 (N.J. Sup. Ct. 2007) (as co-lead counsel, obtained settlement for nationwide class alleging damages from defectively designed timing belt tensioners); *In Re Volkswagen and Audi Warranty Extension Litigation*, No. 07-md-1790-JLT (D. Mass. 2007) (obtained settlement valued at \$222 million for nationwide class, alleging engines were predisposed to formation of harmful sludge and deposits leading to engine damage);

8. Other consumer class action settlements in which our firm was co-lead counsel and in which I was actively involved include: *Cole v. NIBCO, Inc.*, No. 3:13-cv-07871-FLW-TJB (D.N.J.) (obtaining a \$43.5 million settlement on behalf of nationwide class of consumers who purchased allegedly defective tubing manufactured by NIBCO and certain fittings and clamps used with the tubing); *In re: Certain Teed Fiber Cement Siding Litigation*, MDL No. 2270 (E.D. Pa.) (obtained a settlement of more than \$103 million in a multidistrict products liability litigation concerning CertainTeed Corporation's fiber cement siding, on behalf of a nationwide class); and

*Tim George v. Uponor, Inc., et al.*, No. 12-CV-249 (D. Minn.) (achieving a \$21 million settlement on behalf of a nationwide class of consumers who purchased defective plumbing parts).

9. A condensed profile of our firm's experience in complex class actions, and specifically in consumer protection and products liability cases, is attached as Exhibit A.

#### **The *Falk* and *Norman* Cases' Procedural History**

10. On August 22, 2017, Berger Montague and WBM, with their co-counsel in the *Falk* case, Migliaccio & Rathod, LLP ("Migliaccio & Rathod"); Parker Waichman, LLP ("Parker Waichman"); Kantrowitz Goldhammer & Graifman, P.C. ("KGG"); and Bronstein Gewirtz & Grossman ("BGG"), filed a detailed class action complaint against Nissan in the United States District Court for the Northern District of California. In the complaint, Plaintiffs Cruz, Falk, Jayavelu, Macri, and Trotter asserted claims individually and on behalf of similarly situated individuals who purchased or leased 2013-present model year Nissan Sentra vehicles in California, Ohio, New York, Colorado, and Illinois, along with a nationwide class. *Falk*, ECF No. 1. The complaint included allegations of Nissan's knowledge of consumer complaints and consumers' concern about the Nissan Sentra's CVT alleged transmission judder.

11. Jeffrey Osterwise, Shimon Yiftach, Peretz Bronstein, Gary Mason, Jennifer S. Goldstein, Nicholas A. Migliaccio, Jason S. Rathod, Gary S. Graifman, Jay I. Brody, Daniel Calvert, Catherine S. Blackshear, and I appeared as counsel on the initial complaint.

12. On September 19, 2017, the parties stipulated to the filing of the Falk Plaintiffs' First Amended Complaint, adding Cynthia Garrison as a named plaintiff to thereby add a proposed class of Massachusetts purchasers asserting claims under Massachusetts law. *Falk*, ECF No. 17. On September 27, 2017, the Falk Plaintiffs filed their First Amended Complaint, adding plaintiff Cynthia Garrison and a Massachusetts sub-class. *Falk*, ECF No. 19.

13. On October 26, 2017, Nissan filed a motion to dismiss some, but not all, of the Falk Plaintiffs' fifteen causes of action. Nissan did not move to dismiss Plaintiffs Falk and Garrison's breach of implied warranty claims under California and Massachusetts law, Plaintiff Falk's

California consumer protection claims, and Plaintiff Macri's Illinois consumer protection claims. *Falk*, ECF No. 35.

14. Following briefing and argument by the parties, on May 16, 2018, the *Falk* court denied in substantial part Nissan's motion to dismiss the First Amended Complaint. Specifically, the court denied Nissan's motion to dismiss the Falk Plaintiffs' express and implied warranty claims and Magnuson-Moss Warranty Act claims. The court granted Nissan's motion to dismiss Plaintiff Macri's implied warranty claim under Illinois law and Plaintiff Jayavelu's implied warranty claim under Ohio law. The court also denied Nissan's motion to dismiss Plaintiffs' state consumer protection statute claims, except Plaintiff Jayavelu's Ohio Consumer Sales Practices Act claim. Finally, the court denied Nissan's motion to dismiss the Falk Plaintiffs' claims for declaratory relief but granted its motion to dismiss the unjust enrichment claims and claims for equitable relief. *Falk*, ECF No. 62.

15. On June 6, 2018, the *Falk* Plaintiffs filed their Second Amended Complaint adding Plaintiff Leyva, who had filed an overlapping complaint on September 11, 2017 in the United States District Court for the Central District of California entitled *Leyva v. Nissan North America, Inc.*, Case No. 5:17-cv-01870 FMO. Leyva voluntarily dismissed that action to join the *Falk* case, following an agreement between the plaintiffs in both cases to minimize duplication of expense and effort. The Second Amended Complaint also included amended allegations for Plaintiff Jayavelu's Ohio Consumer Sales Practices Act and implied warranty claims. *Falk*, ECF No. 67.

16. The parties had briefed Defendant's motion to dismiss Plaintiffs' Second Amended Complaint at the time the parties reached the Settlement. On August 27, 2019, the *Falk* court terminated the motion as moot, without prejudice to refiling should the Settlement not become effective. *Falk*, ECF No. 102.

17. On June 26, 2018, Berger Montague, Capstone, and WBM filed suit on behalf of Plaintiffs Norman, Weckwerth, and Wescott (collectively, "Norman Plaintiffs") against Nissan North America, Inc., (the United States subsidiary) and Nissan Motor Co., Ltd. (the Japanese parent company) in the Middle District of Tennessee on behalf of themselves and other persons

who purchased or leased any 2013-2017 Nissan Versa, Versa Note or Juke equipped with an Xtronic CVT.

18. In the *Norman* action, the Parties negotiated a discovery and tolling agreement whereby Nissan Japan agreed to be subject to discovery in exchange for a dismissal without prejudice.

19. After entering into a stipulation setting a briefing schedule and extending the deadline for Defendant to respond, Nissan filed its motion to dismiss Plaintiffs' complaint on August 29, 2018. ECF No. 47. The motion was briefed and under submission when the Parties negotiated this settlement. *See* ECF No. 54, 56.

20. Because the Nissan Juke claims are being settled in a separate action, the Plaintiffs with Nissan Juke vehicles, Cheyne Norman and Sophia Wescott, have been deleted from the operative complaint for Sentra and Versa cars. Instead, they are the lead plaintiffs in the current *Norman* action, Case No. 3:18-cv-00543 (formerly known as the *Madrid v. Nissan* action). The Nissan Juke claims are being presented separately, but concurrently, for settlement approval.

#### **Pre-Suit Investigation and Discovery**

21. Beginning in early 2017, the counsel in the *Falk* case began receiving communications from Nissan Sentra owners complaining of issues with their vehicles' transmissions. Over 100 such complaints were investigated prior to commencing the earliest-filed action of the Nissan CVT Litigation, the *Falk* case.

22. Plaintiffs Patricia Cruz (purchased a 2014 Sentra), Michelle Falk (purchased a 2015 Sentra), Indhu Jayavelu (purchased a 2016 Sentra), Amanda Macri (purchased a 2013 Sentra), and Danielle Trotter (purchased a 2013 Sentra). They all complained that their vehicles' transmissions suffered from a transmission judder, despite several attempts to have Nissan dealerships diagnose and correct the problem under their vehicles' warranties.

23. Counsel researched the history of Ms. Cruz's, Ms. Falk's, Ms. Macri's, Ms. Trotter's, and the Jayavelus' purchases of their vehicles and their service records before bringing this class action lawsuit.

24. Plaintiff Cynthia Garrison (purchased a 2015 Sentra) also complained that her vehicle's transmission suffered from a transmission judder, despite several attempts to have Nissan dealerships diagnose and correct the problem under their vehicle's warranty, so she was added as a class representative for a proposed Massachusetts class.

25. In addition to interviewing and responding to Plaintiffs Cruz, Falk, Garrison, Jayavelu, Macri, and Trotter, regarding their potential claims, Berger Montague, along with co-counsel, responded to several hundred inquiries from Class Members and investigated many of their reported claims. From pre-suit investigation and continuing over the course of litigation, Berger Montague, along with co-counsel Capstone and WBM, conducted detailed interviews with Class Members regarding their pre-purchase research, their purchasing decisions, and their repair histories, and developed a plan for litigation based on Class Members' reported experiences with their Class Vehicles.

26. Berger Montague, along with co-counsel Capstone and WBM, also researched the alleged CVT defect and Nissan's response to it through information available from the National Highway Traffic Safety Administration ("NHTSA"). They also reviewed and researched consumer complaints and discussions of the alleged CVT defect in articles and forums online, in addition to various Nissan manuals and technical service bulletins ("TSBs") discussing the CVT issue. Finally, they conducted research into the various causes of action and analyzed similar automotive actions.

27. Berger Montague conducted an extensive search to identify experts suitable to provide guidance and, ultimately, expert opinions about technical and engineering matters likely to arise during the litigation. Berger Montague had discussion with experts who have specific education and experience related to automotive transmissions, including CVTs. Berger Montague,

along with co-counsel Capstone and WBM, ultimately retained William Mark McVea, a mechanical engineer specializing in power transmission devices.

28. While the first Motion to Dismiss was pending in the *Falk* case, the parties negotiated an initial case management statement, which they submitted on November 14, 2017. *Falk*, ECF No. 43. Gary Mason of WBM, Shimon Yiftach of Bronstein Gewirtz (our local counsel), and I, along with counsel for Nissan, appeared before the judge on November 14, 2017, after which the parties negotiated and submitted a supplemental case management statement. *Falk*, ECF No. 46, 51.

29. The parties exchanged initial disclosures, pursuant to Fed. R. Civ. P. 26(a)(1). To prepare for this, Berger Montague, along with co-counsel WBM, conferred with plaintiffs to identify and collect evidence in their possession.

30. The Falk Plaintiffs also pushed for discovery while the first Motion to Dismiss was pending. On February 23, 2018, they served fifty-three Requests for Production seeking emails among Nissan employees, emails between Nissan North America and Nissan Japan, and emails between Nissan and its transmission supplier, JATCO, regarding transmission issues that Nissan identified and memorialized in its TSBs. Nissan served its responses on May 2, 2018. On May 25, 2018, Nissan served Plaintiffs Cruz, Falk, Garrison, Jayavelu, Macri, and Trotter with forty-two Requests for Production and eighteen interrogatories, each. Berger Montague, along with co-counsel Capstone and WBM, working closely with Plaintiffs, prepared responses and objections for each Plaintiff, which were served on August 24, 2018.

31. Following the favorable May 26, 2018 Motion to Dismiss Order, the Falk Plaintiffs conducted eight meet-and-confer teleconferences with Nissan regarding Nissan's ESI obligations, custodial email searches, and ESI searches of several additional databases. When the negotiations did not resolve key questions, counsel for Plaintiffs drafted and served on Defendants a Motion to Compel (but held in abeyance from filing while negotiations continued) further responses to twenty-six of Plaintiffs' Requests for Production. Ultimately, Nissan agreed to conduct searches

of several databases, including custodial email searches, and to further produce responsive documents.

32. The Parties also heavily negotiated a protective order regarding confidentiality of documents and information produced in discovery. On June 14, 2018, the Parties' proposed stipulated protective order was submitted by administrative motion. *Falk*, ECF No. 68. On June 15, 2018, the court granted the motion and entered the protective order. *Falk*, ECF No. 69, 70.

33. Defendant produced over 17,000 pages of documents, including spreadsheets of warranty and customer complaints containing thousands of rows of data; owners' manuals; maintenance and warranty manuals; design documents (e.g., technical drawings); internal Nissan project files with tests, investigation reports, countermeasure evaluations; TSBs; field reports; and internal Nissan emails regarding the alleged CVT failures. Berger Montague, along with co-counsel Capstone and WBM, reviewed this discovery and aggressively pursued and secured supplemental document productions. Through this process, Berger Montague, along with co-counsel Capstone and WBM, identified information that was instrumental in moving this case to a settlement and to advance the interests of the Settlement Class during mediation.

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

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

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

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

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

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

39. Plaintiffs Cruz, Falk, Garrison, Jayavelu, Leyva, Macri, Trotter, and Weckwerth were informed and engaged throughout the mediation and settlement process.

40. On June 6, 2019, Class Counsel filed Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and supporting documentation, including the executed Settlement Agreement, which summarized the material terms of the Settlement Agreement, including the benefits to the settlement class, attorneys' fees and expenses, class representative incentive payments, releases of claims, the details of the plan for notifying the class members, and the legal standards and argument requesting the Court's preliminary approval of the parties' Settlement Agreement. ECF No. 71, 74-2. The motion for preliminary approval was also supported by declarations of counsel Cody Padgett (Capstone), Lawrence Deutsch (Berger Montague), Gary Mason (WBM), Taylor C. Bartlett (Heninger Garrison Davis LLC), Melissa Weiner (Pearson, Simon & Warshaw, LLP), Natalie Finkelman (Shepherd, Finkelman, Miller & Shah, LLP)—all these firms are collectively Class Counsel for this settlement of the claims on behalf of the Sentra

and Versa cars in the Settlement Class; a declaration of a representative of the proposed Claims Administrator, Carla Peak for KCC, LLC; and other relevant records and filings.<sup>1</sup>

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

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

#### **Motion for Final Approval of the Settlement Agreement**

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

#### **Settlement Benefits and Recognition of Difficulties Associated with Litigation**

44. Class Counsel, including Berger Montague, have been responsible for the prosecution of this Action and for the negotiation of the Settlement Agreement. We have

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<sup>1</sup> On June 19, 2019, Berger Montague, Capstone, WBM, and counsel for Nissan filed a joint status report and motion for stay of all proceedings in the *Falk* case to inform that court of Plaintiffs' preliminary approval of the Settlement. *Falk*, ECF No. 98. Subsequently, on September 16, 2019, Berger Montague, Capstone, WBM, and counsel for Nissan filed a joint status report in the *Falk* case to inform that court that this Court had granted preliminary approval of the Settlement to which Plaintiffs Cruz, Falk, Garrison, Jayavelu, Leyva, Macri, and Trotter are parties. *Falk*, ECF No. 103.

vigorously represented the interests of the Class Members throughout the course of the litigation and settlement negotiations.

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

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

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

47. Throughout the course of investigation, pleadings, mediation, and filing of the Settlement Agreement with the Court, Berger Montague has devoted significant time and resources to the investigation, development, and resolution of this case.

48. In addition to me, the following Berger Montague lawyers made substantial contributions to achieving the Settlement:

- (a) Russell D. Paul,
- (b) Eugene R. Tompkins (former associate);
- (c) Jeffrey L. Osterwise.

49. The hourly rates for Berger Montague's attorneys are: \$720.00 for Lawrence Deutsch, \$695.00 for Russell D. Paul, \$570.00 for Eugene R. Tompkins, and \$545.00 for Jeffrey L. Osterwise. These rates reflect current market rates by private attorneys of similar experience, expertise, and reputation for comparable work.

50. Since the inception of the earliest-filed case in the Nissan CVT Litigation (the *Falk* case), my firm has devoted a total of 1630.9 attorney, paralegal, and legal staff hours to this case, which were reasonable and necessary to prosecute the case. Specifically, our firm, with co-counsel, made the following contributions on behalf of the settlement class: initial fact investigation and legal research; interviewing clients for pre-suit investigation; researching and drafting Complaints; briefing (and defeating) Rule 12 motions; conducting written discovery, including holding eight meet and confer negotiations and preparing a motion to compel; analyzing records and spreadsheets of information produced by Defendant; locating and vetting experts; preparing for and participating in numerous mediation sessions; engaging in extended settlement negotiations with Defendant's counsel; drafting preliminary and final approval papers; responding to class member inquiries; and overseeing the notice process.

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

Name	Position	Hours	Hourly Rate	Fee
Deutsch, Lawrence	Shareholder	578.2	\$720.00	\$416,304.00
Paul, Russell D.	Shareholder	325	\$695.00	\$225,875.00
Tompkins, Eugene R.	Fmr. Sr. Associate	281.4	\$570.00	\$160,398.00
Osterwise, Jeffrey L.	Sr. Associate	227	\$545.00	\$123,715.00
Park, Amey J.	Associate	16.6	\$435.00	\$7,221.00
MacMillan, George A.	Fmr. Paralegal	54.6	\$310.00	\$16,926.00
Brandy, Max D	Paralegal	23.3	\$300.00	\$6,990.00
Green, Ruben	Paralegal	28	\$255.00	\$7,140.00
Bibby, Thomas W.	Fmr. Paralegal	48.5	\$250.00	\$12,125.00
Avery, Ekene	Fmr. Staff	24	\$54.95	\$1,318.80
Other attorneys (under 10 hours per person)	various	5.4	\$678.47 (average)	\$4,206.50
Other paralegals and staff (under 10 hours per person)	various	18.9	\$197.84 (average)	\$3,739.15
<b>Total</b>		<b>1630.9</b>		<b>\$985,958.45</b>

52. Berger Montague has minimized duplication of services by coordinating all tasks assigned in the litigation. Where multiple attorneys participated, joint participation was necessary because of time constraints, the complexity of the problems, or for effective, efficient communication among several firms essential for informed, group decision-making.

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

54. My firm expended \$39,358.60 in unreimbursed expenses which were reasonable and necessarily for the prosecution of this case. These expenses which are accurately reflected in our firm's books and records, include following:

Service of Process & Filing Fees:	\$1,157.00
Research Services:	\$2,429.38
Postage/Facsimile/Express Delivery:	\$356.38
Copying Charges & Printing:	\$2,324.65
Telephone Expenses:	\$255.87
Travel/Meals/Lodging:	\$13,101.36
Document Management & Translation:	\$1,711.00
Expert Fees	\$4,847.92
Mediation Fees	\$3,333.00
Miscellaneous	\$9,842.04
<b>TOTAL</b>	<b>\$39,358.60</b>

55. Plaintiffs Cruz, Falk, Garrison, Jayavelu, Leyva, Macri, Trotter, and Weckwerth made substantial contributions to the litigation, including sharing their experiences and evidence with Berger Montague and co-counsel, reviewing pleadings, responding to extensive written discovery, assisting counsel in fact investigation necessary to develop the case and negotiate settlement terms, making their vehicles available for inspection, and working with counsel to preserve evidence. Based upon their efforts and the excellent results they achieved for the Settlement Class of Sentra and Versa vehicle owners, an award of \$5,000 to each of these lead plaintiffs is warranted.

56. Plaintiffs Cruz, Falk, Garrison, Jayavelu, Leyva, Macri, Trotter, and Weckwerth reviewed and agreed to the terms of the Settlement before it was executed.

57. These plaintiffs did not have interests at odds with the interests of the Class Members.

### Conclusion

58. As a result of this litigation, all current and former owners receive substantial benefits and received notice of and a remedy for the alleged CVT defect and judder condition. Based on my experience, the Settlement is fair, reasonable, and adequate, and that it treats all Class

Members equitably. I ask that the Court approve the Settlement, award full fees and costs to Plaintiffs' counsel, and award \$5,000 to each representative plaintiff.

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

Dated: January 24, 2020



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Lawrence Deutsch