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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JOHN CHESS, on behalf of himself and all others similarly situated

Plaintiff,

vs.

VOLKSWAGEN GROUP OF AMERICA, INC.,

Defendant.

Case No. 4:17-cv-07287-HSG

PLAINTIFF'S COUNSEL'S NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES AND EXPENSES, AND INCORPORATED MEMORANDUM OF LAW

Judge: Hon. Haywood S. Gilliam, Jr.

Hearing Date: August 18, 2022
Time: 2:00 p.m.
Crtm: 2 (4th Floor)

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

PLEASE TAKE NOTICE that on August 18, 2022 at 2:00 p.m. or as soon thereafter as this matter may be heard in Courtroom 2 – 4th Floor of the United States District Court for the Northern

District of California, Oakland Division, located at 1301 Clay Street, Oakland, CA 94612, before the Honorable Haywood S. Gilliam, Jr., Plaintiff John Chess will and hereby does move the Court, by and through Plaintiff's Counsel, for entry of an order granting Plaintiff's Counsel's attorneys' fees, expenses, and a service award to Plaintiff. The basis for this Motion is that the requested attorneys' fees, expense reimbursement, and service award are reasonable based on the circumstances of the case and the recovery for the Settlement Class.[1] This Motion is supported by this Notice of Motion, the following Memorandum of Points and Authorities, the Declaration of Alex R. Straus, the Declaration of Mitchell M. Breit, all pleadings, records, and papers on file, and such other matters that may be presented to the Court.

Dated: February 24, 2022.

Respectfully submitted,

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC

By: */s/ Alex R. Straus*

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[1] The Class Action Settlement Agreement, filed with the Court as ECF No. 123-2 July 9, 2021 ("Agreement" or "Settlement Agreement"), is attached hereto as **Exhibit A**. All capitalized terms used herein have the same definitions as those defined in the Agreement.

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PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND EXPENSES, PLAINTIFFS SERVICE AWARD, AND INCORPORATED MEMORANDUM OF LAW

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and the Court's November 24, 2021, Order Granting Preliminary Approval of Class Action Settlement, ECF No. 134, ("Preliminary Approval Order"), Plaintiff John Chess ("Plaintiff") files this Motion for an award of attorneys' fees and expenses (the "Motion").

Plaintiff seeks an order awarding his counsel, Milberg Coleman Bryson Phillips Grossman, PLLC[2] and Simmons Hanley Conroy, LLC (collectively, "Plaintiff's Counsel") attorneys' fees and expenses in the amount of $1,050,000.00 to be paid directly by Defendant Volkswagen Group of America, Inc. ("Defendant" or "VWGoA") in accord with the preliminarily approved Settlement Agreement. The requested attorneys' fees will not impact the Settlement Benefits available to Class Members and will likely equate to under 25% of the benefits secured for Class Members through the Settlement agreement. In support of this Motion, Plaintiff respectfully submits the following:

I. INTRODUCTION

As explained in Plaintiff's preliminary approval papers and further herein, the Settlement Agreement provides exceptional relief to the Settlement Class, which includes: (1) up to 100% reimbursement of out-of-pocket expenses; and (2) a significant extension of warranty benefits.

VWGoA is in the business of designing, manufacturing, constructing, assembling, marketing, distributing, and selling automobiles and other motor vehicles and motor vehicle components throughout the United States of America. This litigation alleges that defective direct-shift gearbox ("DSG") transmissions also referred to as "S-tronic transmissions" are installed in the following vehicle models

[2] Three members of Plaintiff's Counsel – Dan K. Bryson, Greg F. Coleman, and Mitchell M. Breit – are currently members of Milberg Coleman Bryson Phillips Grossman, PLLC ("MCBPG"). However, at the time this action was filed Dan K. Bryson, Greg F. Coleman, and Mitchell M. Breit were members of the law firms Whitfield Bryson, LLP ("WB"), Greg Coleman Law, PC ("GCL") and Simmons Hanly Conroy, LLC, respectively. MCBPG, GCL, and WB firm resumes are attached hereto as **Exhibits B**, **C**, and **D**.

and model years: 2010-2012 Audi S4 and 2010-2012 Audi S5; (the "Class Vehicles") sold or leased to consumers throughout the United States.

Every class vehicle was backed by a 48-month/50,000-mile express New Vehicle Basic Limited Warranty ("Limited Warranty") at the time of purchase. This warranty expressly covers any repairs needed to correct defects in materials or workmanship, and specifically applies to the engine, transmission (including the DSG) and transaxle, drivetrain, front-wheel-drive system, and rear-wheel drive system. This warranty expressly applies to all original purchasers and lessees throughout the United States. These warranties also transfer to subsequent purchasers. Pursuant to the express warranties, consumers, including Plaintiff, were assured that VWGoA would repair or replace any part that is defective in materials or workmanship under normal use and that the Class Vehicles were properly equipped for their intended use.

According to Plaintiff's allegations, the defective DSG transmissions experience sudden, rough, unexpected shaking and violent jerking (commonly referred to as "juddering" or "shuddering") when drivers attempt to accelerate Class Vehicles and shift into second, third, or fourth gear and also when drivers attempt to decelerate ("the Defect"). The Defect creates unreasonably dangerous situations while driving and increases the risk of a crash, as the driver is unable to accelerate the vehicle when needed or as expected. Plaintiff alleged that VWGoA failed to remediate the Defect and that the limited duration of its original Limited Warranty forced Class Members to incur significant out-of-pocket expenses to repair the Defect.

As the result of hard-fought litigation, negotiations, and multiple mediation sessions, VWGoA agreed to provide the following valuable benefits to the Settlement Class: (a) for both former and current owners and lessees of Settlement Class Vehicles, reimbursement for a percentage of eligible out-of-pocket expenses previously paid for one Covered Repair (a repair or replacement of the mechatronics unit or the transmission itself, as a result of a diagnosed condition of shuddering, juddering, rough shifting or improperly entering "limp mode" of a Settlement Class Vehicle's transmission) prior to the date of the Class Notice mailing (the "Notice Date") and within nine (9) years or 90,000 miles (whichever occurs first) from the Settlement Class vehicle's In-Service Date; and (b) for current owners and lessees

of certain Settlement Class Vehicles, a warranty extension of the New Vehicle Limited Warranties applicable to the Settlement Class Vehicles' transmission to cover a percentage[3] of the cost of one Covered Repair (repair of a diagnosed condition of shuddering, juddering, rough shifting or improperly entering "limp mode" of a Settlement Class Vehicle's transmission) within nine (9) years or 90,000 miles (whichever occurs first) of the vehicle's In-Service Date) by an authorized Audi dealer.

These benefits, discussed more fully in Plaintiff's Motion for Preliminary Approval of Class Action Settlement (ECF No. 120), address the issues involved in this action and are fair, reasonable and adequate. To receive a reimbursement for a percentage of past paid out-of-pocket expenses, Class Members need only complete, sign and submit a Claim Form *via* U.S. first-class mail, along with certain required documents proving the Covered Repair and payment thereof ("Proof of Repair Expense") and Proof of Adherence to the Vehicle's Maintenance Schedule. (ECF No. 123-2, ¶ 6.) Class Members that qualify do not need to submit a Claim Form in order to receive a Covered Repair under the terms of the warranty extension, to the extent their vehicle is eligible, and only need to submit Proof of Adherence to the Vehicle's Maintenance Schedule to an Audi Dealer. (*Id*., ¶ 10.)

Plaintiff's Counsel remain confident that Plaintiff's claims are strong. Nevertheless, prosecuting consumer class action cases has certain inherent risks. VWGoA, a well-resourced company, is represented by a reputable, national law firm and planned to vigorously defend itself but for the Settlement. Plaintiff's Counsel could not ignore the inherent risk that Plaintiff would certainly face at class certification, summary judgment, and trial. Plaintiff asserted claims on behalf of consumers nationwide, in addition to a California Subclass. At class certification, Plaintiff would certainly face the argument that choice-of-law issues create manageability problems that do not exist in the settlement context. *See In re Hyundai & Kia Fuel Econ. Litig*., 26 F.3d 539, 563 (9th Cir. 2019). VWGoA would have denied Plaintiff's allegations and claims, maintaining that the subject vehicles and their DSG

[3] The percentage of coverage for the reimbursement and extended warranty aspects of the Settlement are based upon the age and mileage of the vehicle at the time of the Covered Repair, as set forth in the Table of percentages contained in the Settlement Agreement and discussed below.

transmissions are not defective, were properly designed, manufactured, marketed and sold, that no express or implied warranties were breached, and that no applicable statutes were violated.

As a result of this litigation and an extensive mediation process, Class Members will benefit from an excellent Settlement that nearly doubles the Class Vehicles' original Limited Warranty (from 4 years/50,000 miles to 9 years/90,000 miles) and reimburses Class Members' past-paid and unreimbursed out-of-pocket expenses up to 100% of the costs incurred. The relief available to Class Members nationwide is of significant monetary value achieved through hard-fought arm's length negotiations. After the Settlement terms were agreed to in full, the Parties agreed that Plaintiff's Counsel may apply for an award of reasonable attorneys' fees, costs and expenses not to exceed the combined total sum of $1,050,000.00, and that any amount awarded by the Court be paid by Defendant, separate and apart from any relief provided to the Settlement Class. (ECF No. 123-2, ¶ VIII.C.1.) The Parties also have agreed that Plaintiff's Counsel will seek a Service Award not to exceed $5,000.00 for the Plaintiff-Settlement Class Representative, which will likewise be paid by Defendant separate and apart from any relief provided to the Settlement Class. (*Id*. ¶ VIII.C.2; Declaration of Alex R. Straus ("Straus Decl."), ¶ 21, attached hereto as **Exhibit E**.)

After more than four years of litigation and extensive settlement negotiations, Plaintiff's counsel has agreed to reduce its lodestar fee and seek reasonable compensation for their efforts on behalf of Plaintiffs and the Class. (Straus Decl. ¶ 5.) Plaintiff's Counsel proposes a reduced lodestar of 1,590 hours equating to fees in the amount of $1,050,000.00 and reimbursement of $25,908.65 in out-of-pocket expenses that they incurred prosecuting this action. For these reasons, among others discussed herein, Plaintiff's Counsel's motion should be granted. (*Id*.)

II. RELEVANT FACTS AND PROCEDURAL HISTORY

Plaintiffs Brian Gillard, Mike Madani, Shant Bakalian, Eric Walley, and Richard DeVico filed a Class Action Complaint against Volkswagen Group of America, Inc., Volkswagen AG, and Audi AG on December 22, 2017, alleging, among other things, breaches of express and implied warranties, and violations of various consumer protection laws based on allegedly defective DSG transmissions in certain Audi vehicles including 2010–2012 Audi S4 and S5 vehicles. (ECF No. 1; Straus Decl. ¶ 6.)

Plaintiffs Brian Gillard and Shant Bakalian were voluntarily dismissed. (ECF Nos. 12 and 49; Straus Decl. ¶ 6.). On April 23, 2018, Plaintiffs filed a First Amended Complaint. (ECF No. 50. Defendants filed a motion to dismiss the First Amended Complaint (ECF No. 56), which the Court granted in part and denied in part. (ECF No. 69; Straus Decl. ¶ 6.)

Plaintiffs filed a Second Amended Complaint on March 15, 2019, which, *inter alia*: (1) added John Chess, Michael Warchut and Romsin Oushana as Plaintiffs and (2) only named VWGoA as a Defendant. (ECF No. 71; Straus Decl. ¶ 7). Defendant filed a motion to dismiss the Second Amended Complaint (ECF No. 72; Straus Decl. ¶ 7.), which the Court granted in part and denied in part. (ECF No. 84.) The Court's Order also dismissed Plaintiffs Eric Walley, Richard DeVico, and Michael Warchut with prejudice, leaving Plaintiffs Mike Madani, Romsin Oushana and John Chess to pursue the remaining claims. (*Id*.; Straus Decl. ¶ 6.) The Court granted Plaintiffs leave to amend two claims for the limited purpose of pleading reliance on Defendant's alleged omissions. (*Id*.; Straus Decl. ¶ 7.)

Plaintiffs filed a Third Amended Complaint on August 19, 2019. (ECF No. 86; Straus Decl. ¶ 8.) Defendant filed a motion to dismiss Plaintiffs' breach of express warranty and violation of the Magnuson-Moss Warranty Act claims, to the extent that those were premised upon Defendant's marketing statements, and to dismiss Plaintiffs' Song-Beverly Consumer Warranty Act claims as time-barred. (ECF No. 91; Straus Decl. ¶ 8.) The Court granted Defendant's motion to dismiss the Third Amended Complaint without leave to amend. (ECF No. 99; Straus Decl. ¶ 8). As a result of the Court's decision, the then-Plaintiffs' surviving claims included: (1) breach of breach of express warranty; (2) violation of the Magnuson-Moss Warranty Act; (3) California Consumers Legal Remedies Act; (4) violation of the California Unfair Competition Law; (5) violation of the Declaratory Judgment Act; and (6) equitable injunctive and declaratory relief. (ECF No. 86; Straus Decl. ¶ 8.)

On June 6, 2021, a Fourth Amended Complaint was filed dismissing Madani and Oushana as Plaintiffs, and asserting the following claims for Plaintiff Chess individually and on behalf of a putative class of all U.S. present and former owners and lessees of model year 2010, 2011 and 2012 Audi S4 and Audi S5 vehicles imported and distributed by VWGoA for sale or lease in the United States and Puerto Rico (the "Class Vehicles"): (1) breach of express warranty; (2) violation of the Magnusson-

Moss Warranty Act; (3) violation of the Declaratory Judgment Act; and (4) equitable, injunctive and declaratory relief. (ECF No. 119.)

After the Court's July 13, 2020 Order, the Parties entered into settlement negotiations. (Declaration of Mitchell M. Breit ("Breit Decl."), ¶ 2, attached hereto as **Exhibit F**.) In or around January 2021, the Parties reached certain partial tentative agreements and began the mediation process. (Breit Decl. ¶ 3.) On February 12, 2021, following extensive preliminary negotiations that did not result in a settlement, the Parties participated in a full-day mediation session with an experienced, professional third-party neutral mediator at JAMS, Bradley A. Winters, Esq. (*Id*. ¶ 4.) Thereafter, the Parties engaged in arms-length negotiations through many telephonic discussions and ultimately agreed on the principal terms of the proposed Settlement Agreement. (*Id*. ¶ 5.) The Parties engaged in additional and extensive months-long negotiations to finalize and memorialize all aspects of the Settlement Agreement, including each of its exhibits. (*Id*.) The Parties ultimately agreed to engage Angeion Group, a respected national settlement administration company, to help devise and implement a Class Notice Plan, the settlement website and information call center for Settlement Class Members, and to review and administer Claims for Reimbursement under the Settlement. (*Id.* ¶ 6.) The Class Notice and Claim Form were also negotiated at arm's length, with the goal of making them easy to read, understand and fully informative. (*Id.*)

Plaintiff filed his Motion for Preliminary Approval of Class Action Settlement on July 9, 2021. (ECF No. 120; Straus Decl. ¶ 9.) After oral argument on September 30, 2021, after which the Court directed Plaintiff to file a Supplemental Brief, the Court granted Preliminary Approval of Class Action Settlement on November 30, 2021. (ECF No. 135; Straus Decl. ¶ 9.) Pursuant to the Court's December 21, 2021 Order, (ECF No. 137; Straus Decl. ¶ 9.), Deadline for Settlement Administrator to mail Class Notice to the putative Settlement Class is March 11, 2022 and the final fairness hearing is scheduled for August 18, 2022. (*Id.*)

III. AUTHORITY AND ARGUMENT

A. Class Counsel's requested fees are reasonable.

Rule 23(h) authorizes a court to award "reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). Once it is established that a party is entitle to attorneys' fees, "[i]t remains for the district court to determine what fee is 'reasonable.'" *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). "Attorneys' fees provisions included in proposed class action settlement agreements are, like every other aspect of such agreements, subject to the determination whether the settlement is 'fundamentally fair, adequate, and reasonable.'" *Staton v. Boeing Co*., 327 F.3d 938, 963 (9th Cir. 2003) (quoting Fed. R. Civ. P. 23(e)).

A district court has discretion to award attorneys' fees in a class action by applying either a lodestar methodology or a percentage-of-the-fund methodology. *See Fischel v. Equitable Life Assurance Soc'y*, 307 F.3d 997, 1006 (9th Cir. 2002); *see also In re Coord. Pretrial Proceedings in Petroleum Prods. Antitrust Litig*., 109 F.3d 602, 607 (9th Cir. 1997) ("Reasonableness is the goal, and mechanical or formulaic application of either method, where it yields an unreasonable result, can be an abuse of discretion."). Here, the Settlement Agreement does not include a common fund, but rather provides, in part, an uncapped claims-made reimbursement benefit to the Class, and thus Class Counsel believes the lodestar methodology is most appropriate.

In the context of the lodestar methodology, [t]he most useful starting point for determining the amount of a reasonable fee is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *Uriarte-Limon v. Hundley*, No. EDCV20640JGBSPX, 2020 WL 7315085, at *6 (C.D. Cal. Oct. 30, 2020) (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983)); *see also McGrath v. Cty. of Nev*., 67 F.3d 248, 252 (9th Cir. 1995); *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545 (2009). Once the court has calculated that amount, known as the lodestar, "[t]here remain other considerations that may lead the district court to adjust the fee upward or downward, including the important factor of the 'results obtained.'" *Uriarte-Limon*, No. EDCV20640JGBSPX, 2020 WL 7315085, at *6 (quoting *Hensley*, 461 U.S. at 434).

Here, Plaintiff's Counsel proposes a downward adjustment, also known as a negative multiplier, in an effort to efficiently secure the most beneficial resolution for Class Members. As discussed herein, after more than four years of litigation, Plaintiff's Counsel proposes a reduced lodestar of 1,590 hours equating to fees in the amount of $1,050,000.00 and reimbursement of $25,908.65 in out-of-pocket expenses that they incurred prosecuting this action. (Straus Decl. ¶ 5.)

1. The Class Benefits Achieved

"The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award." *In re Omnivision Techs.*, 559 F. Supp. 2d at 1046.; *Vizcaino*, 290 F.3d at 1048 ("Exceptional results are a relevant circumstance.").

Plaintiff's Counsel achieved substantial benefits for the Class in this case: All Settlement Class Members (whether current or former owners/lessees of Settlement Class Vehicles) who incurred and paid any unreimbursed out-of-pocket expenses for a Covered Repair (a repair or replacement of the mechatronics unit or the transmission itself, as a result of a diagnosed condition of shuddering, juddering, rough shifting or improperly entering "limp mode" of a Settlement Class Vehicle's transmission) prior to the Notice Date and within nine (9) years or ninety thousand (90,000) miles (whichever occurred first) of the Class Vehicle's In-Service Date, and timely submits a valid, complete, signed, and dated Claim Form, together with the required Proof of Repair Expense and Proof of Adherence to the Vehicle's Maintenance Schedule (documents evidencing the Settlement Class Member's adherence to the Settlement Class Vehicle's schedule for transmission oil maintenance during the time he/she/it owned and/or leased the vehicle up to the time of the Covered Repair, within a variance of ten percent (10%) of the scheduled time/mileage maintenance requirement) will be entitled to a percentage of reimbursement of said past paid and unreimbursed out-of-pocket expenses (parts, labor and taxes) for one (1) such Covered Repair, subject to the time/mileage parameters and percentage limits of coverage set forth in Table 1 below, broken down as follows:

> Repair Performed by an Authorized Audi Dealer: If the Covered Repair was performed by an authorized Audi dealer, the Settlement Class Member shall be entitled to receive reimbursement of a percentage of past paid and unreimbursed out-of-pocket expenses

(parts, labor and taxes) for one (1) Covered Repair, subject to the time/mileage parameters and percentage limits of coverage set forth in Table 1 below during that period.

Repair Performed by Other Service Entity or Facility: If the Covered Repair was performed by a service entity or facility that is not an authorized Audi dealer, the Settlement Class Member shall be entitled to receive reimbursement of a percentage of past paid and unreimbursed out-of-pocket expenses (parts, labor and taxes) for one (1) Covered Repair, subject to the time/mileage parameters and percentage limits of coverage set forth in Table 1 below. However, the amount of the paid Covered Repair cost, from which the percentage of reimbursement in Table 1 shall be applied, shall not exceed $5,000 if the Covered Repair was a replacement of the mechatronics unit, and $12,000 if the Covered Repair was a total transmission replacement.

(ECF No. 123-2, ¶ II.A; Straus Decl. ¶¶ 10-11.)

Table 1: Time/Mileage Parameters and Percentage Limits of Coverage

Time from In-Service Date	Up to 50,000 miles	50,001 to 60,000 miles	60,001 to 70,000 miles	70,001 to 80,000 miles	80,001 to 90,000 miles
4 years	100% (under original warranty	85%	75%	65%	50%
4-5 years	85%	80%	70%	60%	45%
5-6 years	75%	70%	60%	50%	40%
6-7 years	70%	65%	55%	45%	35%
7-8 years	65%	55%	45%	40%	30%
8-9 years	55%	45%	35%	30%	20%

To receive reimbursement, Class Members need only complete and submit a Claim Form *via* U.S. mail, along with the required Proof of Repair Expense documentation and Proof of Adherence to the Vehicle's Maintenance Schedule (described more fully in section B.1.a., *infra*), within the Claim Period. (*Id.*)

Plaintiff's Counsel, along with VWGoA's Counsel and the Settlement Claim Administrator, devised a comprehensive Class Notice Plan that comports with due process and the procedural requisites of Rule 23. (Breit Decl. ¶ 7.) The proposed Class Notice advises Class Members about the action and claims, the proposed Settlement and its terms and conditions, the Settlement Class members' rights, including the right to object to or opt-out of the Settlement, applicable deadlines and instructions for doing so and for submitting a Claim for Reimbursement under the Settlement, the Final Fairness

Hearing, and other pertinent information. The Class Notice, together with a Claim Form for reimbursement claims (if eligible), mailed directly to Settlement Class Members. (ECF No. 123-2 ¶ 15.)

In addition, a dedicated Settlement Website has been established for Settlement Class Members to obtain additional information and documents about the Settlement, including an additional copy of the Class Notice, additional Claim Forms, applicable dates/deadlines to object, opt-out, submit a claim, and of the Final Fairness Hearing, instructions on how, when, and the proof needed to submit a Claim for Reimbursement, instructions on how to contact the Claim Administrator and/or Class Counsel with any questions or for assistance, a copy of the Settlement Agreement (which includes all Settlement terms and conditions, the Released Claims and Released Parties) if any Class Member desires to review it, copies of Motions and Orders applicable to the Settlement approval and for Class Counsel fees and expenses and the Settlement Class representative service award, and certain other court filings upon which the Parties may agree. *(Id*. ¶ 16, 17; Straus Decl. ¶ 13.)

2. Class Counsel's Hours

"[A]bsent circumstances rendering an award unjust, the fee should ordinarily include compensation for all hours reasonably spent." *Serrano v. Unruh*, 652 P.2d 985, 986 (Cal. 1982) (In Bank) (emphasis added); *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983) ("The most useful starting point for determining the amount of a reasonable fee is the number of hours reasonably expended on the litigation." (emphasis added)). Reasonably expended time is generally time that "could reasonably have been billed to a private client." *Moreno v. City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008).

Here, after more than four years of vigorous litigation and extensive arms-length negotiations, including with the assistance of an experienced neutral third-party mediator, the Parties reached an agreement to resolve this litigation on a class-wide basis under terms set forth in the Settlement Agreement.

The Settlement Agreement is the product of hard-fought litigation and a fully informed decision by Plaintiff's Counsel after engaging in motion practice, informational exchanges between the Parties, in-depth factual investigation, a comprehensive evaluation of factual and legal issues underlying Plaintiff's claims, extensive motion practice including full briefing and oral argument on three motions

to dismiss, multiple mediation sessions, and a detailed litigation strategy aimed at obtaining significant relief for the Settlement Class while also taking into account the potential significant risks and delays of continued litigation. (Breit Decl. ¶ 8.) The Parties reached the proposed Settlement Agreement through extensive arms-length negotiations over the course of six months, including numerous exchanges of information and settlement proposals, and a full-day mediation session with Bradley Winters, an experienced neutral third-party mediator with JAMS Mediation, Arbitration, and ADR Services ("JAMS"). Only after the Class benefits were negotiated did the Parties discuss attorneys' fees/expenses and a Class Representative Service Award, and all were negotiated with the assistance of the mediator. (Breit Decl. ¶ 8.) Here, the time that Plaintiff's Counsel spent during the course of this litigation reasonably reflect the work performed on behalf of the Class.

3. Plaintiff's Counsel's Rates

In order to determine the reasonableness of attorneys' fees, the attorneys' hourly rates should be calculated according to the prevailing market rates in the relevant jurisdiction. *Acosta v. GT Drywall*, No. EDMC170006JGBKKX, 2018 WL 1041412, at *2 (C.D. Cal. Jan. 22, 2018) (citing *Van Skike v. Dir., Office of Workers' Comp. Programs*, 557 F.3d 1041, 1046 (9th Cir. 2009)); *Acosta*, No. EDMC170006JGBKKX, 2018 WL 1041412, at *2 (quoting *Camacho v. Bridgeport Fin., Inc*., 523 F.3d 973, 979–80 (9th Cir. 2008) ("affidavits of the plaintiffs' attorney[s] and other attorneys regarding prevailing fees in the community, and rate determinations in other cases are satisfactory evidence of the prevailing market rate.") The relevant community is that in which the district court sits. *Acosta*, No. EDMC170006JGBKKX, 2018 WL 1041412, at *2 (citing *Schwarz v. Sec'y of Health & Human Servs*., 73 F.3d 895, 906 (9th Cir. 1995).

In recent years, this Court has approved hourly rates as high as $1600 for partners with more than thirty years of experience, which is significantly higher than any comparable Plaintiff's Counsel seeks here. *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig*., 2020 U.S. Dist. LEXIS 163603 (N.D. Cal. Sep. 8, 2020). Here, Plaintiff's Counsel seeks hourly rates consistent with rates approved in the 9th Circuit. *See*, *e.g*., *Perfect 10, Inc. v. Giganews, Inc.*, 2015 WL 1746484, at *15, *19 (C.D. Cal. Mar. 24, 2014) (holding that hourly billing rates between $825 to $930 in 2011 to 2014

for a senior partner with twenty-nine years of experience, and hourly rates between $610 to $750 for junior partners were reasonable); *WB Music Corp. v. Royce Int'l Broad. Corp*., No. EDCV16600JGBDTBX, 2018 WL 6177237 (C.D. Cal. July 9, 2018), *aff'd sub nom. WB Music Corp. v. Stolz*, 814 F. App'x 286 (9th Cir. 2020) (approving hourly rates of $495 for the most junior associate).

Plaintiff's Counsel has requested hourly rates of $1100 for Daniel K. Bryson, Gregory F. Coleman, and Mitchell M. Breit, $919 for Mark Silvey and Adam Edwards, $800 for Alex R. Straus, and $550 for John Hunter Bryson, and $170 - $250.[4] (Straus Decl. ¶ 14.) Plaintiff's Counsel has provided the Court with a declaration describing the background and experience of the aforementioned attorneys and set the hourly rates for attorneys and staff members based on a variety of factors, including: the experience, skill, and sophistication required for the types of legal services typically performed; the rates customarily charged in the markets where legal services are typically performed; and the experience, reputation, and ability of the attorneys and staff members. (*Id*.)

Plaintiff's Counsel submits that the hourly rates requested here are comparable to attorneys of similar experience and qualifications within the Northern District of California. (*Id*. ¶15) Daniel Bryson and Gregory Coleman have over thirty years' experience, have been lead counsel in multiple cases that have been consolidated into multi-district litigation, and have been named as Super Lawyers. (*Id*.) Gregory Coleman has been named one of the Top 100 Trial Lawyers by the American Trial Lawyers Association, among other awards. (*Id*.) Further, as detailed in Plaintiff's Counsel's firm resumes, Plaintiff's Counsel has been named Class Counsel in numerous class action settlements. (Exhibits A, B and C.) Mitchell M. Breit is a partner with more than 40 years of experience and has been appointed as class counsel in numerous cases. Mark Silvey and Adam Edwards are both award-winning attorney with more than 30 years' experience. Alex Straus and John Hunter Bryson have been practicing law for over

[4] Several attorneys and staff with relevant lodestar are not identified here. This information is omitted because the lodestar hours for these attorneys and staff have been withdrawn from the lodestar calculations provided to this Court herein as part of the negative multiplier, downward adjustment proposed by Plaintiff's Counsel.

six and 12 years, respectively. (*Id.*) All six of these attorneys have considerable class action experience and expertise. (*Id.*)

The hours and rates submitted by Plaintiff's Counsel yield a lodestar of in excess of the $1,050,000.00 proposed here, which does not account for the additional time and effort that will be required to effectuate the Settlement if and when it receives final approval from the Court. (*Id.* ¶ 19.)

B. Plaintiff's Counsel's litigation costs were necessarily and reasonably incurred.

Plaintiff's Counsel's request includes reimbursement of $25,908.65 in litigation costs, which included filing fees, expert fees, travel, and research costs. Straus Decl. ¶ 20. "It is appropriate to reimburse attorneys prosecuting class claims on a contingent basis for 'reasonable expenses that would typically be billed to paying clients in non-contingency matters,' i.e., costs 'incidental and necessary to the effective representation of the Class.'" *In re Capacitors Antitrust Litig.*, No. 3:17-md-02801-JD, 2018 WL 4790575, at *6 (N.D. Cal. Sept. 21, 2018) (citation omitted). These costs were necessary to the litigation, reasonable in amount, and the type of costs typically billed to paying clients. *See In re Yahoo! Inc. Customer Data Sec. Breach Litig*., No. 16-MD-02752-LHK, 2020 WL 4212811, at *42 (N.D. Cal. July 22, 2020) (approving reimbursement of costs for expert fees, travel, transcripts, document management, copying, mailing and serving documents, electronic research, and filing and court fees); *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-04922-HSG, 2020 WL 870928, at *9 (N.D. Cal. Feb. 21, 2020) (approving "professional service fees (for experts and investigators), travel fees, and discovery-related fees").

C. The requested service award for the Class Representative is reasonable.

Plaintiff's Counsel respectfully request a service award for the Class Representative in the amount of $5,000. "[A] class representative is entitled to some compensation for the expense he or she incurred on behalf of the class lest individuals find insufficient inducement to lend their names and services to the class action." *In re Oracle Sec. Litig.*, No. C-90-0931-VRW, 1994 U.S. Dist. LEXIS 21593, at *2 (N.D. Cal. June 18, 1994); *see also*, *Rodriguez v. W. Publ'g Corp*., 563 F.3d 948, 958 (9th Cir. 2009) (finding that "[i]ncentive awards are fairly typical in class action cases," and "are discretionary" (emphasis omitted)).

Plaintiff's litigation efforts led to an exceptional recovery for the Class. Plaintiff invested his time into this litigation. He invested personal time to seek out and speak with Plaintiff's Counsel, search for relevant evidence, review and approve various documents for filing, respond to discovery, keep apprised of the progress of the litigation, prepare for mediation, evaluate the settlement proposals during and following mediation, and read through and discuss drafts of the Settlement Agreement before ultimately approving and executing the Agreement. (Straus Decl. ¶ 22.)

Plaintiff's efforts were made to support a that will provide benefits to thousands of Settlement Class Members warranting the Court's approval of the requested service award. The requested service award is reasonable and within the range of incentive payments awarded in other class actions in this District. *See*, *e.g.*, *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-04922-HSG, 2020 U.S. Dist. LEXIS 30440, at *27 (N.D. Cal. Feb. 21, 2020) (granting service awards to named Plaintiffs in the amount of $5,000); *Cabiness v. Educ. Fin. Sols., LLC*, No. 16-cv-01109-JST, 2019 U.S. Dist. LEXIS 50817, at *22 (N.D. Cal. Mar. 26, 2019) (agreeing with other courts in the Ninth Circuit finding that a $5,000 service award is presumptively reasonable, and awarding a $5,000 service award to the plaintiff); *Gergetz v. Telenav, Inc.*, No. 16-cv-04261-BLF, 2018 U.S. Dist. LEXIS 167206, at *22 (N.D. Cal. Sep. 27, 2018) (awarding a $5,000 service award to the plaintiff); *Nwabueze v. AT&T Inc.*, No. C 09-01529 SI, 2013 U.S. Dist. LEXIS 169270, at *39 (N.D. Cal. Nov. 27, 2013) (noting that $5,000 is a presumptively appropriate service award in this District, and awarding $5,000 to each class representative); *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000) (affirming incentive awards of $5,000 each to the two class representatives).

The $5,000 service award requested is not substantially disproportionate to the anticipated benefits to the class. The Settlement Agreement provides for a maximum out-of-pocket reimbursement up to $12,000 for services performed by facilities that are not authorized Audi dealers. (Straus Decl. ¶ 10.). Moreover, the Class Member reimbursement for services performed by authorized Audi dealers are not capped and, according to Plaintiff's allegations, could exceed $12,000. Thus, the $5,000 service award requested is not substantially disproportionate to the anticipated benefits to the class.

Plaintiff's Counsel respectfully requests this Court approve the $5,000 service award agreed to by the Parties in the Settlement Agreement based upon Plaintiff's personal contribution to the successful prosecution of this action and investment of time and effort on behalf of the Class Members.

CONCLUSION

For the above reasons, Plaintiff respectfully requests that the Court grant this Motion and award Plaintiff's Counsel $1,050,000.00 in attorneys' fees, $25,908.65 in litigation costs, and approve the $5,000 service award for Plaintiff.

Dated: February 24, 2022.

Respectfully submitted,

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC

By: */s/ Alex R. Straus*

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Attorneys for Plaintiff and Proposed Class Counsel

**pro hac vice*

CERTIFICATE OF CONFERENCE

This motion is made following the conference of counsel pursuant to L.R. 7-3, which took place on February 22, 2022.

By: */s/ Alex R. Straus*
Alex R. Straus

CERTIFICATE OF SERVICE

I hereby certify that on February 24, 2022, I electronically filed the foregoing document using the CM/ECF system, which will send notification of such filing to the email addresses registered in the CM/ECF system.

Executed on February 24, 2022, in Los Angeles, California.

By: *s/ Alex R. Straus*
Alex R. Straus

SETTLEMENT AGREEMENT

Plaintiff John Chess ("Plaintiff") and Defendant Volkswagen Group of America, Inc. ("VWGoA" or "Defendant") (collectively, the "Parties"), by and through their counsel, enter into this Settlement Agreement ("Settlement Agreement" or "Agreement"), providing for settlement ("Settlement") of all claims that were asserted or that could have been asserted in the Action described below, pursuant to the terms and conditions set forth below, and subject to Court approval pursuant to Rule 23 of the Federal Rules of Civil Procedure. Unless otherwise defined, all capitalized words and terms used herein shall have the meanings ascribed to them in Section I of this Agreement, entitled "Definitions and Defined Terms."

RECITALS

WHEREAS, several Plaintiffs filed a putative class action against Defendant on December 22, 2017 entitled *Brian Gillard et al., on behalf of themselves and all others similarly situated v. Volkswagen Group of America, Inc., Volkswagen AG and Audi AG,* Case No. 4:17-cv-07287, in the United States District Court for the Northern District of California (hereinafter, the "Action"), asserting claims alleging a transmission defect in the Settlement Class Vehicles;

WHEREAS, the Action was originally filed, on behalf of the several Plaintiffs, by the law firms of Greg Coleman Law PC, Whitfield Bryson LLP and Simmons Hanly Conroy, LLC;

WHEREAS, several Amended Complaints were filed in the Action as a result of Motions to Dismiss by VWGoA, which the Court granted in part and denied in part;

WHEREAS, following said motion practice and the Court's decisions, a Third Amended Class Action Complaint was filed on August 19, 2019, to which Defendant, following additional motion practice, filed an Answer on August 3, 2020;

WHEREAS, on or about January 5, 2021, Greg Coleman Law PC and Whitfield Bryson LLP, along with two other firms, merged to form Milberg Coleman Bryson Phillips Grossman, PLLC ("Milberg");

WHEREAS, said merger fully and completely subsumed Greg Coleman Law PC and Whitfield Bryson LLP into Milberg for any and all purposes, including, but not limited to, all purposes related to the Action and this Agreement, the designation and role of Class Counsel pursuant to this Agreement, and any attorney fees and expenses that are or may come due or owing pursuant to the terms of this Agreement;

WHEREAS, a Fourth Amended Complaint was filed in this action on July 6, 2021;

WHEREAS, Defendant denies Plaintiff's allegations and claims, and maintains, *inter alia*, that the transmissions of the Settlement Class Vehicles were properly designed and manufactured, were not defective, were safe and functioned properly in all respects, that no warranties, express or implied, were breached, no applicable statutes, laws, rules or regulations were violated, and no wrongdoing occurred with respect to the design, manufacture, testing, inspection, distribution, marketing, advertising, warranting, sale, and servicing of the Settlement Class Vehicles' transmissions;

WHEREAS, the Parties, following certain pretrial proceedings, discovery, investigation, and careful analysis of their respective claims and defenses, and with full understanding of the risks, expense, and uncertainty of continued litigation, desire to compromise and settle all issues and claims that were or could have been brought in the Action by or on behalf of Plaintiff and members of the Settlement Class based upon the terms set forth in this Settlement Agreement;

WHEREAS, the Parties agree that neither this Settlement Agreement, the underlying Settlement, nor anything else, shall constitute or, in any way, be construed as, any admission or

evidence of liability or wrongdoing on the part of Defendant or any Released Party, which is expressly denied, or as to any of Plaintiff's claims and allegations, or that the Plaintiff's claims would be suitable for class treatment if the Action proceeded through litigation and trial;

WHEREAS, this Settlement Agreement is the result of vigorous arm's length negotiations of highly disputed claims between the Parties, and the Parties maintain that the Settlement is fair, reasonable, and adequate and satisfies the requirements for a class settlement under Fed. R. Civ. P. 23;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

I. DEFINITIONS AND DEFINED TERMS

A. "Action" or "Lawsuit" means the action entitled *John Chess, on behalf of himself and all others similarly situated v. Volkswagen Group of America, Inc.*, (appearing on the Court Docket as *Brian Gillard, et al. v. Volkswagen Group of America, Inc.*) Case No. 4:17-cv-07287, pending in the United States District Court for the Northern District of California.

B. "Administration Expenses" means any and all fees, costs, and charges incurred, charged, or invoiced by the Claim Administrator in relation to this Settlement and to provide the notice, distribution and other administrative tasks of this Settlement.

C. "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement and the settlement embodied in this Settlement Agreement, including all attached Exhibits (which are an integral part of the Settlement Agreement and are incorporated herein in their entirety by reference).

D. "Claim Administrator" means Angeion Group, subject to the Court's approval.

E. "Claim" or "Claim for Reimbursement" means the timely and proper submission of the required fully completed and signed Claim Form, together with the required Proof of Repair Expense documents (as defined in Section I.U. of this Agreement) and Proof of Adherence to the Vehicle's Maintenance Schedule (as defined in Section I.T. of this Agreement), in which a Settlement Class Member seeks to claim reimbursement, pursuant to the terms of this Settlement Agreement, for paid and unreimbursed out-of-pocket expenses for a Covered Repair performed on the Settlement Class Vehicle prior to the Notice Date and within nine (9) years or ninety-thousand (90,000) miles (whichever occurred first) from the vehicle's In-Service Date.

F. "Claim Form" means the form that must be fully completed, signed, dated, and timely submitted to the Claim Administrator in order to make a Claim for Reimbursement under the terms of this Settlement Agreement, which Claim Form will be substantially in the form attached hereto as Exhibit A.

G. "Claim Period" means one hundred and forty (140) days after the Notice Date. Claims (including fully executed Claim Forms and any required documentation) must be submitted by mail post-marked within the Claim Period.

H. "Class Counsel" or "Plaintiff's Counsel" means the law firms of Milberg Coleman Bryson Phillips Grossman, PLLC and Simmons Hanley Conroy, LLC, collectively.

I. "Class Notice" means the Class Notice which will be substantially in the form attached hereto as Exhibit B.

J. "Class Notice Plan" means the plan for disseminating Class Notice to the Settlement Class as set forth in Section IV.B. of this Settlement Agreement and includes any further notice provisions agreed upon by the Parties.

K. "Covered Repair" means one (1) repair (parts and labor) of a diagnosed condition of shuddering, juddering, rough shifting or improperly entering "limp mode" of a Settlement Class Vehicle's transmission, performed prior to the Notice Date and within nine (9) years or ninety-thousand (90,000) miles (whichever occurred first) from said vehicle's In-Service Date, consisting of replacement of either the transmission or mechatronics unit.

L. "Court" means the United States District Court for the Northern District of California.

M. "Defense Counsel" means Michael B. Gallub, Esq. and Brian T. Carr, Esq. of Herzfeld & Rubin, P.C.

N. "Effective Date" means the third business day after (1) the Court enters a Final Order and Judgment approving the Settlement Agreement, substantially in the form agreed upon by counsel for the Parties, and (2) all appellate rights with respect to said Final Order and Judgment, other than those related solely to any award of attorneys' fees, costs/expenses or class representative service awards/payments, have either expired with no appeals filed, or all appeals have been exhausted and fully resolved in such a manner as to affirm the Final Order and Judgment.

O. "Fee and Expense Application" means Class Counsel's application for a combined award of reasonable attorneys' fees, costs, and expenses ("Class Counsel Fees and Expenses"), and for Class Representative Service Awards.

P. "Final Fairness Hearing" means the hearing at or after which the Court will determine whether to grant final approval of the Settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

Q. "Final Order and Judgment" means the Final Order and Judgment approving the Settlement Agreement and dismissing the Action with prejudice as to Defendant, the proposed form of which will be agreed by the Parties and submitted to the Court prior to the Final Fairness Hearing.

R. "In-Service Date" means the date on which a Settlement Class Vehicle was first delivered to either the original purchaser or original lessee; or if the vehicle was first placed in service as a "demonstrator" or "company" car, on the date such vehicle was first placed in service.

S. "Notice Date" means the date by which Notice of this Settlement is to be mailed to the Settlement Class. The Notice Date shall be within one hundred (100) days after the Court enters a Preliminary Approval Order, substantially in the form attached hereto as Exhibit C.

T. "Proof of Adherence to the Vehicle's Maintenance Schedule" means submission of documents evidencing the Settlement Class Member's adherence to the relevant aspects of the Settlement Class Vehicle's maintenance schedule, set forth in the Warranty and Maintenance Booklet for the vehicle, during the time he/she owned and/or leased the vehicle, in particular, scheduled transmission oil maintenance, up to the date/mileage of the Covered Repair, within a variance of ten percent (10%) of the scheduled time/mileage requirements. In the event maintenance records cannot be obtained despite a good faith effort to obtain them, the Settlement Class Member may submit a sworn Declaration detailing what efforts were made to obtain the records, including why the records are not available, and attesting to adherence to the relevant aspects of the Settlement Class Vehicle's maintenance schedule as set forth above. In the event the Claims Administrator makes a preliminary determination that the proof submitted is insufficient, the Claims Administrator will send the Class Member a letter advising of the deficiencies. The Class Member will have thirty (30) days from the date of that letter to cure the

deficiencies or the claim will be rejected, unless the Class Member requests attorney review within fifteen (15) days after the date of the Claims Administrator's mailing of the rejection letter. Upon such request, Class Counsel and Defense Counsel will meet and confer in an effort to resolve the disputed claims.

U. "Proof of Repair Expense" means the documents required to be submitted, together with a fully completed, signed, and dated Claim Form, in support of a Settlement Class Member's Claim for Reimbursement of past paid out-of-pocket expenses incurred for a Covered Repair (parts and labor) of a Settlement Class Vehicle. Such Proof of Repair Expense shall take the form of an original or legible copy of a repair invoice, receipt, or similar records containing the following information: the Settlement Class Member's name and address; the make, model and vehicle identification number (VIN) of the Settlement Class Vehicle; information reflecting the fact that this was a Covered Repair – i.e., that the transmission was diagnosed with shuddering, juddering, rough shifting, or improperly entering "limp mode" and that was the reason for the repair; the name and address of the authorized Audi dealer or other repair entity/facility that performed the Covered Repair; a description of the repair work (parts and labor) performed that establishes that it was a Covered Repair; the cost of the Covered Repair (parts, labor and taxes); the vehicle's mileage at the time of the Covered Repair; and proof of the Settlement Class Member's payment for the Covered Repair and the amount of that payment.

V. "Released Claims" means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiff and any and all Settlement Class Members (including their successors, heirs, assigns, and

representatives) which in any way relate to the transmissions of Settlement Class Vehicles, including but not limited to all matters that were or could have been asserted in the Action, and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action and remedies of any kind, nature and description, arising under any state, federal or local statute, law, rule and/or regulation, under any federal, state or local consumer protection, consumer fraud, unfair business practices or deceptive trade practices statutes or laws, under common law, and/or under any legal or equitable theories whatsoever including tort, contract, products liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi-contract, unjust enrichment, express and/or implied warranty, implied covenants, the Magnuson-Moss Warranty Act, California Consumer Legal Remedies Act, California Business and Professions Code, California Song-Beverly Consumer Warranty Act and any federal, state or local derivations thereof or similar laws, any state Lemon Laws, secret warranty and/or any other theory of liability and/or recovery, whether in law or in equity, and for any and all injuries, losses, damages, remedies, recoveries, or entitlements of any kind, nature and description, in law or in equity, under statutory and/or common law, including, but not limited to, compensatory damages, actual damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, statutory penalties or rights, restitution, unjust enrichment, and any other legal or equitable relief. This Settlement Agreement expressly exempts claims for personal injuries and property damage (other than damage to the Settlement Class Vehicle itself).

W. "Released Parties" means Volkswagen Group of America, Inc., Audi AG, Audi of America, Inc., Volkswagen AG, Volkswagen Credit, Inc., Audi of America, LLC, Volkswagen de México S.A. de C.V., Volkswagen Group of America Chattanooga Operations LLC, all designers, manufacturers, assemblers, operating units, distributors, importers, retailers, marketers,

advertisers, testers, inspectors, sellers, suppliers, component suppliers, lessors, warrantors, dealers, repairers, and servicers of the Settlement Class Vehicles and each of their component parts and systems, all of their past and present directors, officers, shareholders, principals, partners, employees, agents, servants, assigns and representatives, and all of the aforementioned persons' and entities' attorneys, insurers, trustees, vendors, contractors, heirs, executors, administrators, successor companies, parent companies, subsidiary companies, affiliated companies, divisions, trustees and representatives.

X. "Settlement Class Vehicle" means any model year 2010, 2011, or 2012 Audi S4 or Audi S5 vehicle that was imported and distributed by Volkswagen Group of America, Inc. for sale or lease in the United States or Puerto Rico.

Y. "Settlement Class" or "Settlement Class Members" means all persons and entities who purchased or leased a Settlement Class Vehicle, as defined in Section I.X. of this Agreement, in the United States of America or Puerto Rico.

Excluded from the Settlement Class are (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents, and representatives of Defendant, and their family members; (c) any affiliate, parent, or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any

Released Parties from any Released Claims, and (j) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class.

II. SETTLEMENT CONSIDERATION

In consideration for the full and complete Release of all Released Claims against all Released Parties, and the dismissal of the Action with prejudice, Defendant agrees to provide the following consideration to the Settlement Class:

A. Reimbursement for Past Unreimbursed Out-of-Pocket Expenses Paid for One (1) Covered Repair Prior to the Notice Date and Within 9 years or 90,000 Miles (Whichever Occurred First) from the Vehicle's In-Service Date

Subject to the limitations set forth in Section II.(B) below, if, prior to the Notice Date and within nine (9) years or ninety thousand (90,000) miles (whichever comes first) of the Settlement Class Vehicle's In-Service Date, a Settlement Class Member incurred and paid out-of-pocket expenses for a Covered Repair of a Settlement Class Vehicle that was not otherwise reimbursed, and timely submits a valid, complete, signed, and dated Claim Form, together with the required Proof of Repair Expense and Proof of Adherence to the Vehicle's Maintenance Schedule pursuant to the terms of this Agreement, the Settlement Class Member will be entitled to a percentage of reimbursement of said past paid and unreimbursed out-of-pocket expenses (parts, labor and taxes) for one (1) such Covered Repair, subject to the time/mileage parameters and percentage limits of coverage set forth in Table 1, below.

However, if the Covered Repair was performed at an independent service center and not an authorized Audi dealer, then the invoice amount, from which the sliding scale time/mileage percentage limits of reimbursement coverage in Table 1 (below) will then be applied, shall be limited to $5,000 if the Covered Repair was a replacement of the mechatronics unit, and $12,000 if the Covered Repair was a total transmission replacement.

Table 1: Time/Mileage Parameters and Percentage Limits of Coverage

Time from In-Service Date	Up to 50,000 miles	50,001 to 60,000 miles	60,001 to 70,000 miles	70,001 to 80,000 miles	80,001 to 90,000 miles
Up to 4 years	100% (under original warranty	85%	75%	65%	50%
4-5 years	85%	80%	70%	60%	45%
5-6 years	75%	70%	60%	50%	40%
6-7 years	70%	65%	55%	45%	35%
7-8 years	65%	55%	45%	40%	30%
8-9 years	55%	45%	35%	30%	20%

B. **Requirements for and Limitations on Entitlement to Reimbursements Set Forth in Section II.A.**

(1) To qualify for reimbursement of past paid and unreimbursed out-of-pocket expenses under Section II.A. above, the Settlement Class Member must mail to the Claim Administrator, by first-class mail post-marked no later than one hundred forty (140) days after the Notice Date, a fully completed Claim Form, signed and dated under penalty of perjury, together with all required Proof of Repair Expense defined in Section I.U. and Proof of Adherence to the Vehicle's Maintenance Schedule defined in Section I.T. of this Agreement, demonstrating that the Claim for Reimbursement is valid and complies in all respects with the terms of this Settlement Agreement.

(2) Any transmission shuddering, juddering, rough shifting, or improperly entering "limp mode" caused by modification of/to the transmission or transmission components, misuse,

abuse, alteration or modification, a collision or crash, lack of or improper maintenance, and/or damage from an environmental or other outside source, does not qualify for reimbursement.

(3) If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form, the Claim shall contain proof that the claimant is a Settlement Class Member, that the vehicle is a Settlement Class Vehicle, and that the Settlement Class Member paid and was not reimbursed for a Covered Repair;

(4) Any Claim for Reimbursement shall be reduced by the amount of any payment, concession or goodwill accommodation, or discount(s) already received, from any other source (including Defendant, an Audi dealer, an insurer, service contract provider, or extended warranty provider, or any other person or entity), for all or part of the amount of the Covered Repair that is the subject of the Claim for Reimbursement. The Claim Form shall contain a statement in which the Settlement Class Member must verify either that no such payment, concession or goodwill accommodation, or discount(s) was received from another source, or if it was, the amount received and from whom/what source it was received.

(5) The Claim Administrator's denial of all or part of any Claim shall be binding and non-appealable, except that a Settlement Class Member may seek attorney review of said denial by so requesting it from the Claim Administrator within fifteen (15) days of the date of mailing of the denial. If attorney review is timely requested, Class Counsel and Defense Counsel will confer and attempt to resolve any disputed denial by the Claim Administrator in good faith. This provision does not apply to claims that, based on the proof submitted, do not qualify for reimbursement benefits under the terms of the Settlement.

C. Warranty Extension for Current Owners or Lessees of Certain Settlement Class Vehicles that Are Eligible

Effective on the Notice Date, Volkswagen Group of America, Inc. will extend its New Vehicle Limited Warranties applicable to the Settlement Class Vehicles to cover a percentage of the cost of one (1) repair, by an authorized Audi dealer, of a diagnosed condition of transmission shuddering, juddering, rough shifting, or improperly entering "limp mode," during a period of nine (9) years or ninety thousand (90,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle, with the amount of the extended warranty coverage to be subject to the same time/mileage parameters and percentage limits of coverage set forth in Table 1 above, and provided that the Settlement Class Member submits, to the dealer, Proof of Adherence to the Vehicle's Maintenance Schedule (hereinafter, the "Extended Warranty" or "Warranty Extension"). The Extended Warranty repair will consist of replacement of either the transmission or mechatronics unit of the subject vehicle.

The Extended Warranty is subject to the same terms and conditions set forth in the Settlement Class Vehicle's original New Vehicle Limited Warranty and Warranty Information Booklet.

Transmission shuddering, juddering, rough shifting, or improperly entering "limp mode" resulting from misuse, abuse, alteration or modification, a collision or crash, vandalism, lack of or improper maintenance, and/or damage from an environmental or outside source, shall be excluded and not covered by the Extended Warranty.

This warranty, as extended, is fully transferable to subsequent owners or lessees to the extent that the extended warranty period (time and/or mileage) has not expired.

III. CLAIMS ADMINISTRATION

A. Claims for Reimbursement under the Settlement Shall Be Administered by the Claim Administrator.

Defendant shall be responsible for the costs of Class Notice, CAFA Notice, and Claim Administration under this Settlement Agreement. The Parties retain the right to audit and review the claim handling by the Claim Administrator, and the Claim Administrator shall report to both Parties jointly.

B. Administration

(1) For each approved Claim for Reimbursement, the Claim Administrator, on behalf of Defendant, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent within one hundred fifty (150) days of the date of receipt of the completed Claim (i.e., a fully completed, signed, and dated Claim Form with all required supporting documentation), or within one hundred fifty (150) days of the Effective Date, whichever is later.

(2) Disputes as to the sufficiency of the Claim and/or Proof of Repair Expense submitted in support of a Claim for Reimbursement shall be submitted to and resolved by the Claim Administrator. In the event the Claim Administrator makes a preliminary determination that the Claim and/or Proof of Repair Expense submitted is insufficient, the Claim Administrator will send the Settlement Class Member a letter advising of the deficiencies. The Settlement Class Member will have thirty (30) days from the date of that letter to cure the deficiencies or the claim will be denied.

IV. NOTICE

A. To Attorneys General:

In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA"), the Claim Administrator shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a known Settlement Class Member resides.

B. To the Settlement Class:

The Claim Administrator shall be responsible for the following Settlement Class Notice Plan:

(1) On an agreed-upon date with the Claim Administrator, and no later than one hundred (100) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual Class Notice, substantially in the form attached hereto as Exhibit B, together with the Claim Form, substantially in the form attached hereto as Exhibit A, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. Defendant may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and Class Counsel approves all changes and formatting, and so long as such the Class Notice is substantially the same as that approved by the Court. The Claim Administrator shall be responsible for dissemination of the Class Notice.

(2) For purposes of identifying Settlement Class Members, the Claim Administrator shall obtain from Defendant the VINs of the Settlement Class Vehicles, and shall obtain from

Polk/IHS Markit, the names and current or last known addresses of Settlement Class Vehicle owners and lessees that can reasonably be obtained.

(3) Prior to mailing the Class Notice, an address search through the United States Postal Service's National Change of Address database shall be conducted to update the address information for Settlement Class Vehicle owners and lessees. For each individual Class Notice that is returned as undeliverable, the Claim Administrator shall re-mail all Class Notices where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Claim Administrator shall perform an advanced address search (e.g. a skip trace) and re-mail any undeliverable to the extent any new and current addresses are located.

(4) The Claim Administrator shall diligently, and/or as reasonably requested by Class Counsel or Defense Counsel, report to Class Counsel and Defense Counsel the number of individual Class Notices originally mailed to Settlement Class Members, the number of individual Class Notices initially returned as undeliverable, the number of additional individual Class Notices re-mailed after receipt of a forwarding address, and the number of those additional individual Class Notices returned as undeliverable.

(5) The Claim Administrator shall, upon request, provide Class Counsel and Defense Counsel with the names and addresses of all Settlement Class Members to whom the Claim Administrator sent a Class Notice pursuant to this Section.

(6) On or before the Notice Date, the Claim Administrator shall implement a Settlement website containing:

(a) instructions on how to submit a Claim for Reimbursement;

(b) instructions on how to contact the Claim Administrator, Class Counsel and/or Defense Counsel for assistance;

(c) in pdf downloadable format, copies of the Claim Form, Class Notice, this Settlement Agreement, and the Preliminary Approval Order. Additional documents will be added to the website as they become available including the Final Approval Order, the motion(s) for Final Approval, Class Counsel Fees/Expenses and Class Representative Service Awards, and other pertinent orders and documents to be agreed upon by counsel for the Parties; and

(d) relevant deadlines including the deadlines for objecting or opting out of the settlement and the deadline for submissions of Claims for Reimbursement, the date/time of the final fairness hearing and any other relevant information agreed upon by counsel for the Parties.

(7) The Settlement website shall appear at a URL address to be agreed upon by the Parties.

(8) On or before the Notice Date, the Claim Administrator shall establish a toll-free number, which will be staffed by the Claim Administrator, to assist in answering questions about the Settlement.

(9) No later than ten (10) days after the Notice Date, the Claim Administrator shall provide an affidavit or declaration to Class Counsel and Defense Counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of this Agreement or those required by the Court.

V. RESPONSE TO NOTICE

A. Objection to Settlement

(1) Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement or the requested amount of Class Counsel Fees/Expenses and/or Settlement Class Representative service awards, must, by the date specified in the Preliminary Approval Order, which date shall be approximately thirty (30) days after the Notice Date, file any such objection with the Court (a) either in-person with the Clerk of the Court or via the Court's electronic filing system, or, if not filed in either manner, (b) by mailing the objection to the Court

and to the following persons by first-class mail postmarked no later than thirty (30) days after the Notice Date: Alex R. Straus, Milberg Coleman Bryson Phillips Grossman, PLLC, 280 S. Beverly Drive, Beverly Hills, CA 90212 on behalf of Class Counsel; and Michael B. Gallub, Herzfeld & Rubin, P.C., 125 Broad Street, New York, New York 10004 on behalf of Defendant; and the Claim Administrator, Angeion Group, Settlement Class Members may personally object or object through an attorney retained at their own expense; however, each individual Settlement Class Member objecting to the Settlement, in whole or in part, shall personally sign the objection.

(2) Any objecting Settlement Class Member must include with his, her or its objection:

(a) the objector's full name, address, and telephone number;

(b) the model, model year, and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt);

(c) a written statement of all grounds for the objection accompanied by any legal support for such objection;

(d) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection;

(e) the name, address, and telephone number of any counsel representing said objector; and

(f) a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member or his, her, or its counsel has not objected to any other class action settlement in the United States in the previous five years, he/she/it shall affirmatively so state in the objection.

(3) Moreover, subject to the approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for Class Counsel Fees and Expenses or Class Representative service awards. In order to

appear, the objecting Settlement Class Member must, by the objection deadline, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence and identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a timely and proper Notice of Intention to Appear in accordance with the deadline and requirements set forth herein, will be deemed to have waived the right to appear at the Final Fairness Hearing in person or by counsel.

(4) Any Settlement Class Member who has not filed a timely and proper objection in accordance with the deadline and requirements set forth herein, will be deemed to have waived any objections to the Settlement and any adjudication or review of the Settlement, by appeal or otherwise.

B. **Request for Exclusion from the Settlement**

(1) Any Settlement Class Member who wishes to be excluded from the Settlement Class must, by the date set forth in the Preliminary Approval Order, which date shall be approximately thirty (30) days after the Notice Date, submit a request for exclusion ("Request for Exclusion") to the Claim Administrator at the address specified in the Class Notice. To be effective, the Request for Exclusion must:

(a) include the Settlement Class Member's full name, address, and telephone number;

(b) identify the model, model year and VIN of the Settlement Class Vehicle;

(c) state that he/she/it is or was a present or former owner or lessee of a Settlement Class Vehicle; and

(d) specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

(2) Any Request for Exclusion must be postmarked on or before the deadline set by the Court in the Preliminary Approval Order, which date shall be approximately thirty (30) days after the Notice Date. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper addresses, shall not be excluded from this Settlement and shall be subject to and bound by this Settlement Agreement, the Release of Claims, and every order or judgment entered relating to this Settlement Agreement.

(3) Any Settlement Class Member who submits a timely and proper Request for Exclusion cannot also submit an objection to the Settlement.

(4) The Claim Administrator will receive purported Requests for Exclusion and will consult with Class Counsel and Defense Counsel in determining whether they meet the requirements of a Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Settlement Class Member intended to be excluded from the Settlement Class will be evaluated jointly by counsel for the Parties, who shall make a good faith evaluation, if possible. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class shall be submitted to the Court so that the Court may resolve the uncertainty. The Claim Administrator shall maintain a database of all Requests for Exclusion, and shall send copies of the original written communications memorializing those Requests for Exclusion to Class Counsel and Defense Counsel. The Claim Administrator shall report the names and addresses of all such persons and entities that submitted timely and proper Requests for Exclusion, to the Court, Class Counsel, and Defense Counsel at least thirty-five (35) days prior to the Final Fairness Hearing, and the list of persons and entities deemed by the Court to have

excluded themselves from the Settlement Class will be attached as an exhibit to the Final Approval Order and Judgment.

VI. WITHDRAWAL FROM SETTLEMENT

A. Plaintiff or Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

(1) Any objection to the proposed Settlement is sustained and such objection results in changes to this Agreement that the withdrawing party deems in good faith to be material (e.g., because it substantially increases the costs of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material);

(2) The preliminary or final approval of this Settlement Agreement is not obtained without modification, and any modification required by the Court for approval is not agreed to by both Parties, and the withdrawing party deems any required modification in good faith to be material (e.g., because it increases the cost of the Settlement, or deprives the withdrawing party of a benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material);

(3) Entry of the Final Order and Judgment described in this Agreement is vacated by the Court or reversed or substantially modified by an appellate court, except that a reversal or modification of an order awarding reasonable attorneys' fees and costs and expenses, if any, shall not be a basis for withdrawal from the Settlement; or

(4) The Defendant shall, in addition, have the option to withdraw from this Settlement Agreement, and to render it null and void, if more than five percent (5%) of the persons and entities identified as being members of the Settlement Class exclude themselves from the Settlement Class in accordance with the provisions of part V.B. of this Settlement Agreement.

B. To withdraw from this Settlement Agreement under this paragraph, the withdrawing party must provide written notice to the other party's counsel and to the Court within (i) ten (10) business days of receipt of any order or notice of the Court modifying, adding, or altering any of the material terms or conditions of this Agreement, or (ii) if Defendant so chooses, within a reasonable time after it is determined that more than five percent (5%) of Settlement Class Members have excluded themselves from the Settlement. In the event either party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Action, and shall not be offered in evidence or used in the Action or any other litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, and documents prepared and statements made in connection herewith shall be inadmissible as evidence and without prejudice to the Defendant and Plaintiff, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter or proposition of law, and shall not be used in any manner for any purpose, and all Parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

C. A change in law, or change of interpretation of present law, that affects this Settlement shall not be grounds for withdrawal from the Settlement.

VII. ADMINISTRATIVE OBLIGATIONS

In connection with the administration of the Settlement, the Claim Administrator shall maintain a record of all contacts from Settlement Class Members regarding the Settlement, any Claims submitted pursuant to this Settlement Agreement and any responses thereto. The Claim Administrator, on a weekly basis, shall provide to Class Counsel and Defense Counsel summary information concerning the number of claims made, number of claims validated, number of returned claims for incompleteness, and total dollar amount of payouts on approved claims made, the number of claims rejected and the total dollar amount of claims rejected, such that Class Counsel and Defense Counsel may inspect and monitor the claims process.

VIII. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit C.

B. Final Approval of Settlement

(1) If this Settlement Agreement is preliminarily approved by the Court, Class Counsel shall present a motion for final approval of the Settlement at least twenty-one (21) days prior to the Final Fairness Hearing, requesting that the Court issue a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) substantially in the form that will be agreed to and submitted by the Parties.

(2) The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this

Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Such best efforts shall include taking all reasonable steps to secure entry of a Final Order and Judgment of the Settlement terms contained herein, as well as supporting the Settlement and the terms of this Settlement Agreement through any appeal.

C. **Plaintiff's Application for Class Counsel Attorney Fees and Costs, and Class Representative Service Awards**

(1) The Parties agree that Class Counsel may apply to the Court ("Fee and Expense Application") for a combined award of reasonable attorneys' fees, costs, and expenses (hereinafter, collectively, "Class Counsel Fees and Expenses"), to be paid by Defendant separate and apart from any benefits to the Settlement Class pursuant to this Agreement, in an amount up to, but not exceeding, the total combined sum of One Million and Fifty Thousand Dollars and No Cents ($1,050,000.00). Class Counsel may apply for such an award on or before twenty-one (21) days prior to the deadline for Settlement Class Member objections or requests for exclusion. Defendant will not oppose or object to the Fee and Expense Application requesting Class Counsel Fees and Expenses that do not exceed the total combined sum of One Million Fifty Thousand Dollars and No Cents ($1,050,000.00). Class Counsel shall not seek or be awarded, and shall not accept, any amount of Class Counsel Fees and Expenses exceeding said total combined amount.

(2) The Parties also agree that Class Counsel may apply to the Court for a reasonable service award not to exceed the amount of Five Thousand Dollars and No Cents ($5,000.00) for the named Plaintiff, John Chess, who has served as putative class representative in the Action ("Settlement Class Representatives"), to be paid by Defendant. Defendant will not oppose Plaintiff's request, made as part of the Fee and Expense Application, that Defendant pay a service award of Five Thousand Dollars and No Cents ($5,000.00) to Plaintiff John Chess.

(3) The Class Counsel Fees and Expenses and Settlement Class Representative service award, as awarded by the Court, shall be paid by Defendant by wire transfer, check, or other mutually agreeable fashion as designated and instructed by all Class Counsel, within the later of (a) thirty (30) days after the Effective Date of the Settlement, or (b) assuming the Effective Date of the Settlement has occurred, thirty (30) days after entry of the Final Order and Judgment for attorney fees, expenses, and service awards, including final termination or disposition of any appeals relating thereto. Said payments shall fully, finally and forever satisfy, release and discharge any and all obligations of Defendant and the Released Parties, and with respect to any and all claims or potential claims by any firm or counsel, with respect to payment of the (a) Class Counsel Fees and Expenses, (b) any attorney fees and expenses whatsoever in connection with the Action or this Settlement thereof, and (c) the Settlement Class Representative service award.

(4) The procedure for and the grant or denial or allowance or disallowance by the Court of the Fee and Expense Application are not part of this Settlement Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceedings relating solely to the Fee and Expense Application, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date of this Agreement. Payment of Class Counsel Fees and Expenses and the Settlement Class Representative service award will not reduce the benefit being made available to the Settlement Class Members, and the Settlement Class Members will not be required to pay any portion of Class Counsel Fees and Expenses or the Settlement Class Representative service award.

(5) The Parties negotiated the above described amounts of Class Counsel Fees and Expenses and Settlement Class Representative service awards only after reaching an

agreement upon the relief provided to the Settlement Class, with the assistance of a professional third-party neutral Mediator at JAMS.

D. **Release of Plaintiff's and Settlement Class Members' Claims**

(1) Upon the Effective Date, the Plaintiff and each Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, completely and forever released, acquitted, and discharged the Released Parties from all Released Claims.

(2) Upon the Effective Date, with respect to the Released Claims, the Plaintiff and Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

(3) Upon the Effective Date, the Action will be deemed dismissed with prejudice.

IX. MISCELLANEOUS PROVISIONS

A. **Effect of Exhibits**

The exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

B. **No Admission of Liability**

Neither the fact and existence of, nor any term or provision contained in, this Agreement, nor any action taken hereunder, shall constitute, be construed as, or be admitted as evidence as, any admission of the validity or merits of any claim or fact alleged in the Action, or of any

wrongdoing, fault, breach, or violation of law or liability of any kind on the part of Defendant and/or the Released Parties, or any admission by Defendant and/or the Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiff, or the Settlement Class Members, or cited or referred to in the Action or any action or proceeding, except in an action or proceeding brought to enforce the terms of this Agreement and/or the Final Order and Judgment.

C. **Entire Agreement**

This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Settlement Agreement is sought.

D. **Arm's-Length Negotiations and Good Faith**

The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the parties in entering into this Settlement Agreement.

E. **Continuing Jurisdiction**

The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Agreement.

F. **Binding Effect of Settlement Agreement**

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, attorneys, heirs, successors, and assigns.

G. **Extensions of Time**

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice (subject to Court approval as to Court dates).

H. **Service of Notice**

Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to Defense Counsel or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing, of a successor individual or address:

As to Plaintiff:

MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
Alex R. Straus, Esq.
280 S. Beverly Drive, Suite PH
Beverly Hills, CA 90212

As to Defendant:

HERZFELD & RUBIN, P.C.
Michael B. Gallub, Esq.
Brian T. Carr, Esq.
125 Broad Street
New York, NY 10004

I. **Authority to Execute Settlement Agreement**

Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

J. **Discovery**

Defendant will cooperate and participate in reasonable confirmatory discovery, to the extent reasonably deemed necessary by Plaintiff and agreed-to by the Parties.

K. **Return of Confidential Materials**

All documents and information designated as "confidential" and produced or exchanged in the Action, shall be returned or destroyed with no copies, either electronic or paper, maintained, within sixty (60) days of the Effective Date of the Settlement.

L. **No Assignment**

The Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the litigation or any related action.

M. **No Third-Party Beneficiaries**

This Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation, or undertaking established herein to any third party (other than Settlement Class Members themselves) as a beneficiary of this Agreement.

N. **Construction**

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement and, therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

O. **Captions**

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

ON BEHALF OF PLAINTIFF:

Dated: July ___, 2021

John Chess

John Chess

Dated: July ___, 2021
7/9/2021

MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
100 Garden City Plaza
Garden City, NY 11530

Dated: July 8, 2021

SIMMONS HANLY CONROY LLC
One Court Street
Alton, IL 62002

ON BEHALF OF DEFENDANT:

Dated: July ____, 2021

Michael B. Gallub, Esq.
Herzfeld & Rubin, P.C.
125 Broad Street
New York, New York 10004
Attorneys for Volkswagen Group
of America, Inc.

CLAIM FORM

You Must Complete, Sign and Timely Submit This Form and the Specified Documents/Records to Receive Reimbursement of Certain Past Out-of-Pocket Expenses for One Covered Repair of the DSG Transmission of a Settlement Class Vehicle Under the Settlement in *Gillard v. Volkswagen Group of America, Inc.*, No. 4:17-cv-07287 (N.D.Ca.).

FIVE STEPS FOR SUBMITTING A CLAIM FOR REIMBURSEMENT:

(1) Verify Your Contact Information:

If your contact information is incorrect, please correct it in the boxes provided below:

<<FIRSTMILASTNAME1>>
<<ADDRESS1>>
<<ADDRESS2>>
<<ADDRESS3>>
<<CITY>> <<ST>> <<ZIPCODE>>
<<TELEPHONE NUMBER>>
<<VIN>>

First Name: *MI:* *Last Name:*

Address:

City: *State:* *ZIP Code:*

Telephone Number: – –

Vehicle ID Number (VIN):

Vehicle Make:

Vehicle Model:

(2) Provide Repair Invoices and/or Other Records (original or legible copies) Confirming that you Paid for a Past Covered Repair of the DSG Transmission of your Settlement Class Vehicle within the Time and Mileage Period Specified Under the Settlement. The Records you Submit Must Include the Following Information:

(a) Your name and address;

(b) The make, model and Vehicle Identification Number (VIN) of your Settlement Class Vehicle that had the Covered Repair of the DSG transmission;

(c) The date that the Covered Repair was performed on your Settlement Class Vehicle;

(d) The name and address of the authorized Audi dealership or non-dealer service facility that performed the Covered Repair;

(e) A description of the repair work performed (demonstrating that this was a Covered Repair) including the parts repaired/replaced on the DSG transmission and a breakdown of the parts and labor costs;

(f) The vehicle's mileage at the time that the Covered Repair was performed;

(g) Records evidencing your adherence to the transmission oil maintenance requirements of the Settlement Class Vehicle's maintenance schedule, set forth in the Warranty and Maintenance Booklet for the vehicle, during the time you owned and/or leased the vehicle up to the date/mileage of the Covered Repair, within a variance of ten percent (10%) of the scheduled time/mileage maintenance requirements. In the event such maintenance records cannot be obtained despite a good faith effort to obtain them, you may submit a signed and sworn Declaration detailing what efforts you made to obtain the records, the reason why the records are not available, and attesting to your adherence to the transmission oil maintenance requirements of the Settlement Class Vehicle's maintenance schedule as set forth above; and

(h) Proof of your payment, including the amount paid, for the Covered Repair.

(3) Provide the Total Dollar Amount you are Claiming for Reimbursement of the Covered Repair:

$☐☐☐☐☐☐

(4) Answer the Following Question:

For the amount of the Covered Repair cost for which you are seeking to be reimbursed, did you receive any payment, credit, coverage, concession, or reimbursement for all or any part of that amount from any other source, including from Audi, any warranty or maintenance program, goodwill, coupon or reduction, or other full or partial reimbursement or refund (for example, by an Audi dealership, any insurance company or provider of any extended warranty or service contract, or by any other source)?

☐ Yes ☐ No

If you answered YES, identify from whom/what source(s) such payment, reimbursement, coverage, credit or concession was received:

_____

If you answered YES, list the total amount of the cost for which you already received a payment, reimbursement, coverage, credit, or concession:

$☐☐☐☐•☐☐

(5) Sign & Date:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief, and this document is signed under penalty of perjury.

☐

Signature

Date: ☐☐ MM ☐☐ DD ☐☐☐☐ YYYY

Name:-_____

(6) You Must Mail the completed and signed Claim Form, and all required Documents/Paperwork, postmarked no later than _____, 2021, to:

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia , PA 19103

For more information, please review the Class Notice, call the Claims Administrator at 1-___-___-____, or visitError! Hyperlink reference not valid.

Chess v. Volkswagen Group of America, Inc. d/b/a Audi of America, Inc., U.S. District Court, Northern District of California, (listed on the Court Docket as Gillard, et al. v. Volkswagen Group of America, Inc.) Civil Action No. 4:17-cv-07287-HSG

A federal court authorized this Notice. This is not a solicitation from a lawyer.

THIS NOTICE OF A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- **A Settlement has been proposed in a putative class action lawsuit against Volkswagen Group of America, Inc. ("VWGoA") in which Plaintiff has claimed that the DSG transmissions in certain Audi S4 and Audi S5 vehicles contain an alleged defect that could potentially result in shuddering, juddering, rough shifting or improperly entering "limp mode" conditions at certain times. VWGoA has denied the claims and maintains that the transmissions in these vehicles are properly designed and manufactured and are not defective. The class action, pending in the United States District Court for the Northern District of California, is entitled _Gillard v. Volkswagen Group of America, Inc. d/b/a Audi of America, Inc._, Civil Action No. 4:17-cv-07287 (the "Action" or "Lawsuit"). The Action has not gone to trial and the Court has not decided in favor of the Plaintiff or VWGoA. Instead, the Plaintiff and VWGoA have agreed to settle the Action.**

- **You are a "Settlement Class Member" and are affected by this Settlement if you purchased or leased a model year 2010, 2011 or 2012 Audi S4 or Audi S5 vehicle in the United States or Puerto Rico that was imported and distributed by VWGoA for sale or lease in the United States or Puerto Rico (hereinafter, collectively, "Settlement Class Vehicles").**

- **This Notice explains the Action, the Settlement, your legal rights, your available benefits and who is eligible for them, how to obtain them if you are eligible, and applicable time deadlines and procedures. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement. Additional information is available online at www._____.com.**

- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

- **The Court in charge of this case still has to decide whether to approve the Settlement. The Court has preliminarily approved the Settlement, and will hold a Final Fairness Hearing, at the time and place discussed below, to decide whether to grant final approval of the Settlement. Any Payments pursuant to the Settlement will be made only if the Court grants final approval of the Settlement and after appeals, if any, are resolved.**

BASIC INFORMATION

1. Why did I receive this Notice, and what are the settlement benefits?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement.

According to records, you are a current or past owner or lessee of a model year 2010, 2011 or 2012 Audi S4 or Audi S5 vehicle that was imported and distributed by Volkswagen Group of America, Inc. ("VWGoA") for sale or lease in the United States or Puerto Rico (hereinafter, collectively, "Settlement Class Vehicles").

As a current or past owner or lessee of a Settlement Class Vehicle, you are considered a "Settlement Class Member." A class action lawsuit was filed alleging that there is a defect that might cause the DSG transmissions of the Settlement Class Vehicles to shudder, judder, rough shift or improperly enter "limp mode" at certain times. VWGoA has denied the claims and maintains that the transmissions are not defective, were properly designed and manufactured, that no applicable warranties were breached, that no statutes or laws were violated, and that no wrongdoing occurred with respect to the transmissions in the Settlement Class Vehicles. The Lawsuit has been resolved through a Settlement under which the following benefits will be provided:

A. <u>Reimbursement for Past Unreimbursed Out-of-Pocket Expenses for Covered Repairs</u>

If, prior to the Notice Date and within nine years or ninety thousand (90,000) miles (whichever occurred first) of the Settlement Class Vehicle's In-Service Date, a Settlement Class Member incurred and paid out-of-pocket expenses for a Covered Repair (a repair or replacement of the mechatronics unit or the transmission itself, as a result of a diagnosed condition of shuddering, juddering, rough shifting or improperly entering "limp mode" of a Settlement Class Vehicle's transmission) that was not otherwise reimbursed, and timely submits a valid, complete and signed Claim Form, together with the required documentary proof set forth below, the Settlement Class Member will be entitled to a percentage reimbursement of said past paid out-of-pocket expenses (parts, labor and taxes) for one (1) such Covered Repair, with the percentage of reimbursement determined by the age and mileage of the vehicle at the time of the repair as set forth in Table 1 below:

(a) If the Covered Repair was performed by an authorized Audi dealer, the Settlement Class Member shall be entitled to receive a percentage of reimbursement of the paid invoice amount of one (1) Covered Repair (parts, labor and taxes), with the percentage of reimbursement determined by the age and mileage of the vehicle at the time of the repair as set forth in Table 1 below.

(b) If the Covered Repair was performed by a service entity or facility that is not an authorized Audi dealer, then the invoice amount of the one (1) Covered Repair (parts, labor and taxes) from which the applicable percentage of reimbursement will be determined pursuant to Table 1 below, will be limited to a maximum of $5,000 if the Covered Repair was a replacement of the mechatronics unit, and $12,000 if the Covered Repair was a replacement of the entire transmission.

Table 1: Time/Mileage Parameters and Percentage Limits of Coverage

Time from In-Service Date	Up to 50,000 miles	50,001 to 60,000 miles	60,001 to 70,000 miles	70,001 to 80,000 miles	80,001 to 90,000 miles
Up to 4 years	100% (under original warranty	85%	75%	65%	50%
4-5 years	85%	80%	70%	60%	45%
5-6 years	75%	70%	60%	50%	40%
6-7 years	70%	65%	55%	45%	35%
7-8 years	65%	55%	45%	40%	30%
8-9 years	55%	45%	35%	30%	20%

B. Requirements for and Limitations on Entitlement to Reimbursements Set Forth in Sections A Above

To qualify for reimbursement of past paid and unreimbursed out-of-pocket expenses provided under Section A above, Settlement Class Members must comply with the following requirements:

(a) Mail to the Claim Administrator, by first-class mail **postmarked no later than _____ [one hundred forty (140) days after the Notice Date]**, a fully completed Claim Form, a copy of which is attached to this Notice and available at www._____.com, signed and dated under penalty of perjury, together with all required Proof of Repair Expense documentation listed in the Claim Form and Proof of Adherence to the Vehicle's Maintenance Schedule (documents, evidencing the Settlement Class Member's adherence to the Settlement Class Vehicle's maintenance schedule for transmission oil maintenance during the time he/she/it owned and/or leased the vehicle up to the time of the Covered Repair, within a variance of ten percent (10%) of the scheduled time/mileage maintenance requirement, or, in the event maintenance records cannot be obtained despite a good faith effort to obtain them, the Settlement Class Member may submit a sworn Declaration detailing what efforts were made to obtain the records, including why the records are not available, and attesting to adherence to the relevant aspects of the Settlement Class Vehicle's maintenance schedule as set forth above).

(b) If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form, the Claim shall contain proof that the claimant is a Settlement Class Member, that the vehicle is a Settlement Class Vehicle and that the Settlement Class Member paid and was not reimbursed for a Covered Repair.

(c) Any reimbursement pursuant to this Settlement shall be reduced by any previous warranty, carefree maintenance, goodwill, reimbursement, refund, or other payment or concession for the transmission repair that was paid or provided by Defendant, an authorized Audi dealer, or any other entity (including insurers and providers of extended warranties or service contracts).

(d) Each Claim for Reimbursement must include, in the Claim Form(s), a statement that the Settlement Class Member has not previously been reimbursed, from any other source, for all or part of the out-of-pocket expense for which reimbursement is being sought under this Settlement, or if any

full or partial reimbursement was previously received, delineate the amount of the reimbursement received and the source of the reimbursement.

(e) Transmission shuddering, juddering, rough shifting or improperly entering "limp mode" resulting from misuse, abuse, alteration or modification, a collision or crash, vandalism, lack of or improper maintenance, and/or damage from an environmental or outside source, does not qualify for reimbursement.

C. Warranty Extension for Current Owners and Lessees of Certain Settlement Class Vehicles that are Eligible

Effective on _____, 2021 [the Notice Date], VWGoA will extend its New Vehicle Limited Warranties applicable to certain Settlement Class Vehicles' transmissions to cover a percentage of the cost of one (1) repair, by an authorized Audi dealer, of a diagnosed condition of transmission shuddering, juddering, rough shifting or improperly entering "limp mode" of said vehicles within a period of nine (9) years or ninety-thousand (90,000) miles (whichever occurs first) from the Settlement Class Vehicle's In-Service Date, by either repairing or replacing the transmission or the mechatronics unit, with the amount of said extended warranty coverage determined by the same time and mileage parameters (at time of the repair) and percentages set forth in Table 1 above, and provided that the Settlement Class Member submits, to the dealer, the same Proof of Adherence to the Vehicle's Maintenance Schedule detailed in Section 1.A above (hereinafter, the "Warranty Extension" or "Extended Warranty"):

General Terms and Conditions of the Extended Warranty:

(a) The Extended Warranty is subject to the same terms and conditions set forth in the Settlement Class Vehicle's New Vehicle Limited Warranty and Warranty and Maintenance Booklet, except for the time/mileage duration of the Extended Warranty and the percentage of its coverage as set forth above.

(b) Transmission shuddering, juddering, rough shifting or improperly entering "limp mode" resulting from misuse, abuse, alteration or modification, a collision or crash, vandalism, lack of or improper maintenance, and/or damage from an environmental or outside source, shall be excluded and not covered by the Extended Warranty.

(c) The Extended Warranty will be fully transferable to subsequent owners of Settlement Class Vehicles to the extent that its time and mileage duration has not expired.

(d) A vehicle is not eligible for an Extended Warranty if it was purchased with a salvaged title or if it was acquired by an insurance company as a result of a total loss.

(e) VWGoA shall not be responsible for, and shall not warrant, repair or replacement work performed on a Settlement Class Vehicle by an independent service center that is not an authorized Audi dealer.

2. Why is this a class action settlement?

In a class action, one or more persons, called the Class Representatives, sue on behalf of other people who have similar claims. Together all of these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

The Class Representative in this case is the Plaintiff John Chess, and the company he sued is called the Defendant.

The Court has not decided in favor of Plaintiff or Defendant. Instead, both sides agreed to a

Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of further litigation and a trial, and the people affected (the Settlement Class Members) will get benefits quickly. The Settlement Class Representative and Class Counsel think the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All persons or entities who purchased or leased a Settlement Class Vehicle in the United States or Puerto Rico that was imported and distributed by Volkswagen Group of America, Inc. for sale or lease in the United States of America and Puerto Rico.

Excluded from the Settlement Class are (a) all Judges who have presided over the Action, and their spouses; (b) all current employees, officers, directors, agents, and representatives of Volkswagen Group Companies, and their family members; (c) any affiliate, parent, or subsidiary of Defendant and any entity in which Defendant have a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to _____ **[date settlement agreement is signed]** settled with and released Defendant or any Released Parties from any Released Claims; and (j) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class.

4. I'm still not sure if I am included.

If you are still not sure whether you are included, you can call the Claim Administrator at _____ or visit www._____.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Question 1. More details are provided in the next three sections.

6. Who can send in a Claim for Reimbursement?

Any person or entity who purchased or leased a Settlement Class Vehicle in the United States or Puerto Rico can send in a timely Claim for Reimbursement for money spent within the parameters and within the time period described in Question 1.

7. How do I send in a Claim for Reimbursement?

To submit a Claim for Reimbursement, you must do the following within the required deadline:

(a) Complete, sign under penalty of perjury, and date the Claim Form (a copy of which are enclosed with this Class Notice and available at www._____.com). It is recommended that you keep a copy of the completed Claim Form.

(b) Mail the completed, signed, and dated Claim Form, together with your supporting Proof of Repair Expense documentation (e.g., repair record[s], receipts, and proof of payment) and Proof of Adherence to the Vehicle's Maintenance Schedule by First-Class Mail, **postmarked no later than**

_____, **2021**, to the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

If you are eligible for reimbursement benefits under the Settlement but fail to submit the completed Claim Form and supporting documentation by the required deadline, you will not receive a reimbursement.

8. When do I get my reimbursement or learn whether I will receive a payment?

If the Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you after the Settlement becomes final, which is called the "Effective Date." The Court has preliminarily approved the Settlement. The Court will hold a Final Fairness Hearing on _____, to decide whether to grant final approval of the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www._____.com.

If the Claim Administrator determines your Claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your Claim is due to a deficiency in your Claim Form and/or supporting documentation, the letter will notify you of the deficiency in your Claim and what you need to submit, and the deadline by which you may correct the deficiency. To check on the status of your Claim, you can call the Claim Administrator at _____.

9. What am I giving up to participate in the Settlement and stay in the Settlement Class?

Unless you exclude yourself by taking the steps described in Question 10 below, you are staying in the Settlement Class, which means that you will be bound by the Settlement Agreement including its release of claims, and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were asserted or could have been asserted in this case and/or contained in the release of claims (except for claims of personal injury or property damage other than damage to the Settlement Class Vehicles, which are not excluded by the release of claims). It also means that all of the Court's orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in the Settlement Agreement, which is available for review on the settlement website, www._____.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I get out of this Settlement?

To exclude yourself from the Settlement, you must send a written request for exclusion by U.S. Mail, **postmarked no later than** _____, clearly stating that you want to be excluded from the settlement. Your Request for Exclusion must also include your full name, address, telephone number, and signature, the model, model year and VIN of your vehicle, state whether you are a current or former owner or lessee of a Settlement Class Vehicle and specifically state your desire to be excluded from the Settlement Class. You must mail your Request for Exclusion, **postmarked no later than** _____, to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Angeion Group 1650 Arch Street, Suite 2210 Philadelphia PA 19103 Attn: _____	Alex Straus, Esq. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 280 S. Beverly Drive, Suite PH Beverly Hills, CA 90212	Michael B. Gallub, Esq. HERZFELD & RUBIN, P.C. 125 Broad Street New York, NY 10004

You cannot exclude yourself on the phone or by email. If you timely submit your request to be excluded by U.S. Mail or express mail, you will not get any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit.

11. If I don't exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle). The Released Claims are described in the Settlement Agreement, available for review at www._____.

12. If I exclude myself, can I get the benefits of this Settlement?

No. If you exclude yourself from the Settlement Class, you won't get any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

13. Do I have a lawyer in this case?

The Court has appointed the law firms of Milberg Coleman Bryson Phillips Grossman, PLLC and Simmons Hanly Conroy, LLC to represent Settlement Class Members. These law firms are called "Class Counsel."

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. However, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid, and will the Settlement Class Representatives receive service awards?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses ("Fees and Expenses") in an amount not exceeding a combined total sum of $1,050,000. VWGoA has agreed not to oppose Class Counsel's application for Fees and Expenses that do not exceed this combined total sum, and Class Counsel have agreed not to accept any Fees and Expenses in excess of that combined total sum.

Class Counsel will also apply to the Court for a service award to the named Plaintiff, John Chess, who has conditionally been approved as Settlement Class Representative, in the amount of $5,000, for his efforts in pursuing this litigation for the benefit of the Settlement Class.

Any award for Class Counsel Fees and Expenses and any service award will be paid separately by Defendant, and will not reduce any benefits available to you under the Settlement.

Class Counsel's application for Fees and Expenses and the Settlement Class Representative service award will be filed by _____, 2021 [21 days before the deadline for objections/opt-outs], and a copy will be made available for review at www._____.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and think it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel's requests for Fees

and Expenses and the Settlement Class Representative service award. You cannot ask the Court to order a different settlement; the Court can only approve or reject this proposed Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object. You are not required to submit anything to the Court unless you are objecting to the Settlement.

To object to or comment on the Settlement, you must do one of the following:

(a) Submit your written objection or comment, and any supporting papers or materials, to the Court. You may do so by mailing them by U.S. First-Class Mail, **postmarked no later than** _____, addressed to Clerk of the Court, United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay Street, Oakland CA 94612; or

(b) File your written objection or comment, and any supporting papers or materials, with the Court in person at any location of the United States District Court for the Northern District of California, or on the Court's ECF online docket for this case, **no later than** _____.

If you choose to mail your written objection to the Court, you must also, no later than the above date, mail copies of the objection and supporting papers or materials to:

- Alex Straus, Esq., Milberg Coleman Bryson Phillips Grossman, PLLC, 280 S. Beverly Drive, Beverly Hills, CA 90212 (on behalf of Class Counsel);
- Michael B. Gallub, Esq., Herzfeld & Rubin, P.C., 125 Broad Street, New York, NY 10004 (on behalf of Defendant's counsel); and
- Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 (the Claim Administrator).

Requirements for an Objection: Regardless of which method you choose, your written objection must state clearly that you are objecting to the Settlement, Fees and Expenses and/or the Settlement Class representative service awards in *Gillard v. Volkswagen Group of America, Inc.*, Civil Action No. 4:17-cv-07287, and must include your full name, current address, and telephone number, the model, model year, and VIN of your vehicle, proof that you own(ed) or lease(d) the vehicle (e.g., a true copy of a vehicle title, registration, or license receipt), a written statement of all your factual and legal grounds for objecting, any documents and/or briefs supporting your objection, a statement of whether you intend to appear at the Final Fairness Hearing, the name, address and telephone number of any counsel representing the objector, and your signature. In addition, any Settlement Class Member objecting to the Settlement must also provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements in any court in the previous five (5) years, or affirmatively state that the Settlement Class Member, or his or her counsel, has not objected to any other class action Settlement in the previous five (5) years, in the written materials provided with the objection. If you intend to appear at the Final Fairness Hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the Final Fairness Hearing.

If you do not submit a written objection in accordance with the deadline and procedure/requirements set forth above, you will waive your right to object and be heard at the Final Fairness Hearing, and to appeal from any order or judgment of the Court concerning the matter.

17. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can only object if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case

no longer affects you and you are not entitled to any benefits that the Settlement affords.

FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at _____ on _____, before the Honorable Haywood S. Gilliam, United States District Judge, at the United States District Court for the Northern District of California, Courtroom 2- 4th Floor, 1301 Clay Street, Oakland CA 94612, to determine whether the Settlement is fair, reasonable, and adequate and should receive final approval. At the Final Fairness Hearing, the Court will also consider Class Counsel's application for Fees and Expenses and a service award to the Settlement Class Representative.

19. Do I have to Attend the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but it is not necessary for your objection to be considered by the Court.

20. May I speak at the Final Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Final Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for Fees and Expenses and the Settlement Class Representative service award. To do so, you must send in a letter saying that it is your intention to appear at the Final Fairness Hearing in *Gillard v. Volkswagen Group of America, Inc.*, Civil Action No. 4:17-cv-07287. The letter must state the position you intend to present at the Final Fairness Hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, and telephone number, the model year and VIN of your vehicle(s), and your signature. **You must either send your letter by U.S. First-Class Mail to the Clerk of the Court, Class Counsel, and defense counsel at the three addresses listed under Question 16 above, postmarked no later than _____, 2021, or file your letter with the Court either in person or on the Court's on-line ECF docket (as specified under Question 16 above) no later than _____, 2021.** You may combine this letter and your comment or objection (described under Question 16) in a single document. You cannot speak at the Final Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it.

MORE INFORMATION

22. Where can I get more information?

For more information, please visit the Settlement website at www._____.com, where you can find extra Claim Forms, a copy of the Settlement Agreement, the Preliminary Approval Order, certain applicable motions and/or court filings, other pertinent documents, and more information on this litigation and Settlement. Updates regarding the case, including important dates and deadlines, will also be available on the

website. You may also contact the Claim Administrator by phone at _____ or by email at info@_____.com.

Milberg.

COLEMAN BRYSON PHILLIPS GROSSMAN

Firm Resume

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COLEMAN BRYSON PHILLIPS GROSSMAN

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC ("MILBERG") IS A LEADING GLOBAL PLAINTIFFS' FIRM, successfully pioneering and litigating complex litigations in the following practice areas: class actions, antitrust and competition law, securities fraud, consumer protection, cyber security and data breach litigation, financial and insurance litigation, environmental law, securities litigation, and product liability. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride themselves on providing stellar service and achieving extraordinary results for their clients.

Milberg was founded in 1965, taking the lead in landmark cases that have set groundbreaking legal precedents and prompted changes in corporate governance benefiting shareholders and consumers. For more than 50 years, the firm has protected victims' rights, recovering over $50 billion in verdicts and settlements. Milberg was one of the first law firms to prosecute class actions in federal courts on behalf of investors and consumers. The firm pioneered this type of litigation and became widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing.

Milberg has offices in New York, California, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Kentucky, Tennessee and Puerto Rico. Recently, Milberg opened an office in London that serves clients in the European Union. In addition, Milberg has expanded in South America, with primary emphasis in Brazil.

The firm's reputation has been built by successfully taking on challenging cases across a spectrum of practice areas for the past half-century. From resolving business disputes to proving antitrust conspiracies, Milberg is equipped to handle complex, high-stakes cases at any stage of the litigation process.

The firm's lawyers have been regularly recognized as leaders in the plaintiffs' bar by the National Law Journal, Legal 500, Chambers USA, and Super Lawyers, among others.

MILBERG IS COMPRISED OF MORE THAN 80 ATTORNEYS ACROSS THE COUNTRY, THE FOLLOWING OF WHOM ARE CERTAIN REPRESENTATIVES OF THE FIRM WHO HAVE HELD LEADING ROLES IN SUCCESSFUL CONSUMER CLASS ACTIONS, ALONG WITH MILBERG ATTORNEYS WHO ARE LICENSED IN OR PRACTICE IN NEW YORK.

GREG COLEMAN is a managing partner at Milberg and has 30 years of trial and appellate experience. Greg received his B.A. with highest honors and distinction from Jacksonville State University in 1986. He attended The University of Tennessee College of Law, graduating in 1989. In addition to distinguishing himself academically, Greg was a member of the National Trial Moot Court Team, was the recipient of the American Jurisprudence Award for National Trial Team and was listed in Who's Who Among Rising Young Americans. In addition, the College of Law bestowed upon Greg the honor of inclusion into the National Order of Barristers for outstanding oral advocacy and trial skills. Greg's practice focuses on class actions, products liability, medical malpractice, personal injury, complex multi-district litigation, toxic torts, premises liability, ERISA, ERISA class actions, drug and medical device litigation, and workers' compensation. He was co-lead counsel in a defective products case against Electrolux in which he and co-counsel successfully obtained a settlement on behalf of a class of more than one million members regarding defectively manufactured dryers. The settlement resulted in an expected utilization settlement value of over $35 million. Greg was co-lead counsel in a series of automobile defect class actions against General Motors in Florida, Illinois, and California, in which he and co-counsel successfully obtained a $42 million settlement on behalf of a class of 1.6 million consumers regarding excessive oil consumption. He was lead trial counsel in an ERISA class action against AK Steel Corporation in which he successfully obtained a $178.6 million settlement on behalf of a class of over 3,000 retirees of AK Steel's Butler Works Plant in Pennsylvania in 2011.

DANIEL K. BRYSON is a managing partner at Milberg and is one of the nation's most respected and experienced attorneys in the area of consumer class actions and mass torts. Dan also has significant experience working with attorneys, funders, and other partners on international litigation projects in the Courts in Amsterdam, the United Kingdom, Belgium, France, Spain and Portugal, among others. For over 32 years, Dan has focused his practice on complex civil litigation, successfully representing thousands of consumers in a wide variety of defective product suits, class actions, and various mass torts and recovering more than $1.25 billion for his clients in numerous states throughout the country. He frequently collaborates with other attorneys in order to assemble the most effective team possible. Dan has been lead or co-lead counsel in numerous national class actions and MDLs. Dan is a frequent lecturer and writer on a variety of consumer class action, insurance, and mass tort related disputes. He has been quoted by a variety of media outlets over the years including the Wall Street Journal, Washington Post, New York Times, Law360, and Lawyers Weekly to name a few. He has been named as a member of the Legal Elite and Super Lawyers in North Carolina on numerous occasions. He has been awarded the designation of one of the Top 25 lawyers in Raleigh by Charlotte Magazine for a number of years including 2020. Dan is current serving as President of Public Justice, a nationwide public interest law firm. Dan is also an adjunct professor at Campbell Law School in Raleigh, NC where he teaches "Introduction to Class Actions and Multi-district litigation."

R. GLENN PHILLIPS is a managing partner at Milberg and has been practicing law since 1984 and has tried more than 100 civil jury trials. He is a managing partner at Milberg, and director of the firm's global operations. Mr. Phillips has received the highest rating from Martindale-Hubbell (5.0 out of 5.0) and is an AV rated attorney. Mr. Phillips started his legal career representing insureds on behalf of insurance companies, handling primarily wrongful death and product liability cases. In the mid-1990s, he began representing those injured by others, corporations, or by defective drugs and devices. Since then, he has been actively involved in the aggregation and prosecution of large groups of individual clients injured by corporate neglect. Mr. Phillips is a firm believer in the phrase, "leveling the playing field," allowing ordinary citizens to have access to justice through the courts and to being guided by experienced, aggressive, and ethical counsel. Mr. Phillips is a member of the Washington state bar. He is also a member of the American Association for Justice, an Eagle member of the Washington Association for Justice, and the non-profit organization, Public Justice. He is a frequent speaker before such national groups as The National Trial Lawyers, American Association for Justice, and Mass Torts Made Perfect, as well as various state trial lawyer groups.

MARC D. GROSSMAN is a managing partner at Milberg. Since beginning his law career in 1993, Mr. Grossman has focused primarily on representing large groups of plaintiffs against common defendants. In 1999, after six years of practicing plaintiff's personal injury law in state and federal courts in New York and New Jersey, Mr. Grossman founded the law firm of Sanders and Grossman, P.C. specifically to pursue claims on behalf of medical providers. This firm, and its successors, grew dramatically under his leadership, and now represent thousands of medical providers litigating claims against insurance companies, and thousands of injury victims.

Mr. Grossman had a vision of uniting the medical profession by affording them the opportunity to litigate nominal claims that were being written off by medical providers as uncollectible and had not previously been practical for most attorneys to litigate. By coordinating discovery, utilizing the most up-to-date case management technology, and recruiting top office administrators and trial attorneys, Mr. Grossman's firm was able to greatly improve efficiencies throughout the litigation process and ultimately the viability of collecting these claims. By filing over 100,000 individual lawsuits, Mr. Grossman's firms garnered the attention of the insurance industry and the medical profession in New York eventually leading to a series of mass settlements on behalf of his clients and recoveries in the hundreds of millions of dollars. In just 2006 and 2007, Mr. Grossman's firm personally litigated, negotiated, and recovered over 100 million dollars for his medical provider clients. The unique experience Mr. Grossman garnered as an innovator and leader in the mass settlement of medical claims and mass torts made him a leader in his field in negotiating and obtaining large recoveries.

Most recently, Mr. Grossman has represented hundreds of injured clients in lead paint litigations, asbestos litigations, mold litigations, and thousands of victims of defective drugs and products. Mr. Grossman received recognition litigating Vioxx cases in New Jersey Superior Court where he served as a liaison to the media as a member of the Vioxx Plaintiffs' Steering Committee's ("PSC's") Public Relations Committee, and as a liaison for the Committee to many financial institutions and governmental agencies, offering a common voice for the hundreds of attorneys handling such cases and the tens of thousands of victims they represent. These efforts and the hard work of many other relentless attorneys ultimately led Merck to agree to one of the largest Civil Settlements in American History for $4.85 Billion.

In December 2010, Mr. Grossman was nominated and invited to join both The Board of Directors of the New York State Trial Lawyers Association and the Executive Committee of Association of Trial Lawyers of America. Mr. Grossman is also a member of the Mass Tort Trial Lawyers Association and the Leaders Forum of the American Association of Justice.

Mr. Grossman has actively litigated for other large groups of plaintiffs in the following matters: *In re Avandia Mktg., Sales Practices and Prods. Liab. Litig.*; *In re N.Y. Bextra and Celebrex Prod. Liab. Litig.* in New York's Supreme Court, New York County; Case No. 273, *In re Bextra and Celebrex Litig.*, Superior Court of New Jersey, Atlantic County; Oxycontin Litigation in New York's Supreme Court, Richmond County; MDL-1708, *In re Guidant Corp. Implantable Defibrillators Prods. Liab. Litig*. in Minnesota; MDL-1699, *In re Bextra and Celebrex Mktg., Sales Practices and Prods. Liab. Litig.* in California; MDL-1742, *In Re Ortho Evra Prods. Liab. Litig.* in Ohio; MDL-1789, *In re Fosamax Prods. Liability Litig.* in New York; and MDL-1804, *In Re Stand 'N Seal, Prods. Liability Litig.*, where one of Mr. Grossman's firms serves on the PSC. One of Mr. Grossman's firms is also a court-appointed member of the PSC in the following mass tort litigations: *In Re Avandia*, *In Re Chantix, In Re Zicam*, *In Re Zimmer Knee*, *In Re Fosamax*, and the New Jersey state court coordination of Levaquin. One of Mr. Grossman's firms is co-lead in the NY Chantix Coordination and the New Jersey Reglan Coordination, as well as Risperdal in California, all Transvaginal Mesh PSC, and Propecia coordination.

After an $8 million verdict in *Boles v. Merck* for a victim of Fosamax, Mr. Grossman, along with co-counsel, led the Trial Team in *Rosenberg v. Merck* which was the first bellwether New Jersey Trial in Atlantic County Superior Court. Mr. Grossman has become well known as a speaker and host of approximately 20 educational seminars designed to educate victims, the medical community, and other attorneys. Mr. Grossman has been quoted and has appeared in numerous local and national forums and in the media as a legal commentator and advocate of victims' rights against the corporate greed that plagues our nation. In January 2016, Mr. Grossman received the 2015 Litigator Award a significant distinction, achieved by less than 1% of all trial attorneys. This award is considered among the top honors bestowed on trial attorneys.

PEGGY J. WEDGWORTH is a senior partner and Chair of the Antitrust Practice Group at Milberg. She was an Assistant District Attorney in Brooklyn, New York from 1986 to 1989. Since leaving the public sector in 1989, she has handled numerous securities, commodities, antitrust and whistleblower matters, and is a Super Lawyer in New York, New York since 2016 and recommended in the Legal 500 United States for 2016. Ms. Wedgworth represents defrauded investors and consumers, and she currently represents consumers in *In re Contact Lens Antitrust Litig.*, and car dealerships in an antitrust action brought against software suppliers. She actively litigated *In re Initial Public Offering Sec. Litig.* for over five years, which settled for $586 million, and *In re Merck & Co. Sec. Litig.*, which had a combined settlement totaling $1.062 billion. She also won a jury trial against R.J. Reynolds in a wrongful death tobacco case in Florida state court. Ms. Wedgworth has litigated antitrust and commodities class actions on behalf of plaintiffs including extensive experience in all aspects of pre-trial discovery in, among other cases, *In re Brand Name Prescription Drugs Antitrust Litig.*, No. 94-897, 1996 WL 351180 (N.D. Ill. June 24, 1996) (approving $351 million settlement); *In re NASDAQ Market-Makers Antitrust Litig.*, 187 F.R.D. 465 (S.D.N.Y.) ($1,027,000,000 settlement); *In re Microsoft Litig.*, MDL 1332 (D. Md.) (consolidated class actions alleging long term unlawful maintenance of a monopoly and other anticompetitive conduct by Microsoft resulting favorable partial settlements); *In re Soybean Futures Litig.*, No. 89-7009 (N.D. Ill.) ($21,500,000 class settlement providing claiming class

members/soybean futures traders a full recovery under plaintiffs' expert's formula); *In re Sumitomo Copper Litig.*, 74 F. Supp. 2d 393, 395 (S.D.N.Y. 1999) ("The recovery is the largest class action recovery in the 75 plus year history of the Commodity Exchange Act."); *Kohen v. Pac. Inv. Mgmt. Co., LLC*, No. 05-4681 (N.D. Ill.) (certified class of treasury bond futures purchasers alleging manipulation of the futures market); *Leider v. Ralfe*, No. 01-3137 (D.N.J.) (alleging price-fixing and monopolization in the diamond market by DeBeers resulting in a settlement of $250,000,000 and extensive injunctive relief); and *In re Natural Gas Commodities Litig.*, 03-6186 (S.D.N.Y.) ($101 million settlement). Ms. Wedgworth regularly speaks on topics relating to antitrust litigation, multi-district litigation and class action issues, and consumer matters. She is a member of the New York State Bar Association's Antitrust Committee, where she has served as both a speaker and panelist, and the American Bar Association, Antitrust Committee, and a member of the American Association of Justice.

MITCHELL BREIT is a Partner at Milberg in the firm's New York City office. During a legal career spanning more than 40 years he has been a champion of consumer and environmental protection, litigating class actions and mass torts of national scope that have brought relief to victims of corporate wrongdoing.

His career highlights include litigating the BP Gulf Oil Spill and Toyota Unintended Acceleration cases; settling a large overdraft fee class action against Bank of America; acting as lead counsel in the settlements of environmental claims involving Honeywell, Inc. and ConocoPhillips, Inc.; and serving on the Plaintiffs' Executive Committee in the ReNu MoistureLoc® litigation. Mr. Breit was also appointed as Liaison Counsel in the New York State consolidated Bextra-Celebrex litigation and was co-counsel in cases that ultimately achieved major public health victories against the tobacco industry.

Mr. Breit speaks frequently at national litigation conferences involving toxic and mass torts, class actions, and groundwater contamination, including Mealey's, HarrisMartin, Practicing Law Institute, and bar association conferences. He's been named to New York Metro Super Lawyers for ten straight years and to the Best Lawyers in America for three straight years. Mr. Breit has been an Adjunct Professor of Law at Brooklyn Law School, is a Board Member of Public Justice, and is a member of the American Association for Justice.

MARK E. SILVEY is a Partner at Milberg who acts as a lead attorney and primary litigator in many of the firm's class action and multidistrict litigation cases. During his 30-plus year legal career he has served as lead counsel in more than 100 jury trials, over 75 bench trials, and in numerous appellate cases in virtually all types of civil practice areas.

A native of Knoxville, Tennessee, Mr. Silvey grew up in the Halls community, with family ties going back several generations. He received a bachelor's degree in history from the University of Tennessee in 1984 with a concentration in medieval Japan, the Holy Roman Empire, and the 19th and early 20th century United States. Mr. Silvey also received his law degree from the University of Tennessee, where as a member of the National Trial Team, he received recognition as an Outstanding Clinic Student.

After graduation, Mr. Silvey worked at Wilson, Worley, Gamble & Ward, PC in Kingsport, Tennessee, representing hospital, railroad, industrial, and medical clients, among many others. Mark founded the Knoxville-based law firm of Bosch, Silvey & Lusk, PC in 1991. He handled all

types of litigation for the firm, including domestic relations, personal injury, business, real estate, and federal criminal matters.

Mr. Silvey relocated to Atlanta in 1997 to serve as an in-house attorney for State Farm Mutual Automobile Insurance Company. He later worked for Travelers Indemnity Company and in 2006, moved back to Knoxville to open a new in-house office for Travelers. In 2010, Mark returned to private practice with Greg Coleman Law.

HARPER SEGUI is a partner and practice leader in the Consumer Products Group at Milberg. Ms. Segui is an experienced litigator who focuses her practice on representing plaintiffs in complex class action litigation, including defective products, false advertising and mislabeling, and data breaches. Ms. Segui has actively lead a variety of complex cases across the country, having been instrumental in procuring millions of dollars in recoveries for plaintiffs and class members. In addition to individual class actions, Ms. Segui has enjoyed playing active roles in multidistrict litigation and has several times been appointed by courts to serve on Plaintiffs' Steering Committees. She was recently appointed as Co-Lead Counsel in multidistrict litigation involving a data breach. Ms. Segui has a broad spectrum of class actions and complex litigation experience that includes consumer product defects, building product defects, construction defects, unlawful fee charges, automobile defects, false advertising, and data breaches. Although integrally involved in every aspect of her cases, Ms. Segui has particularly honed technical skills which arm her with the ability to develop complex issues of science and technology at the heart of her cases, including the ability to engage experts and present these technical aspects in court. She been appointed to a number of leadership roles, and provided integral support for many more. Representative cases include *In Re: Windsor Wood Clad Windows Prods. Liab. Litig.*, 16-md-02668, MDL No. 2688 (E.D. Wis.) and *In Re: Allura Fiber Cement Siding Litig.*, No. 2:19-mn-02886 (D.S.C.), where she also serves as Co-Class Counsel. She also played essential supporting roles, including as a member of expert teams, in *In Re: MI Windows and Doors, Inc, Prods. Liab. Litig.*, 2:12-mn-00001, MDL No. 2333 (D.S.C.), *In Re: Pella Corp. Architect and Designer Series Windows, Mktg., Sales Prac. and Prods. Liab. Litig.*, 2:14-mn-00001, MDL No. 2514 (D.S.C.). Ms. Segui has been regularly selected to Super Lawyers as a Top-Rated Attorney in the areas of "Class Action & Mass Torts." She has co-authored several publications on product liability and other topics, and has been a lecturer on complex legal issues.

RACHEL SOFFIN is a partner and practice leader in the Consumer Products Group at Milberg. Ms. Soffin has spent the majority of her career prosecuting class action cases, including state and federal class actions involving product manufacturers and retailers, deceptive trade practices, privacy violations, and insurance and banking disputes. Prior to joining Milberg, Ms. Soffin worked in the area of consumer class actions in Morgan & Morgan's Tampa office. Prior to her time at Morgan & Morgan, Ms. Soffin served as in-house counsel for one of Florida's largest employee leasing companies. For the last eleven years, Ms. Soffin's practice has been exclusively dedicated to consumer class action litigation. Ms. Soffin has successfully represented consumers in numerous class action cases involving a wide range of subjects affecting consumers, including product defects, deceptive trade practices, regulatory violations, and statutory violations: *Cleveland v. Whirlpool Corp.*, No. 0:20-cv-01906-WMV-KMM (D. Minn.) (recent preliminary approval of over $20M value settlement involving defective dishwashers); *Hamm v. Sharp Electronics Corporation,* 5-19-cv-00488 (S.D. Fla.) (over $100M value settlement in action

involving allegedly defective microwaves); *Berman et al v. General Motors LLC*, No. 2:18-cv-14371-RLR (S.D. Fla.) ($40 million value settlement for consumers whose vehicles experienced excessive oil consumption and resulting damages); *De Leon v. Bank of America, N.A*. (USA), No. 6:09-cv-01251-JA-KRS (M.D. Fla.) ($10 million settlement for consumers subjected to violations of the Fair Credit Billing Act, a breach of their Cardholder Agreement and deceptive trade practices); *Swift v. Bank of America*, No. 3:14-cv-01539 (M.D. Fla) ($1 million settlement for consumers subjected to TCPA violations); *In re: Horizon Organic Milk Plus DHA Omega-3 Marketing and Sales Practice Litigation*, 1:12-MD-02324-JAL (S.D. Fla.) ($1.3 million settlement value for consumers subjected to deceptive trade practices for misrepresentations regarding a milk product); *In re: Tracfone Unlimited Service Plan Litigation*, No. 13-cv-03440-EMC (N.D. Cal) ($40 million settlement for consumers subjected to deceptive cellular phone data plan practices); *Corbett v. PharmaCare U.S. Inc.*, No. 3:21-cv-00137-GPC-AGS (S.D. Cal) (recent order denying, in part, motion to dismiss class action involving dietary supplements that are illegal to sell under the FDCA, rejecting defendant's preemption arguments); *Kanan et al v. Thinx Inc.*, No. 20-cv-10341-JVS-JPR (C.D. Cal.) (recent order denying, in part, motion to dismiss class action involving menstrual products that contain allegedly harmful Polyfluoroalkyl substances associated with a variety of negative health effects for humans, including cancer).

Ms. Soffin has held numerous leadership roles in MDLs. Currently, Ms. Soffin serves on the Plaintiffs' Steering Committee in litigation involving defective breast implants, *In re: Allergan Biocell Textured Breast Implant Product Liability Litigation*, No. 2:19-md-02921-BRM-ESK (D.N.J.), where she is on the law and briefing and class certification committees. Ms. Soffin also currently serves as Co-Lead Counsel in the defective cookware MDL, *All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation*, No. 2:21-mc-00491-NR (W.D. Pa.). In addition, Ms. Soffin served as co-lead settlement class counsel in *In Re: Allura Fiber Cement Siding Prods. Liability Litig.*, No. 2:19-mn-02886-DCN (D.S.C.) MDL, which resulted in a $12.5M settlement involving defective fiber cement siding.

Ms. Soffin has also been a lecturer at several conferences involving class action topics. Ms. Soffin is admitted to practice in the state courts of Florida and Georgia, and in the United States District Court for the Middle District of Florida, the United States District Court for the Southern District of Florida, the United States District Court for the Northern District of Georgia, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Eleventh Judicial Circuit. Ms. Soffin has been designated by Super Lawyers as a Florida Rising Star (2011-2013), and as a Florida Super Lawyer (2014-2018, 2022) in the fields of Class Actions/Mass Torts.

ADAM EDWARDS is a partner and practice leader in the Consumer Products Group at Milberg. Mr. Edwards acts as the lead attorney on many of the firm's serious personal injury cases. He also serves as a primary litigator on many of the firm's class action, multi-district litigation, and defective product cases. He attended The University of Tennessee where he received his undergraduate degree in political science and served as a field office intern for United States Senator and former Senate Majority Leader, Dr. Bill Frist. After graduating from UT, Mr. Edwards was accepted into the Juris Doctor program at the Washburn University School of Law where he was awarded an academic merit scholarship after his first year of coursework. While at Washburn, Adam excelled in oral advocacy and was selected as the President of the Moot Court Counsel on Oral Advocacy. He was also selected as a member of the Order of Barristers. He received his JD

after graduating with Dean's Honors in 2000. Adam's formal legal career started when he accepted a position as an Attorney at Husch Blackwell (formerly Blackwell Sanders) in Kansas City, Missouri in 2000. During the first four years of his legal career, Mr. Edwards successfully defended a number of well-known insurance companies and corporations in a wide range of litigation matters. Today, Mr. Edwards utilizes his extensive trial experience and diverse background to advocate for personal injury victims and consumers who have suffered damages resulting from dangerous and defective products. Mr. Edwards was selected by fellow members of the Knoxville Bar as a "Top Attorney" in CITYVIEW Magazine's annual Top Attorney's issue. He was selected as a Top Attorney for a second time in 2010. In 2017, Mr. Edwards was named one of the Top 100 Trial Lawyers by the American Trial Lawyers Association. He was also selected for membership into the Million Dollar Advocates Forum, an honor reserved for trial lawyers who have secured a settlement or verdict in excess of one million dollars.

ANDREI RADO is a partner at Milberg and focuses his practice on securities litigation, consumer class actions, and SEC whistleblower matters. The cases Mr. Rado is working on currently, or has litigated recently, are typical of his 20-year career: a class action pending in Manhattan federal court on behalf of universal life customers victimized by inflated cost of insurance deductions from the cash value of their policies; a class action in Los Angeles federal court on behalf of investors victimized by a Ponzi scheme; and class actions in Chicago federal court on behalf of consumers whose biometrics have been captured in violation of the Illinois Biometrics Information Privacy Act. Mr. Rado's securities practice has included numerous litigations nationwide that have resulted in massive recoveries, including, among the most complex, *In re Initial Public Offering Sec. Litig*., which alleged, in hundreds of consolidated cases, that investment banks manipulated the initial public offerings of hundreds of companies. Mr. Rado has also represented investors against mutual funds including a series of cases alleging that mutual fund managers allowed select investors to profit by improperly timing their trading in fund shares. In another mutual fund litigation, Mr. Rado represented investors victimized by overvaluation of illiquid securities. Mr. Rado was important in the firm's launching and organization of litigation of Mr. Rado's practice has focused on investigating, launching, and litigating securities class actions and consumer class actions. These cases are as diverse as consumer fraud itself. Early in his career, Mr. Rado litigated a case against jewelry company Zales for improperly denying credit-insurance claims made by unemployed and retired consumers, and a class action against computer maker Gateway for improperly understating in advertising the costs of internet access to consumers, some of whom incurred internet-access fees of hundreds of dollars. More recently, among other cases, Mr. Rado has launched and litigated consumer cases against companies that misled consumers by inflating the technical specifications of their products, and "all natural" food cases, including the first case alleging that products made from genetically modified organisms (GMOs) should not be advertised as natural. Prior to joining Milberg, Mr. Rado worked as an attorney at a New York City-based investment bank focusing on compliance, with rules and regulations relating to re-sales of control and restricted securities under the Securities Act of 1933. Mr. Rado also worked at another prominent New York City law firm specializing in plaintiffs' securities class action litigation. Mr. Rado received his Juris Doctor degree from St. John's University School of Law, cum laude, in 1999, and is admitted to practice law in New York. While in law school, Mr. Rado served as a senior member of the New York International Law Review. He is admitted to practice in the courts of the State of New York, as well as the United States District Court for the Southern District of New York. Mr. Rado was born in Bucharest Romania, and lived in Israel for several

years before immigrating to New York in the early 80s. Since the passage of the Dodd-Frank Act in 2010, Mr. Rado has represented numerous whistleblowers before the commission under a program that rewards and protects whistleblowers that report violations of securities laws to the Securities and Exchange Commission. These involved a variety of complaints, including allegations of bribing foreign officials to gain business, accounting fraud, and consumer fraud, against a variety of companies diverse in size and business.

ROY SHIMON is a partner at Milberg and focuses his practice on securities and stockholder derivative litigation in both state and federal courts. Mr. Shimon also has experience in the areas of insider trading and antitrust litigation. Super Lawyers recognized him as a "Rising Star" in the New York Metro area each year from 2014-2018. Mr. Shimon has served as lead or co-lead counsel in a number of complex matters on behalf of stockholders and employee investors, including *In re PLX Tech. Inc. S'holders Litig.* (Del Ch.) (stockholder recovery of $14.1 million); *In re Zynga Inc. Sec. Litig.* (N.D. Cal.) (investor recovery of $23 million); *In re Popular Inc. ERISA Litig.* (D.P.R.) (employee investor recovery of $8.2 million); and *Shanehchian v. Macy's Inc.* (S.D. Ohio) (employee investor recovery of $8.5 million). Mr. Shimon currently represents the City of Charlotte, North Carolina in ongoing antitrust litigation in *In re Liquid Aluminum Sulfate Antitrust Litig.*, No. 16-md-2687 (D.N.J. 2015). Mr. Shimon graduated *cum laude* from Franklin & Marshall College in 2003, where he was inducted into the Pi Sigma Alpha and Alpha Kappa Delta National Honor Societies. He received his J.D. from St. John's University School of Law in 2006, where he served on the Executive Board of the Moot Court Honor Society and as Vice President of the Entertainment & Sports Law Society. Mr. Shimon is admitted to practice in the state and federal courts of New York.

ROBERT A. WALLNER is a Partner at Milberg and received his B.A. degree from the University of Pennsylvania in 1976 graduating *magna cum laude*. He attended New York University School of Law, earning his J.D. degree in 1979. He was elected to the law school's Order of the Coif and served as an editor of the New York University Law Review. Mr. Wallner has litigated complex securities, consumer and antitrust class actions throughout the country. He has represented plaintiffs in lawsuits arising out of the Madoff Ponzi scheme, including the court-appointed litigation trustee of two Madoff "feeder funds." He has also represented investors in *In re Merck & Co., Inc. Sec. Litig.* (D.N.J.), which resulted in a $1.062 billion recovery, *In re Initial Public Offering Sec. Litig.* (S.D.N.Y), *In re CMS Energy Corp. Sec. Litig.* (E.D. Mich.), and *In re Deutsche Telekom AG Sec. Litig.* (S.D.N.Y.), and consumers in *In re Synthroid Mktg. Litig.* (N.D. Ill.) and the *Mercedes-Benz Tire Litig.* (D.N.J.). Mr. Wallner is a frequent lecturer on securities and complex litigation issues. He has served on the editorial board of Securities Litigation Report, as a faculty member of the American Bar Association's First Annual National Institute on Securities Litigation and Arbitration, and as a member of the Federal Courts Committee of the Association of the Bar of the City of New York. He has been recognized in Lawdragon's "100 Lawyers You Need to Know in Securities Litigation."

ALEX. R. STRAUS is Senior Counsel at Milberg. Mr. Straus is currently licensed to practice law in California, Massachusetts, New York, Rhode Island, and South Carolina. For more than a decade, he has represented consumers, labor unions, and municipalities throughout the United States in practice areas ranging from complex tort and personal injury to antitrust and securities litigation.

Prior to joining Milberg, Alex spent the majority of his legal career as a litigation attorney with Motley Rice LLC after a long career as an investigative journalist and author. In 2013, Alex authored an amicus curiae brief filed in the Supreme Court of the United States in support of a shipyard worker who died as a result of asbestos exposure

LEIGH SMITH is Senior Counsel at Milberg. Ms. Smith has practiced law at firms in New York and New Jersey and has prosecuted a broad range of cases during her career. Her cases have included complex class actions brought on behalf of injured consumers and investors and also actions alleging discrimination, breaches of fiduciary duty, fraudulent transfers, and legal malpractice. Her noteworthy repre-sentations include *In re Tyco Int'l Sec. Litig.*, No. 02-266-PB (D.N.H. 2002), a case involving complex allegations of fraud in which she played a leading role in achieving a multi-billion dollar settlement, and U.S. ex rel. *Cordingley v. Good Shepherd Hospice, Mid-America, Inc.*, No.4:11-cv-1087 (W.D. Mo. 2011), a qui tam action in which she successfully represented the relator. Ms. Smith earned a B.A. and an M.A. in French from Rutgers University. Prior to law school, Ms. Smith taught French language and literature, and she also taught English in a Parisian suburb. At Cornell Law School, Ms. Smith was on the editorial board of the Journal of Law and Public Policy, was an active member of the Moot Court Board, and was co-president of Cornell's Lambda Law Student Association. Ms. Smith is a member of the Women's Bar Association of the State of New York and the Westchester Women's Bar Association.

BARRY A. WEPRIN is Of Counsel at Milberg and graduated from Harvard College in 1974. He received a J.D. degree from the New York University School of Law in 1978, and a master of public affairs from the Woodrow Wilson School of Princeton University in 1978. While in law school, Mr. Weprin was notes and comments editor of the New York University Law Review. Since joining the firm, Mr. Weprin has specialized in securities and insurance litigation. He has served as lead or co-lead counsel in a number of complex securities class action litigations. He was one of the principal attorneys in the sales practice litigations against The New York Life Insurance Company, The New England Life Insurance Service Company, The Massachusetts Mutual Life Insurance Company, The John Hancock Mutual Life Insurance Company, and The Prudential Life Insurance Company which recovered billions of dollars for policyholders. Mr. Weprin is a frequent lecturer on complex litigation issues. Previously, Mr. Weprin served as law clerk to Judge Charles P. Sifton of the United States District Court for the Eastern District of New York and was associated with the law firm of Wachtell Lipton Rosen & Katz where he specialized in commercial and securities litigation. He also served as general counsel to the New York State Housing Finance Agency and the New York State Medical Care Facilities Finance Agency, two agencies that issue tax exempt bonds for financing nonprofit medical facilities and qualified housing projects. Mr. Weprin is very active in his community of Mamaroneck, New York, having served as a Town Councilman and a member of the Zoning Board of Appeals. He is a former President of the National Association of Shareholder and Consumer Attorneys (NASCAT) as well as Vice President of the Institute for Law and Economic Policy (ILEP). Mr. Weprin is a member of the American Bar Association, the Association of the Bar of the City of New York, the New York County Lawyers Association, and the New York State Bar Association. Mr. Weprin is admitted to practice in New York, the United States District Court for the Southern and Eastern Districts of New York, the United States Court of Appeals for the Second Circuit, and the United States Supreme Court.

SANFORD P. DUMAIN is Of Counsel at Milberg and attended Columbia University where he received his B.A. degree in 1978. He graduated *cum laude* from Benjamin N. Cardozo School of Law of Yeshiva University in 1981.Mr. Dumain represents plaintiffs in cases involving securities fraud, consumer fraud, insurance fraud, and violations of the antitrust laws. Mr. Dumain was co-lead counsel in *In re Tyco Int'l Ltd., Sec. Litig.* in which $3.2 billion was recovered for investors. Mr. Dumain also served as lead counsel in the securities class actions against Nortel and Biovail, which are the highest and third highest recoveries ever in cases involving Canadian companies. The Nortel settlement was valued at over $1 billion and Biovail settled for over $138 million in cash. Mr. Dumain successfully represented the City of San Jose, California against 13 of the City's broker-dealers and its outside accountants in connection with major losses in unauthorized bond trading. Mr. Dumain began his career as a law clerk to Judge Warren W. Eginton, United States District Court for the District of Connecticut 1981-1982. During the early years of his practice, he also served as an Adjunct Instructor in Legal Writing and Moot Court at Benjamin N. Cardozo School of Law.Mr. Dumain has lectured for ALI-CLE concerning accountants' liability and has prosecuted several actions against accounting firms.Judge Janet C. Hall of the District of Connecticut made the following comment in *In re Fine Host Corp. Securities Litig*., No. 97-2619 (D.Conn.): "The court also finds that the plaintiff class received excellent counseling, particularly from the Chair of the Plaintiffs' Executive Committee, Attorney Dumain." Mr. Dumain is admitted to practice in the State of New York, United States District Court for the Southern, Eastern, and Western Districts of New York, District of Colorado, and District of Connecticut, and United States Courts of Appeals for the First, Second, Third, Sixth, Seventh, and Eighth Circuits.

BLAKE HUNTER YAGMAN is an associate at Milberg attorney with a focus on representing consumers, investors, and small businesses in antitrust and consumer protection litigation. Mr. Yagman's career in the law began as an undergraduate while at the University of Miami, where he worked as a judicial intern to the Honorable Lawrence Schwartz of the Eleventh Judicial Circuit Court of the State of Florida. As a student at the University of Miami, Mr. Yagman was formatively shaped by his experience as a member of student government; he was a passionate advocate on behalf of the school's mental health programs and was twice elected Senator for his graduating class. As a member of the Senate, he passed more bills than any other Senator and Chaired the Policy and Finance Committee. As a junior, Mr. Yagman was a nominee for Vice President of the student body. Mr. Yagman received a scholarship to attend the Benjamin N. Cardozo School of Law and completed his juris doctorate with a concentration in Intellectual Property and Data Law. While in law school, he championed the rights of athletes – working on concussion litigation as an intern and writing for major publications on sports legal issues from the athlete's perspective. In 2017, Mr. Yagman spoke on behalf of collegiate athletes on a sports law symposium panel on antitrust issues pertaining to the National Collegiate Athletic Association. As an attorney, prior to joining Milberg, Mr. Yagman litigated antitrust, consumer fraud, and securities fraud cases at a national plaintiffs' class action firm based in New York City. With respect to antitrust cases, Mr. Yagman has extensive experience in food industry-based antitrust actions; including experience in price fixing cases against the tuna industry (In re Packaged Seafood Antitrust Litigation), the egg industry (In re Processed Egg Products Antitrust Litigation), and the broiler chicken industry (In re Broiler Chicken Antitrust Litigation). With respect to consumer fraud cases, Mr. Yagman has experience in technology-focused consumer actions, including working on a case brought on behalf of Apple iPhone users (In re Apple Inc. Device Performance Litigation). Mr. Yagman has

represented plaintiffs in high profile class action litigation during his time at Milberg. Examples of plaintiffs he has represented include: consumers in a class action against a sports league for refund practices during a pandemic; purchasers of gasoline at retail who allegedly paid artificially higher prices as a result of manipulation on the spot market; and investors who paid undisclosed hard-to-borrow interest fees to a stock trading platform. In 2020, Mr. Yagman was a guest lecturer at Hofstra University's law school on the topic of Indirect Purchaser Standing in Private Plaintiffs Antitrust Class Actions After the Supreme Court's Decision in Apple v. Pepper. Mr. Yagman is admitted to practice in the State of New York. His passion for economic and social justice drives his practice. He is a member of the LGBT Bar Association of Greater New York (LeGaL).

ADAM H. COHEN is an associate at Milberg. His practice focuses on data breach, pharmaceutical and consumer protection class actions, as well as false claims act litigation. Mr. Cohen has dedicated his entire legal career to protecting consumers. Prior to joining Milberg, Mr. Cohen was an Enforcement Attorney for the Consumer Financial Protection Bureau (CFPB) where he led complex investigations of large banks, financial services companies, and others for violations of federal laws and regulations across a wide range of consumer financial products. Mr. Cohen also provided expertise to bank examiners during supervisory examinations of banks and financial services companies and served on multiple Bureau-wide policy groups. Before working for the CFPB, Mr. Cohen served as an Assistant Attorney General for the New York Attorney General's (NYAG) Consumer Frauds and Protection Bureau where he investigated and litigated consumer protection actions with a focus on mortgage-related investigations and litigation. The NYAG awarded Mr. Cohen the Lefkowitz Memorial Award for Outstanding Service for his work on financial services enforcement litigation. Mr. Cohen began his legal career at Mobilization for Justice where he launched a pro bono foreclosure defense practice that helped hundreds of families remain in their home during the foreclosure crisis. Mr. Cohen graduated from the Sandra Day O'Connor College of Law at Arizona State University with Highest Honors for Pro Bono Service and obtained his B.A. from New York University *magna cum laude*. He is admitted to practice in New York, the Southern District of New York and the Eastern District of New York

J. BIRT REYNOLDS is an associate at Milberg and represents whistleblowers who bring claims under the federal False Claims Act and its state counter-parts. Since joining the firm's Qui Tam practice group, he has worked on several cases that have brought substantial recoveries to federal and state governments. Mr. Reynolds also represents plaintiffs in complex commercial litigation involving contractual, tort, and statutory claims. Before joining Milberg, Mr. Reynolds clerked for a magistrate judge in the Middle District of Florida, as well as Florida appellate and trial court judges. Mr. Reynolds earned his J.D. from Case Western Reserve University School of Law in 2004. He is admitted to practice in the state courts of Florida and New York, the United States District Courts for the Eastern and Southern Districts of New York, the Northern, Middle, and Southern Districts of Florida, and the Western District of Michigan.

Additional Notable Class Action Cases

Antitrust

In re: TFT-LCD (Flat Panel) Antitrust Litigation, No. 3:07-cv-01827, MDL No. 1827 (N.D. Cal.) (combined settlement totaling nearly $1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market) (2012).

Appliances

Ersler, et. al v. Toshiba America et. al, No. 07- 2304 (D.N.J.) (settlement of claims arising from allegedly defective television lamps) (2009).

Maytag Neptune Washing Machines (class action settlement for owners of Maytag Neptune washing machines).

Stalcup, et al. v. Thomson, Inc. (Ill. Cir. Ct.) ($100 million class settlement of clams that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio when receiving broadcast data packages that were longer than reasonably anticipated or specified) (2004).

Hurkes Harris Design Associates, Inc., et al. v. Fujitsu Computer Prods. of Am., Inc. (settlement provides $42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5" IDE hard disk drives) (2003).

Turner v. General Electric Company, No. 2:05-cv-00186 (M.D. Fla.) (national settlement of claims arising from allegedly defective refrigerators) (2006).

Automobiles

In re General Motors Corp. Speedometer Prods. Liability Litig., MDL 1896 (W.D. Wash.) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers) (2007).

Baugh v. The Goodyear Tire & Rubber Company (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program) (2002).

Lubitz v. Daimler Chrysler Corp., No. L-4883-04 (Bergen Cty. Super. Ct, NJ 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of $12 million fund; 7th largest judgment or settlement in New Jersey) (2007).

Berman et al. v. General Motors LLC, Case No. 2:18-cv-14371 (S.D. Fla.) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

Civil Rights

In re Black Farmers Discrimination Litigation, Case No. 1:08-mc-00511 (D.D.C.) ($1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans) (2013).

Bruce, et. al. v. County of Rensselaer et. al., Case No. 02-cv-0847 (N.D.N.Y.) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY) engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses) (2004).

Commercial

In re: Outer Banks Power Outage Litigation, 4:17-cv-141 (E.D.N.C) (Co-Lead Counsel; $10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage) (2018)

Construction Materials

Cordes et al v. IPEX, Inc., No. 08-cv-02220-CMA-BNB (D. Colo.) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee) (2011).

Elliott et al v. KB Home North Carolina Inc. et al 08-cv-21190 (N.C. Super. Ct. Wake County) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier)(2017)

In re: Pella Corporation Architect and Designer Series Windows Marketing, Sales Practices and Products Liability Litigation, MDL No. 2514 (D.S.C.)(class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

In re MI Windows and Doors, Inc., Products Liability Litigation, MDL No. 2333 (D.S.C) (National class action settlement for homeowners who purchased defective windows; Court-appointed Co-Lead Counsel).

In re: Atlas Roofing Corporation Chalet Shingle Products Liability Litig., MDL No. 2495 (N.D. Ga.) (class action arising from allegedly defective shingles; Court-appointed Co-Lead Counsel).

Helmer et al. v. Goodyear Tire & Rubber Co., No. 12-cv-00685-RBJ (D. Colo. 2012) (class action arising from allegedly defective radiant heating systems; Colorado class certified, 2014 WL 3353264, July 9, 2014)).

In re: Zurn Pex Plumbing Products Liability Litigation, No. o:08-md-01958, MDL No. 1958 (D. Minn.) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement) (2012).

Hobbie, et al. v. RCR Holdings II, LLC, et al., No. 10-1113 , MDL No. 2047 (E.D. La.) ($30 million settlement for remediation of 364 unit residential high-rise constructed with Chinese drywall) (2012).

In re: Chinese Manufactured Drywall Products Liability Litigation, No. 2:09-md-02047, MDL No. 2047 (E.D. La.) (litigation arising out of defective drywall) (appointed Co-Chair, Insurance Committee) (2012).

Galanti v. Goodyear Tire & Rubber Co., No. 03-209 (D.N.J. 2003) (national settlement and creation of $330 million fund for payment to owners of homes with defective radiant heating systems) (2003).

In re Synthetic Stucco Litig., Civ. Action No. 5:96-CV-287-BR(2) (E.D.N.C.) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than $50 million).

In re Synthetic Stucco (EIFS) Prods. Liability Litig., MDL No. 1132 (E.D.N.C.) (represented over 100 individuals homeowners in lawsuits against homebuilders and EIFS manufacturers).

Posey, et al. v. Dryvit Systems, Inc., Case No. 17,715-IV (Tenn. Cir. Ct) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants) (2002).

Sutton, et al. v. The Federal Materials Company, Inc., et al, No. 07-CI-00007 (Ky. Cir. Ct) (Co-Lead Counsel; $10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

Staton v. IMI South, et al. (Ky. Cir. Ct.) ((Co-Lead Counsel; class settlement for approximately $30 million for repair and purchase of houses built with defective concrete).

In re Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litigation, No. 15-cv-0018, MDL No. 2577 (D.N.J.) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

Bridget Smith v. Floor and Decor Outlets of America, Inc., No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

In re Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation MDL No. 1:15-md-2627 (E.D.Va.) (Formaldehyde case; $36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing, Sales Practices Litigation MDL No. 1:16-md-2743 (E.D.Va.) (Co-Lead Counsel; Durability case; $36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Windsor Wood Clad Window Products Liability Litigation MDL No. 2:16-md-02688 (E.D. Wis.) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

In re Allura Fiber Cement Siding Products Liability Litigation MDL No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

Environmental

Nnadili, et al. v. Chevron U.S.A., Inc, No. 02-cv-1620 (D.D.C.) ($6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station) (2008).

In re Swanson Creek Oil Spill Litigation, No. 00-1429 (D. Md.) (Lead Counsel; $2.25 million settlement of litigation arising from largest oil spill in history of State of Maryland) (2001).

Fair Labor Standards Act/Wage and Hour

Craig v. Rite Aid Corporation, Civil No. 08-2317 (M.D. Pa.) (FLSA collective action and class action settled for $20.9 million) (2013).

Stillman v. Staples, Inc., Civil No. 07-849 (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for $2.5 million; national settlement approved for $42 million) (2010).

Lew v. Pizza Hut of Maryland, Inc., Civil No. CBB-09-CV-3162 (D. Md.) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages) (2011).

Financial

Roberts v. Fleet Bank (R.I.), N.A., Civil Action No. 00-6142 (E. D. Pa.) ($4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.") (2003).

Penobscot Indian Nation et al v United States Department of Housing and Urban Development, N. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act) (2008).

Impact Fees

Town of Holly Springs, No. 17-cvs-6244, 17-cvs-6245, 18-cvs-1373 (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a $7.9 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the town) (2019).

Larry Shaheen v. City of Belmont, No. 17-cvs-394 (Gaston Co., NC) (Court appointed Class Counsel; Class action settlement with a $1.65 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the city) (2019).

Upright Builders Inc. et al. v. Town of Apex, No. 18-cvs-3720 & 18-cvs-4384, (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a $15.3 million fund for builders and developers to recover improper capacity replacement and transportation paid fees to the town) (2019).

Mayfair Partners, LLC et al. v. City of Asheville, No. 18-cvs-04870 (Buncombe County) (Court appointed Class Counsel; Class action settlement with a $1,850,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

Shenandoah Homes, LLC v. Town of Clayton, No. 19-cvs-640 (Johnston County) (Court appointed Class Counsel; Class action settlement with a $2.7 million fund for builders and developers to recover improper impact fees paid to the town) (2020).

Brookline Homes LLC v. City of Mount Holly, Gaston County file no. 19-cvs-1163 (Gaston County) (Court appointed Class Counsel; Class action settlement with a $483,468 fund for builders and developers to recover improper impact fees paid to the city) (2020).

Eastwood Construction, LLC et. al v. City of Monroe, Union County file nos. 18-CVS-2692 (Union County) (Court appointed Class Counsel; Class action settlement with a $1,750,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

Insurance

Young, et al. v. Nationwide Mut. Ins. Co, et al., No. 11-5015 (E.D. Ky.) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium payments; class certified and affirmed on appeal, 693 F.3d 532 (6th Cir., 2012); settlements with all defendants for 100% refund of taxes collected) (2014).

Nichols v. Progressive Direct Insurance Co., et al., No. 2:06cv146 (E.D. Ky.) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe Auto Insurance Company and creation of $2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of $1.75 million) (2012).

Privacy/Data Breach

In Re: U.S. Office of Personnel Management Data Security Breach Litigation, No. 15-1393 (ABJ), MDL No. 2664 (D.D.C.) (court appointed interim Liaison Counsel).

In re Google Buzz Privacy Litigation, No. 5:10-cv-00672 (N.D. Cal.) (court-appointed Lead Class Counsel; $8.5 million cy pres settlement) (2010).

In re: Dept. of Veterans Affairs (VA) Data Theft Litig., No. 1:2006-cv-00506, MDL 1796 (D.D.C.) (Co-Lead counsel representing veterans whose privacy rights had been compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a $20 million fund for affected veterans and a cy pres award for two non-profit organizations) (2009).

In re: Adobe Systems Inc. Privacy Litigation, No. 5:13-cv-05226 (N.D. Cal. 2015) (settlement requiring enhanced cyber security measures and audits) (2015).

GREG COLEMAN LAW

Helping People, Changing Lives

FIRM RESUME

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THE FIRM

Greg Coleman Law PC is an AV rated, full-service plaintiffs' law firm composed of a carefully assembled, talented group of 13 attorneys with sound judgment, exceptional skills, and broad expertise. The firm's goal is simple: provide high quality legal services with innovative and progressive approaches to the law. To this end, the firm's attorneys recognize the importance of courtroom experience at all levels and the value of a diverse legal practice. Above all else, it is our commitment to aggressively fight for the rights of our clients that sets the firm apart.

OUR ACCOLADES

PRACTICE AREAS

- Class Actions
- Consumer Protection/Consumer Rights
- ERISA Litigation
- False Advertising
- Multi-District Litigation/Mass Actions
- Federal and State Appeals
- Breach of Contract & UCC Disputes
- Business Litigation
- Chemical-Related Cancers & Diseases
- Dangerous Drugs & Medical Devices
- Fraud/Misrepresentation
- Securities Litigation
- FLSA Litigation
- Auto, Trucks & Motorcycle Accidents
- Insurance Coverage Disputes
- Medical Malpractice
- Toxic Tort

REPRESENTATIVE CASES

Adelman v. Rheem Manufacturing Company (D. Ariz.): Co-lead counsel in product defect class action.

Ajose v. Interline Brands, Inc. (M.D. Tenn.): Counsel in product defect class action.

Anderson v. Ford Motor Company (W.D. Missouri): Co-lead counsel in vehicle safety defect class action.

Berman v. General Motors (S.D. Fla.): Co-lead counsel in vehicle defect class action.

Chapman v. TriStar Products, Inc. (N.D. Ohio): Lead counsel in multistate defective product class action.

Chason v. Capital City Bank (Gadsden Cty. Cir. Ct., Fla.): Co-lead counsel in overdraft fee class action.

Clark v. Lumber Liquidators (N.D. Ga.): Co-lead counsel in product defect class action.

Curtis v. Alcoa (E.D. Tenn.): Co-lead counsel in ERISA class action.

Davis v. Westgate Planet Hollywood Las Vegas (D. Nev.): Co-lead counsel in a Fair Labor Standards Act case.

Dickerson v. York International Corporation (M.D. Penn.): Co-lead counsel in product defect class action.

Feuquay v. Teachers Credit Union (St. Joseph Cty., Cir. Ct., Ind.): Co-lead counsel in overdraft fee class action.

Floyd v. American Honda Motor Co., Inc. (C.D. Cal., 9th Circuit Court of Appeals): Co-lead counsel in vehicle safety defect class action.

Fultineer v. Lumber Liquidators (W.D. Ky.): Co-lead counsel in product defect class action.

Glenn v. Hyundai Motors America (C.D. Cal.): Co-lead counsel in vehicle safety defect class action.

Harding v. Midsouth Bank (W.D. La.): Co-lead counsel in overdraft fee class action.

Hardwick v. Fluidmaster, Inc. (D.N.H.): Co-lead counsel in product defect class action.

Hatmaker v. Consolidated Nuclear Security, LLC (E.D. Tenn.): Lead counsel in ERISA class action.

Hindsman v. General Motors (N.D. Cal.): Co-lead counsel in vehicle defect class action.

Hirst v. Skywest Airlines, Inc. (N.D. Ill., 7th Circuit Court of Appeals): Co-lead counsel in employee wage and hour class action.

Hungerman v. Fluidmaster, Inc. (W.D. Penn.): Co-lead counsel in multistate product defect class action.

Hurd v. America's Collectibles Network, Inc. (Knox Cty. Cir. Ct., Tenn.): Co-lead counsel in consumer protection and false advertising class action.

Jammal v. American Family Insurance Company (N.D. Ohio): Co-lead counsel in ERISA class action.

Jenkins v. Lawrence E. Keeble, Marcelo Pinto and Star Transportation, Inc. (Davidson Cty. Cir. Ct., Tenn.): Lead counsel in personal injury action which led to the single largest auto negligence verdict in Tennessee for 2009.

Johnson v. Direct Shopping Network, Inc. (L.A. Sup. Ct., Cal.): Co-lead counsel in consumer protection and false advertising class action.

Johnson v. Nissan North America, Inc. (N.D. Cal.): Co-lead counsel in vehicle safety defect class action.

Klug v. Watts Regulator Co. (D. Neb.): Co-lead counsel in product defect class action.

Kondash v. Kia Motors America (S.D. Ohio): Co-lead counsel in vehicle safety class action.

Krause v. MB Financial Bank (Cook Cty. Cir. Ct., Ill.): Co-lead counsel in overdraft fee class action.

Lewis v. Allegheny Ludlum Corp. (W.D. Penn.): Co-lead counsel in ERISA class action.

Lowther v. AK Steel (S.D. Ohio): Co-lead counsel in ERISA class action.

Meadow v. NIBCO, Inc. (M.D. Tenn.): Counsel in product defect class action.

Meek v. Skywest Airlines, Inc. (N.D. Cal.): Co-lead counsel in employee wage and hour class action.

Merkner v. AK Steel (S.D. Ohio): Co-lead counsel in ERISA class action.

Michelhaugh v. Consolidated Nuclear Security, LLC (Anderson County Tenn. Cir. Ct.): Lead counsel in breach of contract class action.

Moreno v. Toyota Motor Sales (C.D. Cal.): Co-lead counsel in vehicle safety defect class action.

Mull v. Glacier Bank (Lincoln Cty. Cir. Ct., Mont.): Co-lead counsel in overdraft fee class action.

Muzingo v. Bank of the Ozarks (Pulaski Cty. Cir. Ct., Ark.): Co-lead counsel in overdraft fee class action.

O'Keefe v. Pick Five Imports, Inc. (M.D. Fla.): Co-Lead counsel in defective product class action.

Price v. L'Oreal USA Inc. (S.D. N.Y.): Co-lead counsel in false advertising class action.

Roberts v. Electrolux Home Products, Inc. (C.D. Cal.): Co-lead counsel in multistate safety defect class action.

Rysewyk v. Sears Holding Corporation (N.D. Ill.): Co-lead counsel in product defect class action.

Samuel v. Chrysler Group LLC (C.D. Cal.): Co-lead counsel in multistate vehicle safety defect class action.

Sanborn v. Nissan North America, Inc. (S.D. Fla.): Co-lead counsel in vehicle safety defect class action.

Sanchez v. General Motors (N.D. Ill.): Co-lead counsel in vehicle defect class action.

Satterfield v. Alcoa, Inc., 266 S.W. 3d 347 (Tenn. 2008): Co-lead counsel in Tennessee Supreme Court case in which the Supreme Court ruled that a duty is owed by Alcoa to a nonemployee household member as it relates to the household member's contraction of mesothelioma.

Stedman v. Mazda Motor Corp. (C.D. Cal.): Co-lead counsel in multistate vehicle safety defect class action.

Swift v. QNB Bank (Bucks Cty Cir. Ct., Penn.): Co-lead counsel in overdraft fee class action.

Tanasi v. New Alliance Bank (W.D.N.Y.): Co-lead counsel in overdraft fee class action.

Tapp v. Skywest Airlines, Inc. (N.D. Ill.): Co-lead counsel in employee wage and hour class action.

Vickery v. Lumber Liquidators (E.D. Tenn.): Co-lead counsel in product defect class action.

Watson v. Westgate Resorts, Inc. (E.D. Tenn.): Co-lead counsel in a Fair Labor Standards Act case.

West v. East Tennessee Pioneer Oil Co. (Tenn.): A Tennessee Supreme Court case in which the Court ruled a convenience store had a legal duty to the plaintiffs for selling gas to an obviously intoxicated driver.

White v. Nutribullet, LLC (C.D. Cal.): Lead counsel in product defect class action.

Williams v. FCA US LLC (W.D. Missouri): Co-lead counsel in vehicle safety defect class action.

Gregory F. Coleman | Founder and Managing Partner

Greg Coleman is the Founder and Managing Partner of Greg Coleman Law PC with 30 years of trial and appellate experience. Greg received his B.A. with highest honors and distinction from Jacksonville State University in 1986. He attended The University of Tennessee College of Law, graduating in 1989. In addition to distinguishing himself academically, Greg was a member of the National Trial Moot Court Team, was the recipient of the American Jurisprudence Award for National Trial Team and was listed in Who's Who Among Rising Young Americans. In addition, the College of Law bestowed upon Greg the honor of inclusion into the National Order of Barristers for outstanding oral advocacy and trial skills.

Greg's practice focuses on class actions, products liability, medical malpractice, personal injury, complex multi-district litigation, toxic torts, premises liability, ERISA, ERISA class actions, drug and medical device litigation, and workers' compensation.

He was co-lead counsel in a defective products case against Electrolux in which he and co-counsel successfully obtained a settlement on behalf of a class of more than one million members regarding defectively manufactured dryers. The settlement resulted in an expected utilization settlement value of over $35 million.

Greg was co-lead counsel in a series of automobile defect class actions against General Motors in Florida, Illinois, and California, in which he and co-counsel successfully obtained a $42 million settlement on behalf of a class of 1.6 million consumers regarding excessive oil consumption.

He was lead trial counsel in an ERISA class action against AK Steel Corporation in which he successfully obtained a $178.6 million settlement on behalf of a class of over 3,000 retirees of AK Steel's Butler Works Plant in Pennsylvania in 2011. Excerpts from the final approval hearing before Judge Black:

"[T]he class has been enormously well represented by the attorneys in this case. I started with the observation that this was a historic moment. I genuinely believe that.

"The plaintiffs and the members of the class have been enormously well represented by counsel."

"[T]here is no doubt that the settlements herein represent excellent result for the class members and obviate all risk of continued litigation."

"[T]he Court finds that the hourly and salaried settlements represent excellent result for the class members and provides them with a substantial benefit."

"I reach the conclusion based on acknowledging the extraordinary benefit achieved for the class, the high level of value of these plaintiffs' counsel's services. The lawyers here are excellent, highly regarded, and their service has brought great value to the class."

"I acknowledge this was a complex and demanding case involving a great deal of work and that the end result occurred largely, if not fully, attributable to the diligence, determination, hard work of plaintiffs' counsel, who were vigorously contested, as the company was represented by extraordinary lawyers.

Judge Timothy S. Black, U.S.D.C. S.D. Ohio.

Greg was also lead trial counsel in an ERISA class action case against AK Steel Corporation in which he successfully obtained a $15.8 million settlement on behalf of a class of over 250 retirees of AK Steel's Zanesville Works Plant in Ohio in 2012.

He was lead counsel in a week-long trucking accident trial in which he obtained the largest negligence verdict in the state of Tennessee for 2009. *Jenkins v. Keeble*, Davidson County.

Greg Coleman has been and is currently involved in complex product liability and drug product liability litigation and has tried more than one hundred jury trials and countless other bench trials during his career. He has tried jury trials throughout the country and has been admitted *pro hac vice* in complex matters nationwide, including a six-week long jury trial in Sacramento, California, for which he was lead counsel.

Greg is admitted to practice in the following courts:

- State Courts of Tennessee
- Tennessee Supreme Court
- United States Supreme Court
- United States District Court, Eastern District of Tennessee
- United States District Court, Middle District of Tennessee
- United States District Court, Western District of Tennessee
- United States District Court, District of Colorado
- United States District Court, Central District of Illinois
- United States District Court, Northern District of Illinois
- United States District Court, Southern District of Illinois
- United States District Court, Southern District of Indiana
- United States District Court, Eastern District of Michigan
- United States District Court, Eastern District of Missouri
- United States District Court, District of Nebraska
- United States District Court, Western District of New York
- United States District Court, Eastern District of Wisconsin
- United States Court of Appeals for the Second Circuit
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Fifth Circuit
- United States Court of Appeals for the Sixth Circuit
- United States Court of Appeals for the Seventh Circuit
- United States Court of Appeals for the Ninth Circuit
- United States Court of Federal Claims

He is certified as a Civil Trial Advocacy Specialist and as a Civil Pretrial Advocacy Specialist by the National Board of Trial Advocacy. Greg is a member of the American Bar Association, Tennessee Bar Association, and is also a member of the Knoxville Bar Association.

Greg is listed in Best Lawyers in America in two separate categories and has been named one of the Top 100 Trial Lawyers by the American Trial Lawyers Association. He was named as Best Lawyers of America Lawyer of the Year in Products Liability and was also named by the U.S. News and World Report as one of the best lawyers and law firms in the country. Additionally, Greg has been recognized as one of Knoxville's Top Attorneys in eight separate categories. Greg Coleman Law is and has been ranked among the "Best Law Firms" by *U.S. News & World Report* and *Best Lawyer*. Greg Coleman Law also received the 2014 and 2015 Litigator Awards from the Trial Lawyers Board of Regents.

Greg is proud to have been recognized by his colleagues through nomination to the Martindale-Hubbell Bar Register of Preeminent Lawyers which includes only those select law practices that have earned the highest rating in the Martindale-Hubbell Law Directory and have been designated by their colleagues as preeminent in their field. He is AV rated by the Martindale Hubble Legal Rating System Judicial Edition and Peer Review Edition, and is a Charter

Member and Senior Fellow of the Litigation Counsel of America, "a trial lawyer honorary society established to reflect the new face of the American Bar with limited membership representing less than one-half of one percent of American lawyers and is by invitation only." He is a Mid-South Super Lawyer representing the top five percent of Arkansas, Mississippi, and Tennessee attorneys. Greg is a lifetime member of the prestigious Multi-Million Dollar Advocates Forum, an organization whose members are limited to attorneys who have won multi-million dollar verdicts and settlements. He is a Charter member of the Knoxville Chapter of the American Inns of Court and a member of the American Association for Justice and Public Justice. Greg has been featured in Newsweek Magazine in their Showcase of Nationwide Top Attorneys.

Greg has served as a guest lecturer and speaker on Advanced Trial Advocacy and at national seminars, including those sponsored by the Tennessee Bar Association, the National Business Institute, and Mass Torts Made Perfect. He has lectured extensively for many years on topics such as advanced trial tactics and strategy and complex litigation matters. He has authored published materials regarding advanced trial strategy, ethics seminars, as well as numerous other publications for CLE seminars at which he has lectured.

Greg has been actively involved in civil and charitable activities, having served for many years on the Executive Board of Trustees for the Baptist Health System, including the Baptist Hospital of East Tennessee and related entities, and has been involved in many legal aid and pro bono projects in the Knoxville area. Greg and his firm are donors to the annual Mission of Hope Christmas Barrel drive providing warm coats for the children of rural Appalachia. In support of the Knoxville Academy of Medicine and Knoxville Academy of Medicine Alliance's Conversation Ready Project, Greg performed at the "A Little More Conversation" event. The Conversation Ready Project is a program of the Knoxville Academy of Medicine Foundation and was formed to ensure that everyone's end-of-life wishes are expressed and respected.

Reported Cases:

West v. East Tennessee Pioneer Oil Co., 172 S.W. 3d 545 (Tenn. 2005), which is a Tennessee Supreme Court case in which the Supreme Court ruled a convenience store had a legal duty to the plaintiffs Gary West and Michelle Richardson (Greg's clients) for selling gas to an obviously intoxicated driver, who then had an accident with Gary West and Michelle Richardson on the roadway. This case was the first case to find that a convenience store had a legal duty to a driver on the roadway (Gary West and Michelle Richardson) for selling gas to an obviously intoxicated driver who then had an accident with Greg's clients.

Satterfield v. Alcoa, Inc., 266 S.W. 3d 347 (Tenn. 2008), which is a Tennessee Supreme Court case in which the Supreme Court ruled that a duty is owed by Alcoa to a nonemployee household member as it relates to the household members contraction of mesothelioma.

Merkner v. AK Steel, 2010 U.S. Dist. LEXIS 12742, 48 BNA 1923.

Lowther v. AK Steel, 2012 U.S. Dist. LEXIS 181476, 54 BNA 1931.

Adam A. Edwards | Senior Attorney

Adam Edwards is a Senior Attorney at Greg Coleman Law, and acts as the lead attorney on many of the firm's serious personal injury cases. He also serves as a primary litigator on many of the firm's class action, multi-district litigation, and defective product cases.

He attended The University of Tennessee where he received his undergraduate degree in political science and served as a field office intern for United States Senator and former Senate Majority Leader, Dr. Bill Frist.

After graduating from UT, Mr. Edwards was accepted into the Juris Doctor program at the Washburn University School of Law where he was awarded an academic merit scholarship after his first year of coursework. While at Washburn, Adam excelled in oral advocacy and was selected as the President of the Moot Court Counsel on Oral Advocacy. He was also selected as a member of the Order of Barristers. He received his JD after graduating with Dean's Honors in 2000.

Adam's formal legal career started when he accepted a position as an Attorney at Husch Blackwell (formerly Blackwell Sanders) in Kansas City, Missouri in 2000. During the first four years of his legal career, Mr. Edwards successfully defended a number of well-known insurance companies and corporations in a wide range of litigation matters.

Today, Mr. Edwards utilizes his extensive trial experience and diverse background to advocate for personal injury victims and consumers who have suffered damages resulting from dangerous and defective products.

Mr. Edwards was selected by fellow members of the Knoxville Bar as a "Top Attorney" in CITYVIEW Magazine's annual Top Attorney's issue. He was selected as a Top Attorney for a second time in 2010. In 2017, Mr. Edwards was named one of the Top 100 Trial Lawyers by the American Trial Lawyers Association. He was also selected for membership into the Million Dollar Advocates Forum, an honor reserved for trial lawyers who have secured a settlement or verdict in excess of one million dollars.

Practice Areas: Class Actions, Consumer Protection/Consumer Rights, Motor Vehicle Accident Litigation, Multi District Litigation, Business Litigation, Medical Malpractice, Workers' Compensation, Nursing Home Neglect, Personal Injury, Product Liability, Wrongful Death

Mark E. Silvey | Senior Attorney

Mark E. Silvey is a Senior Attorney at Greg Coleman Law, and focuses primarily on the firm's complex litigation and class action cases. Mark is a native of Knoxville, Tennessee growing up in the Halls community, with family ties going back several generations. Mark's grandfather, Adrian Burnett, served on the Knox County School Board for a number of years. Mark received a bachelor's degree in history from the University of Tennessee in 1984, concentrating in the study of medieval Japan and the early 20th century in the United States. He was an invited participant in the Honors History program in 1983. He also served on the Dean's Student Advisory Council for the College of Arts and Sciences.

Mark received his law degree in 1988 from the University of Tennessee. A member of the National Trial Team, he received recognition as an Outstanding Clinic Student for the Spring 1988 semester.

Offered an opportunity to relocate to Atlanta, Georgia, in 1997 Mark became an in-house attorney for State Farm Mutual Automobile Insurance Company. Staying in-house, but moving to Travelers Indemnity Company in 2001 in Atlanta, Mark returned home to Knoxville in 2006 to open a new in-house counsel office for Travelers. Mark returned to private practice with Greg Coleman Law PC in 2010.

Mark's 31-year litigation career highlights includes more than 100 jury trials, more than 100 bench trials, and many appellate cases. An active musician with wide ranging interests, Mark currently acts as the legal advisor to TheMarchingRoundtable.com and The Marching Roundtable Judges Academy.

Practice Areas: Class Actions, Consumer Protection/Consumer Rights, Multi District Litigation, Business Litigation, Product Liability, ERISA, Employment Law, Motor Vehicle Accident Litigation, Wrongful Death

Rachel Soffin | Senior Attorney

Rachel Soffin is a Senior Attorney at Greg Coleman Law and focuses on consumer class action litigation. She has spent the majority of her career prosecuting class action cases, including state and federal class actions involving product manufacturers and retailers, deceptive trade practices, privacy violations, and insurance and banking disputes. Prior to joining Greg Coleman Law, Rachel worked in the area of consumer class actions in Morgan & Morgan's Tampa office. Prior to her time at Morgan & Morgan, Rachel served as in-house counsel for one of Florida's largest employee leasing companies.

Rachel obtained her undergraduate degree in Finance, with honors, from The Florida State University. While in college, she worked at the Florida Legislature, where she worked closely with government leaders. Rachel earned her law degree from Stetson University College of Law, cum laude, where she served as a Digest Writer on the Stetson Law Review and was published multiple times in that capacity.

Rachel is admitted to practice in the state courts of Florida and Georgia, and in the United States District Court for the Middle District of Florida, the United States District Court for the Southern District of Florida, the United States District Court for the Northern District of Georgia, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Eleventh Judicial Circuit.

Ms. Soffin has been designated by *Super Lawyers* as a Florida Rising Star (2011-2013), and as a Florida Super Lawyer (2014-2018) in the fields of Class Actions/Mass Torts.

Practice Areas: Class Actions, Consumer Protection, Mass Torts

Arthur Stock | Senior Attorney

Arthur Stock joined Greg Coleman Law as a Senior Attorney in 2019. Previously, he had been a shareholder at Berger Montague in Philadelphia, Pennsylvania for over 20 years. Throughout his career, he has represented plaintiffs in commercial, financial, securities, and consumer class actions. He has also represented whistleblowers in *qui tam* actions in federal courts, and in administrative proceedings before the U.S. Securities and Exchange Commission, the Internal Revenue Service, and the United States Tax Court.

Mr. Stock was a principal litigator in numerous class actions, including: *Merrill Lynch Inc. Securities Litigation,* which resulted in a $475 million settlement on behalf of investors in Merrill Lynch securities; *Lee v. Enterprise Leasing Co.,* in which class members recovered 80% of alleged damages from allegedly illegal charges regarding Nevada airport car rentals; and *Vasco v. PHRG*, an action brought under the Telephone Consumer Protection Act, in which class members recovered $5.2 million from a business that allegedly placed telemarketing calls to consumers without prior express consent.

Before entering private practice, Mr. Stock served as a Law Clerk to the Honorable Jackson L. Kiser, United States District Court of the Western District of Virginia.

Representative reported decisions:

Richardson v. Verde Energy USA, Inc., 354 F.Supp.3d 639 (E.D. Pa. 2018), and 2016 WL 7380708 (E.D. Pa. Dec. 19, 2016), (sustaining complaint and partially denying summary judgment in TCPA class action).

South Peninsula Hospital v. Xerox State Healthcare LLC, 223 F.Supp.3d 929 (D. Alaska 2016) (sustaining complaint in class action brought on behalf of healthcare providers in Alaska for improper delays and denials of Medicaid reimbursement caused by allegedly defective software).

Vasco v. PHRG, 2016 WL 5930876 (E.D. Pa. Oct. 12, 2016) (approving consumer class settlement).

Lee v. Enterprise Leasing Co.-West, 2015 WL 2345540 (D. Nev. May 15, 2015), and 300 F.R.D. 466 (D. Nev. 2014), and 30 F.Supp.3d 1002 (D. Nev. 2014) (granting plaintiffs' motions for summary judgment, class certification, and approval of settlement, in consumer class action alleging overcharges on airport car rentals).

In re Clarus Corp. Securities Litigation, 201 F.Supp.2d 1244 (N.D. Ga. 2002) (sustaining complaint in securities fraud class action).

Publications:

"Theory v. Practice: A Comment on Orin Kerr's 'A Theory of Law'," 16 Green Bag 2d 224 (Winter, 2013)

"Make Way for Lawsuits," 11th Annual NERA Finance, Law & Economics Securities Litigation Conference

Education:

Yale University, B.A. with distinction in economics
Two majors: economics and philosophy

Duke University School of Law, J.D. with high honors
Articles Editor, *Duke Law Journal*
Order of the Coif

Admissions:

State Courts of Pennsylvania
State Courts of North Carolina
Pennsylvania Supreme Court
United States District Court of the Eastern District of Pennsylvania
United States Court of Appeals for the Seventh Circuit
United States Court of Appeals for the Ninth Circuit
United States Tax Court

Practice Areas: Class Actions, Complex Litigation, Fair Labor Practices, Consumer Protection, Consumer Rights

Martha Geer | Senior Attorney

Martha Geer has a combination of experience that few attorneys possess and clients find invaluable. She has practiced for more than two decades as a respected litigator and appellate advocate, and served for more than 13 years as a rarely-reversed appellate judge. As a trial lawyer and board-certified appellate specialist, Judge Geer is known for obtaining cutting-edge and precedent-setting victories in both class actions and individual cases in a diverse set of practice areas, including consumer protection, securities, ERISA, environmental, labor and employment law, antitrust and trade regulation, contingent commercial litigation, and civil rights litigation.

Judge Geer received her B.A. summa cum laude from Bryn Mawr College and her J.D. with high honors from the University of North Carolina Schoo l of Law where she was a Morehead Fellow (a merit-based full scholarship), and served as Managing Editor of the North Carolina Law Review.

After law school, Judge Geer joined Paul Weiss, one of the top law firms in the country, where she represented corporate clients in class actions, shareholder litigation, and commercial disputes. Subsequently, she was a partner with two leading North Carolina plaintiffs' firms (a founding member of the second firm), and represented plaintiffs in a wide range of complex civil litigation, including class actions and individual cases.

She was first elected to the North Carolina Court of Appeals in 2002. In 2010, because of her reputation as a fair and impartial judge, she garnered strong bipartisan support resulting in her winning re-election by a 20-point margin. During her tenure, Judge Geer heard more than 3,800 appeals, authored more than 1,350 opinions, and had her opinions reversed less than 2% of the time. She left the Court of Appeals to become a partner at Cohen Milstein Sellers & Toll LLP, a leading plaintiffs' class action firm, and founded its Raleigh office. In 2019, she joined Greg Coleman Law as a Senior Attorney.

Judge Geer is a highly sought-after teacher of continuing education programs for both judges and lawyers. As a trial and appellate lawyer, she has been regularly recognized in The Best Lawyers in America, most recently (2018, 2019, and 2020 eds.) in the areas of appellate practice and mass tort/class actions. Prior to joining the bench, she was selected by Business North Carolina as one of North Carolina's "Legal Elite."

Alex R. Straus | Senior Attorney

Alex R. Straus was born and raised in New York, NY. Alex is currently licensed to practice law in California, Massachusetts, New York, Rhode Island, and South Carolina. For more than a decade, Alex has represented consumers, labor unions, and municipalities throughout the United States in practice areas ranging from complex tort and personal injury to antitrust and securities litigation. Prior to joining Greg Coleman Law, Alex spent the majority of his legal career as a litigation attorney with Motley Rice LLC after a long career as an investigative journalist and author. In 2013, Alex authored an *amicus curiae* brief filed in the United States Supreme Court in support of a shipyard worker who died as a result of asbestos exposure.

An avid writer, Alex co-authored with legendary trial lawyer, Ron Motley, a chapter in the book *Pathology of Asbestos-Related Diseases*, which was published in 2014. Alex has also authored two books, *Medical Marvels: The 100 Most Important Medical Advances* (Prometheus Books, 2006) and *Guerrilla Golf: The Complete Guide to Playing Golf on Mountains, Pastures, City Streets and Everywhere But the Course* (Rodale Press, 2006). The author of more than 100 nationally published feature-length articles, Alex won the New York Press Association Best Sports Feature award in 1999.

As a law student at Roger Williams University School of Law, Alex was the 2009 recipient of the Kathleen Brit Memorial Prize for Alternative Dispute Resolution and served as law clerk for the New England Patriots, working with the team's General Counsel on real estate acquisitions, environmental compliance, and collective bargaining issues. Alex attended Rollins College in Winter Park, Florida and Columbia University's School of International and Public Affairs in New York, New York.

Publications:

- "Pathology of Asbestos-Related Diseases" (2013)
- "Medical Marvels: The 100 Most Important Medical Advances" (Prometheus Books, 2006)
- "Guerrilla Golf: The Complete Guide to Playing Golf on Mountains, Pastures, City Streets and Everywhere But the Course" (Rodale Press, 2006)

Education:

- Rollins College in Winter Park, Florida
- Columbia University's School of International and Public Affairs in New York, New York
- Roger Williams University School of Law

- 2009 recipient of the Kathleen Brit Memorial Prize for Alternative Dispute Resolution

Admissions:

- State Courts of California
- State Court of Massachusetts
- State Court of New York
- State Court of Rhode Island
- State Court of South Carolina

Alex serves as an Executive Board Member of the Gary Forbes Foundation, a nonprofit organization that advocates for diabetes research and education. Active in his community, he has worked with Volunteer of America's Operation Backpack, an organization that provides school supplies to more than 7,000 homeless children in New York City.

Jonathan Cohen | Senior Attorney

Jonathan Cohen is a Senior Attorney at Greg Coleman Law and focuses on consumer class action litigation. Jonathan has spent his entire legal career prosecuting class actions, including state and federal consumer class actions against banks, mortgage companies, debt collectors, retailers, and insurance companies alleging violations of the Florida Deceptive and Unfair Trade Practices Act, the Telephone Consumer Protection Act, the Fair Credit Reporting Act, and the forced placement of insurance. He has also prosecuted class actions involving data breaches, defective products, deceptive products, breaches of contract, employment discrimination, and illegal taxation. Jonathan also served as counsel for the court-appointed receiver in the Ponzi scheme-related matter of *Wiand v. Wells Fargo Bank, et al.*, Case No. 8:12-cv-557-T-27EAJ (M.D. Fla.). Prior to joining Greg Coleman Law, Jonathan was a partner in Morgan & Morgan's Complex Litigation Group in Tampa, Florida. Prior to his time at Morgan & Morgan, Jonathan was a partner at James, Hoyer, Newcomer & Smiljanich, P.A., a firm specializing in the prosecution of nationwide consumer class actions and whistleblower (qui tam) actions.

Jonathan was born in Albany, New York and raised in Nashville, Tennessee. He attended Indiana University and graduated in 1996 with a Bachelor of Arts degree in Journalism. Following a career in marketing and advertising in Chicago, Jonathan relocated to St. Petersburg, Florida, where he attended Stetson University College of Law and earned his Juris Doctor degree in 2005. During his tenure at Stetson, Jonathan was an intern for the State Attorney's Office (Economic Crimes Unit), Thirteenth Judicial Circuit, Hillsborough County, and for the Honorable David A. Demers, Sixth Judicial Circuit of Florida.

Jonathan is admitted to practice in the state courts of Florida, and in the U.S. District Court for the Middle District of Florida, U.S. District Court for the Southern District of Florida, U.S. District Court for the Northern District of Illinois, U.S. District Court for the Western District of Wisconsin, U.S. District Court for the District of Colorado, and U.S. Courts of Appeals for the First, Fifth, and Eleventh Circuits.

Practice Areas: Class Actions, Consumer Protection, Mass Torts

Class Counsel Appointments:

Mr. Cohen has been appointed class counsel by courts in the following representative cases:

- Black-Brown v. Terminix Int'l Co. Ltd. Partnership, Case No. 16-cv-23607 (S.D. Fla.)
- Preman v. Pollo Operations, Inc., Case No. 16-cv-00443 (M.D. Fla.)
- Zyburo v. NCSPlus, Inc., Case No. 12-Cv-6677 (S.D.N.Y.)
- Swift v. Bank of America Corp., et al., No. 14-cv-01539 (M.D. Fla.)
- Ownby v. Citrus County, Florida, Case No. 2004-CA-1840 (Fla. 5th Cir., Citrus County)

Justin G. Day | Senior Associate

A native East Tennessean, Justin graduated with a bachelor's degree in honors philosophy and political science from the University of Tennessee, where he was awarded the Davis Scholarship and named the top graduate in his major. Justin then attended law school at the University of Tennessee College of Law, where he was a Green Scholar, president of the Christian Legal Society, and one of the first-ever recipients of the Jerry P. Black Jr. Student Clinic Attorney Award.

Before joining Greg Coleman Law, Justin practiced family law, juvenile law, and criminal law in Morristown, Tennessee.

Since joining the firm, Justin has been actively involved in a number of the firm's practice areas, including the firm's personal injury, consumer protection, and mass tort areas.

Active in his local community, Justin is a member of Fellowship Church of Knoxville and volunteers in its children's ministry. In his spare time, Justin can usually be found exercising, reading at a local coffee shop, or playing golf.

William A. Ladnier | Associate

Will Ladnier grew up in Nashville, Tennessee. A lifelong Vols fan, he then moved to Knoxville to attend the University of Tennessee, where he graduated *summa cum laude* with degrees in Classics, History, and Political Science.

After obtaining his undergraduate degree, Will attended William and Mary Law School in Williamsburg, Virginia. While there, he was heavily involved as a competing member of the National Trial Team and as Articles Editor for the *William & Mary Law Review*. Before graduating *cum laude*, he also worked with a number of judges in Virginia, including Justice LeRoy F. Millette on the Supreme Court of Virginia.

Following law school, Will returned to Knoxville and clerked with Chief Justice Sharon G. Lee on the Tennessee Supreme Court. He then accepted a position with Arnett, Draper & Hagood, focusing on insurance defense and medical malpractice and healthcare liability defense, representing the largest hospital association in the region.

Will joined Greg Coleman Law in 2018, shifting his practice to representing plaintiffs. He primarily practices in the areas of complex litigation and class action cases. Will is admitted to practice in Tennessee in both state and federal court in the Eastern District, and he is also a member of the Knoxville and Tennessee Bar Associations.

When not working, Will enjoys spending time with his wife, son, and dog, and if it's a weekend, you'll find him watching Vols and Titans football.

Practice Areas: Class Actions, Complex Litigation, Fair Labor Practices, Consumer Protection, Consumer Rights, Multi District Litigation, Product Liability

Ryan P. McMillan | Associate

Ryan is a native of East Tennessee and grew up in Oak Ridge. There he was active in the Boy Scouts and competitive rowing. He attended the University of Mary Washington in Fredericksburg, Virginia, where he received his Bachelor's Degree, cum laude, in History.

Ryan returned to Tennessee in 2006 and later went to law school at the University of Tennessee, where he focused primarily on employment law. While in law school he clerked for the United States Department of Energy and London and Amburn, P.C. He also was a staff editor for the Tennessee Journal of Law and Policy and received the Patrick L. Hardin Award for Excellence in Employment and Labor Law.

After law school, Ryan worked at Dale Buchanan and Associates for many years where he represented thousands of disabled clients.

In 2019, Ryan joined Greg Coleman Law to continue his work in representing plaintiffs, primarily in class action and complex litigation matters.

Ryan lives in Alcoa with his wife and son. In his free time, Ryan enjoys hiking in the Smokies, spending time with his family, and traveling.

Practice Areas: Class Actions, Complex Litigation, ERISA, Disability Law

Louis W. Ringger, III (Billy) | Associate

Billy Ringger joined Greg Coleman Law in 2019, bringing extensive experience in the areas of complex civil litigation and appellate practice. Before joining the firm, Mr. Ringger practiced with the Knoxville law firm, Butler, Vines & Babb, PLLC, where he built a strong reputation as a successful litigator and a skilled advocate. Mr. Ringger now represents plaintiffs in a wide range of complex civil matters, including medical malpractice, toxic exposure, environmental damage litigation, civil rights actions, and whistleblower suits.

The son of a lawyer, Mr. Ringger is originally from Parsons, Tennessee, a small West Tennessee town near the Tennessee River. He moved to Knoxville in 2002 to attend the University of Tennessee as an undergraduate and quickly fell in love with the area. He later attended UT law school, where he was recognized for his skills in advocacy, receiving the Ogden and Sullivan Moot Court Brief Writing Award and the Susan B. Devitt National Moot Court Award for Written and Oral Advocacy.

After law school, Mr. Ringger served as judicial law clerk to then Chief Justice Sharon Lee of the Tennessee Supreme Court. He remained in this role for nearly two-and-a-half years, serving as Chief of Staff to the Chief Justice for much of that time. Through this experience, Mr. Ringger gained extensive knowledge of current and emerging Tennessee law and unique insight into the Tennessee judicial process.

Mr. Ringger is licensed to practice law in all state and federal courts in Tennessee and the United States Court of Appeals for the Sixth Circuit. He is a member of the Knoxville and Tennessee Bar Associations, and the Tennessee Trial Lawyers Association. He currently serves on the executive committee of the TBA Tort and Insurance Law section, and as Secretary of the KBA Professionalism Committee. Outside of his practice, Mr. Ringger enjoys spending time with his family and hiking in the East Tennessee mountains.

Practice Areas: General Civil Litigation, Personal Injury, Medical Malpractice, Toxic Torts, Civil Rights, Whistleblower Actions

CONTACT US

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Louis W. Ringger, III (Billy)	billy@gregcolemanlaw.com	865-217-2700
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WHITFIELD BRYSON LLP

ATTORNEYS AT LAW

FIRM RESUME

FIRM PROFILE

With offices located in Raleigh, North Carolina; Madisonville, Kentucky; Nashville, Tennessee; Charleston, South Carolina; and Los Angeles, California, Whitfield Bryson LLP is dedicated to representing plaintiffs in class actions, mass torts, and individual actions in courts throughout the United States. Founded in January 2012, the firm was created by a merger of three firms with decades of experience representing plaintiffs in complex litigation. Whitfield Bryson LLP has since expanded, litigating consumer fraud domestically and internationally.

FIRM RESUME
Attorney Profiles

John C. Whitfield
Founding Partner

For over 38 years, John has been one of the premier trial attorneys in Kentucky and Tennessee. He has represented numerous injured parties in the Commonwealth of Kentucky, Tennessee, and throughout the southeastern United States. He has concentrated primarily on complex civil litigation cases, and over his career has brought to settlement or judgment over 45 cases in excess of a million dollars each. John is certified as a civil trial specialist by the National Board of Trial Advocacy and has represented individuals in all walks of life against negligent workplace practices, reckless physicians, predatory businesses, and inattentive truck and automobile drivers among many others. John has an additional concentration in the Nashville, Tennessee area of representing motorcyclists who have been injured through no fault of their own.

John graduated with distinction from the University of Kentucky in1989, and then attended law school at the university, obtaining his J.D. in 1982. Throughout his career, John has represented scores of individuals who have been the victims of medical negligence, defective drugs, and medical devices, obtaining verdicts and settlements in both state and federal courts. He has handled cases for landowners victim to fraudulent mine royalty practices, for subsidence caused by coal mining, for homeowners whose homes and business contained defective concrete, and for Kentucky residents who were overcharged for premium insurance taxes.

John is a frequent lecturer of litigation subjects with the Kentucky Justice Association and American Association for Justice and has been recognized as a Kentucky Super Lawyer multiple times. He is AV rated by the Martindale-Hubbell rating service.

Daniel K. Bryson
Founding Partner

Dan is a founding partner of the firm and is one of the nation's most respected and experienced attorneys in the country in the area of consumer class actions and mass torts. Dan also has significant experience working with attorneys, funders and other partners on international litigation projects in the Courts in Amsterdam, the United Kingdom, Belgium, France, Spain and Portugal, among others.

For over 32 years, Dan has handled hundreds of insurance related disputes, including first party bad faith insurance cases, and business interruption cases. Dan has written and taught numerous continuing legal education courses on a variety of insurance related topics. Dan and members of his firm are well equipped and dedicated to handling these cases on behalf of all entities who have had improperly denied claims.

Dan is a frequent lecturer and writer on a variety of consumer class action, insurance, and mass tort related disputes. He has been quoted by a variety of media outlets over the years including the Wall Street Journal, Washington Post, New York Times, Law360 and Lawyers Weekly to name a few. He has been named as a member of the Legal Elite and Super Lawyers in North Carolina on numerous occasions. He has been awarded the designation of one of the Top 25 lawyers in Raleigh by Charlotte Magazine for a number of years including 2020.

Dan is on the Executive Board and Vice-President of the Public Justice Foundation Board. Public Justice is a nationwide public interest law firm. See www.publicjustice.net for more information about this great organization. Dan is also an adjunct professor at Campbell Law School in Raleigh, NC where he teaches "Introduction to Class Actions and Multi-district litigation." Dan is also the current Board Chair of Theatre Raleigh and enjoys running, playing the guitar, and golf in his free time.

Each year, Dan and members of his firm run a marathon. Last year, they ran in the St. George Marathon in St. George Utah. In 2018, they ran in the New York Marathon.

Scott C. Harris
Managing Partner

Scott's practice is focused on fighting for individuals and homeowners in complex litigation, including construction defect, mass tort, product liability, and wrongful death litigation. Scott has played a key role in securing substantial verdicts and settlements in a variety of cases, including a multi-million dollar verdict in favor of homeowners for a developer's unfair and deceptive advertising and shoddy road construction, a legal malpractice case, and several defective condominium construction cases.

Scott earned his law degree from Wake Forest University School of Law in 2006 and his Bachelor of Arts from Hampden-Sydney College, in 2001. While at Hampden-Sydney College, Scott was Chairman of the Honor Committee and a member of the national leadership honor Society, Omicron Delta Kappa. Scott was named to the *Super Lawyers' Rising Stars* list as one of the top up-and-coming attorneys in North Carolina for 2010 and 2012-2018 and selected for inclusion in *Business North Carolina* Legal Elite for 2013.

Matthew E. Lee
Partner

For the last 10 years, Matt has focused his practice on fighting for consumers in complex litigation. Matt has been recognized for his leadership on class actions and product liability matters. Since 2012, he has been regularly selected to *Super Lawyers* as a top-rated attorney in

"Class Action & Mass Torts" practice area and written for a national publication on product liability cases. Matt is a frequent author and lecturer on product liability, construction, and insurance topics in North Carolina. Matt takes great pride in being part of a firm that stands shoulder to shoulder with its clients against some of the largest corporations in the world.

Matt handles complex litigation, primarily construction defect, product liability, business disputes, and wrongful death cases, and has secured substantial verdicts and settlements in a variety of matters, including multi-million dollar verdicts for homeowners associations in construction defect litigation and large settlements in class actions, product liability, and employment cases.

Matt is a graduate of Leadership Raleigh 25 with the Greater Raleigh Chamber of Commerce and co-chair of the American Association for Justice (AAJ) Trial Advocacy Competition in Raleigh, NC.

Matt earned his law degree from Wake Forest University School of Law in 2006 and his Bachelor of Arts from The Catholic University of America, *cum laude*, in 2001. While at Wake Forest, Matt was the 2005 Zeliff Trial Competition Champion, a regional finalist at the 2006 American Association for Justice (AAJ) Trial Advocacy Competition, the AAJ Student Chapter President, and was selected as a member of the Order of Barristers. In addition, Matt spent several months clerking for the United States Attorney's Office in Greensboro, North Carolina.

Caroline Ramsey Taylor
Partner

Caroline is a partner focusing her practice on complex civil litigation and personal injury. After clerking for Whitfield Bryson LLP during the summer of 2012, she officially joined the firm in March 2013, and actively practices in both the firm's Nashville and Kentucky offices. Caroline graduated magna cum laude from the University of Louisville Brandeis School of Law, where she completed law school in just two and a half years. While in law school she was on the University of Louisville Law Review (Volume 50) and was also a member of Law Students for Justice (law school division of AAJ). Caroline received her bachelor's degree from Western Kentucky University, where she graduated summa cum laude with a bachelor's degree in Corporate and Organizational Communication and a minor in Marketing.

Caroline has been appointed class counsel in numerous cases including *Norman et al. v. Nissan North America, Inc. et al.*, Case No. 3:18-cv-534 (M.D.TN); *Weckworth et al. v. Nissan North America et al.*, Case No. 3:18-cv-588 (M.D.TN); *Cool v. L&B Oil and Gas, Inc.*, Case No. 16-CI-356 (Pike Co., Ky. Cir. Ct.), and *Appalachian Land Co. v. EQT Production Company*, Case No. 7:08-139-KKC (E.D. KY).

Caroline is a member of the American Association of Justice (AAJ) and is currently the Past Chair for the Railroad Section of AAJ. Caroline also serves on the Board of Governors for AAJ as the Revitalization Member for Tennessee. She is an active member and serves on the Executive Board of Directors of the Tennessee Trial Lawyers Association. She was recently included in *The Best Lawyers in America* 2020 Edition for Personal Injury Litigation, and was

selected by the National Academy of Personal Injury Attorneys as a Top 10 Personal Injury Attorney in Tennessee Under Age 40, Top 40 Litigation Lawyer Under 40 for the state of TN in 2018, and as a "Top 40 Under 40" by The National Trial Lawyers. Additionally, she was appointed to the Tennessee Bench & Bar Committee.

Martha Geer
Senior Counsel

Judge Martha Geer has a combination of experience that few attorneys possess and clients find invaluable. She has practiced for more than two decades as a respected litigator and appellate advocate and served for more than 13 years as a rarely-reversed appellate judge. As a trial lawyer and board-certified appellate specialist, Judge Geer is known for obtaining cutting-edge and precedent-setting victories in a diverse set of practice areas, including consumer protection, ERISA, environmental, securities, labor and employment law, antitrust and trade regulation, contingent commercial litigation, and civil rights litigation.

Judge Geer received her B.A. summa cum laude from Bryn Mawr College and her J.D. with high honors from the University of North Carolina School of Law where she was a Morehead Fellow (a merit-based full scholarship) and served as Managing Editor of the North Carolina Law Review.

Following law school, Judge Geer joined Paul Weiss, one of the top law firms in the country where she represented corporate clients in class actions, shareholder litigation, and commercial disputes. Subsequently, she was a partner with two leading North Carolina plaintiffs' firms (a founding member of the second firm) and represented plaintiffs in a wide range of complex civil litigation, including both class actions and individual cases.

She was first elected to the North Carolina Court of Appeals in 2002. In 2010, because of her reputation as a fair and impartial judge, she garnered strong bipartisan support that resulted in her winning re-election by a 20-point margin. During her tenure on the Court, Judge Geer heard more than 3,800 appeals, authored more than 1,350 opinions, and had her opinions reversed less than 2% of the time. She left the Court of Appeals to become a partner at Cohen Milstein Sellers & Toll LLP, a leading plaintiffs' class action firm, and founded its Raleigh office. In October 2019, she joined Whitfield Bryson LLP.

Judge Geer is a highly sought-after teacher of continuing education programs for both judges and lawyers. As a trial and appellate lawyer, she has been regularly recognized in The Best Lawyers in America, most recently (2018, 2019, and 2020 eds.) in the areas of appellate practice and mass tort/class actions. Prior to joining the bench, she was selected by Business North Carolina as one of North Carolina's "Legal Elite."

Jeremy R. Williams

Attorney

Jeremy focuses his practice on class actions and other complex litigation. Since joining the firm in 2014, Jeremy has prosecuted cases nationwide against some of the largest companies in the world – ranging from cases involving millions of dollars in unpaid sales commissions by one of the largest technology companies in the Fortune 500 rankings to class actions for deceptive products and fraudulent pricing schemes against numerous Fortune 500 companies. Jeremy has also represented property owners in lawsuits related to defective construction of residential and commercial real estate. His work has led to the recovery of tens of millions of dollars for consumers.

Jeremy was named to the *Super Lawyers' Rising Stars* list as one of the top up-and-coming class action attorneys in North Carolina for 2018 through 2020. He is a member of the American Association for Justice as well as the North Carolina Advocates for Justice. He has served on the board of directors for several non-profit organizations and is currently the president of the Young Lawyers Division of the Wake County Bar Association. Jeremy graduated law school from Campbell University School of Law and earned his MBA from North Carolina State University. He received his bachelor's in sport and event management in 2010 from Elon University.

Patrick M. Wallace
Attorney

Patrick is an associate in Whitfield Bryson LLP's litigation practice, with a focus on complex litigation, including consumer class actions, multi-district litigation, and qui tams. He focuses his nationwide practice on representing individuals and entities who have been the victims of defective products and corporate misconduct.

Patrick is entrusted by his clients and peers to successfully engage in every aspect of his cases, including arguing dispositive motions, formulating and executing discovery plans, working with experts, and conducting crucial depositions. Patrick takes on leadership roles in his cases, owing to his deep experience in nationwide litigation.

During his practice Patrick has served integral roles in several class actions. His recent experience includes litigating and settling North Carolina landlord-tenant eviction fee litigation cases against Mid-America Apartment Company, the NRP Group, and Southwood Realty Company. Patrick has also served important roles in nationwide litigation, including In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing and Sales Practices Litigation (MDL No. 2743), In re Windsor Windows Wood Clad Windows Products Liability Litigation (MDL No. 2688), Smith v. Floor and Decor Outlets of America, Inc. (N.D. Ga.); and In re Outer Banks Power Outage Litigation (E.D.N.C.). Patrick also has extensive experience investigating and litigating qui tam cases, including through trial.

Patrick joined the firm in 2015 after completing a judicial clerkship with the Hon. Catharine R. Aron, Chief Judge for the United States Bankruptcy Court for the Middle District of North Carolina. He received his law degree from Wake Forest University School of Law, where he was a member of Moot Court and competed on the American Association for Justice trial team for two

years. At graduation Patrick was selected by the law faculty for induction to the Order of the Barristers. Prior to law school, Patrick received his Bachelor of Arts degree from the University of Illinois at Urbana-Champaign in 2009, and his Associate in Arts degree from Heartland Community College in 2007. In 2019 and 2020, Patrick was named to the Super Lawyers' Rising Stars list as one of the top young attorneys in North Carolina. Patrick is a member of the American Association for Justice and the North Carolina Association for Justice. Patrick maintains active involvement in his community through participating in his local church and in the Kiwanis Club of Raleigh.

Hunter Bryson
Attorney

Hunter is an associate in Whitfield Bryson LLP's litigation practice, with a focus on defective construction products and construction defect claims. He primarily focuses on representing owners who have been the unfortunate victims of poor manufacturing processes, as well as homeowners and commercial developers whose properties have been subjected to shoddy construction practices.

Hunter joined Whitfield Bryson LLP's in 2016, after working as a law clerk for the firm, where he assisted in standing up for the rights of injured consumers on a daily basis.

Hunter earned his law degree from Campbell University School of Law in 2016. While at Campbell Law, he was elected as a justice to the honor court, a group leader for the peer mentor program, and a participant in the Campbell Law Connections program. Hunter earned his Bachelor of Arts degree from the University of North Carolina Chapel Hill, double majoring in Political Science and Economics. During the summer, Hunter interned for Themis Law Chambers in Cape Town, South Africa.

Harper T. Segui
Senior Attorney

Harper T. Segui is an experienced litigator who focuses her practice on representing consumers in products liability litigation and other types of complex litigation across the country.

Harper attended the University of Central Florida where she obtained her Bachelor of Science before attending the Walter F. George School of Law at Mercer University. After graduating from law school in 2006, Harper practiced family law and general litigation in the Atlanta area for approximately a year before moving to Charleston, South Carolina.

Since moving to Charleston more than a decade ago, Harper's primary focus has been representing plaintiffs in complex litigation and class actions, with a particular focus on product defects. Locally, she has contributed to millions of dollars in settlements and was an active trial lawyer in a case that resulted in a multi-million dollar jury verdict in favor of homeowners for a developer's shoddy construction of townhomes in South Carolina. Nationally, she has several times been appointed by courts to serve on Plaintiffs' Steering Committees, and has served as co-

class counsel in several class actions. Likewise, Harper has enjoyed playing active roles in multi-district litigation involving defective products. In the successful resolution of many of those cases, she contributed to millions of dollars in settlement money recovered for consumer.

Since 2013, Harper has been regularly selected to *Super Lawyers* as a Top-Rated Attorney in the areas of "Class Action & Mass Torts." She has co-authored several publications on product liability cases, and has been a lecturer on complex legal issues. Harper is a member of the American Association for Justice and the Public Justice Foundation.

Drew Hathaway
Attorney

As an attorney at Whitfield Bryson LLP, Drew Hathaway focuses on representing consumers in complex litigation. His primary focus is on product liability and consumer protection class actions both in the United States and internationally throughout Europe. Along with product liability cases, Drew currently represents the elderly in North Carolina's first ever class action against an adult care home chain for understaffing their facilities. In addition to representing harmed consumers against some of the largest corporations in the world, Drew also represents commercial real estate owners in lawsuits related to defective construction.

Drew graduated from The University of North Carolina at Chapel Hill in 2003. While studying, he was a member of the varsity swim team at Chapel Hill. Drew earned his J.D. from Campbell University School of Law in 2007. While at Campbell, Drew was a member of the National Moot Court Team, inducted into the Order of Old Kivett and was an editor for the Campbell Law Observer.

Drew spent the first eight years of his career practicing as a defense lawyer with a primary focus on medical malpractice and commercial litigation. Drew has extensive trial experience and has received numerous honors as a trial attorney including recognition as North Carolina Super Lawyers Rising Stars, a peer selection for the top 2.5% of North Carolina Lawyers under the age of 40.

Since 2007, Drew has been on the board of directors for Vidas De Esperanza. Vidas is a 501(c)(3) non-profit that provides free health care and educational opportunities to the underserved in North Carolina and in Mexico. Drew is a member of the Public Justice Foundation, the American Association for Justice, the North Carolina Advocates for Justice, the Wake County Bar Association and the North Carolina Bar Association.

Erin Ruben
Attorney

Erin Ruben focuses her practice on civil litigation, though she brings a wide range of experience in both civil and criminal law. Erin began her career in 2006 as a public defender with Virginia's Indigent Defense Commission, where she represented the county's most vulnerable defendants in criminal matters before judges and juries in the district and circuit courts of Fairfax

County and in the Virginia Court of Appeals. After relocating to North Carolina in 2009, she began her civil litigation practice, primarily representing plaintiffs in medical malpractice, personal injury, and employment matters. From 2015-2017, she also owned and operated a small business with a retail location in Raleigh, NC, which provided her with a wealth of practical experience she has been able to apply to her practice. Erin is passionate about protecting and defending the rights and dignity of her clients through zealous, compassionate legal advocacy.

Erin earned her J.D. from Wake Forest University School of Law in 2006, where she was a member of the Moot Court Board. Erin obtained a Bachelor of Business Administration (B.B.A.) in Marketing from the University of Georgia in 2003, in addition to a Certificate in Personal and Organizational Leadership from UGA's Institute for Leadership Advancement. While at UGA, Erin was honored to be named a Leonard Leadership Scholar, recognizing her academic achievement and demonstrated leadership.

Devon Landman
Attorney

Devon Landman is an experienced litigator who focuses her practice on civil litigation, criminal defense, and personal injury. As a former prosecutor, Devon previously fought for those who have been wronged by crimes. She now diligently, meticulously, and vigorously fights for those who have been wronged by others' negligence. She also passionately defends the rights of those accused of crimes and helps secure a fair outcome that allows them to move on with their lives.

Devon earned her undergraduate degree in Communications and Information Sciences from the University of Alabama in 2014. She earned her Juris Doctor degree from Belmont University College of Law in 2017. While in law school, Devon worked at both the Federal Public Defender's Office in downtown Nashville and the State Attorney's Office in the 18th Judicial Circuit in Viera, Florida.

After graduating law school, Devon joined the Florida Bar in September 2017. Upon licensure, she was an Assistant State Attorney for the State of Florida, prosecuting crimes on behalf of the State. During her time as an Assistant State Attorney, she served on the Board of Directors for the Brevard County Bar Association's Young Lawyers Division.

In the summer of 2019, Devon moved back to Nashville and became licensed in the State of Tennessee. She is a member of the Tennessee Bar Association and its Young Lawyers Division, the Nashville Bar Association, the Tennessee Trial Lawyers Association, and Lawyers' Association for Women – Marion Griffin Chapter. She is also a member of the American Association of Justice (AAJ).

Alex Straus
Attorney

Alex R. Straus was born and raised in New York, NY. Alex is currently licensed to practice law in California, Massachusetts, New York, Rhode Island, and South Carolina. For more than a

decade, he has represented consumers, labor unions, and municipalities throughout the United States in practice areas ranging from complex tort and personal injury to antitrust and securities litigation. Prior to joining Whitfield Bryson LLP, Alex spent the majority of his legal career as a litigation attorney with Motley Rice LLC after a long career as an investigative journalist and author. In 2013, Alex authored an *amicus curiae* brief filed in the Supreme Court of the United States in support of a shipyard worker who died as a result of asbestos exposure.

An avid writer, Alex co-authored with legendary trial lawyer, Ron Motley, a chapter in the book *Pathology of Asbestos-Related Diseases*, which was published in 2014. Alex has also authored two books, *Medical Marvels: The 100 Most Important Medical Advances* (Prometheus Books, 2006) and *Guerrilla Golf: The Complete Guide to Playing Golf on Mountains, Pastures, City Streets and Everywhere But the Course* (Rodale Press, 2006). The author of more than 100 nationally published feature-length articles, Alex won the New York Press Association Best Sports Feature award in 1999.

As a law student at Roger Williams University School of Law, Alex was the 2009 recipient of the Kathleen Brit Memorial Prize for Alternative Dispute Resolution and served as law clerk for the New England Patriots, working with the team's General Counsel on real estate acquisitions, environmental compliance and collective bargaining issues. Alex attended Rollins College in Winter Park, Florida and Columbia University's School of International and Public Affairs in New York, New York.

Notable Whitfield Bryson LLP Class Action Cases

Antitrust

In re: TFT-LCD (Flat Panel) Antitrust Litigation, No. 3:07-cv-01827, MDL No. 1827 (N.D. Cal.) (combined settlement totaling nearly $1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market) (2012).

Appliances

Ersler, et. al v. Toshiba America et. al, No. 07- 2304 (D.N.J.) (settlement of claims arising from allegedly defective television lamps) (2009).

Maytag Neptune Washing Machines (class action settlement for owners of Maytag Neptune washing machines).

Stalcup, et al. v. Thomson, Inc. (Ill. Cir. Ct.) ($100 million class settlement of clams that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio when receiving broadcast data packages that were longer than reasonably anticipated or specified) (2004).

Hurkes Harris Design Associates, Inc., et al. v. Fujitsu Computer Prods. of Am., Inc. (settlement provides $42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5" IDE hard disk drives) (2003).

Turner v. General Electric Company, No. 2:05-cv-00186 (M.D. Fla.) (national settlement of claims arising from allegedly defective refrigerators) (2006).

Automobiles

In re General Motors Corp. Speedometer Prods. Liability Litig., MDL 1896 (W.D. Wash.) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers) (2007).

Baugh v. The Goodyear Tire & Rubber Company (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program) (2002).

Lubitz v. Daimler Chrysler Corp., No. L-4883-04 (Bergen Cty. Super. Ct, NJ 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of $12 million fund; 7th largest judgment or settlement in New Jersey) (2007).

Berman et al. v. General Motors LLC, Case No. 2:18-cv-14371 (S.D. Fla.) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

Civil Rights

In re Black Farmers Discrimination Litigation, Case No. 1:08-mc-00511 (D.D.C.) ($1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans) (2013).

Bruce, et. al. v. County of Rensselaer et. al., Case No. 02-cv-0847 (N.D.N.Y.) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY) engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses) (2004).

Commercial

In re: Outer Banks Power Outage Litigation, 4:17-cv-141 (E.D.N.C) (Co-Lead Counsel; $10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage) (2018)

Construction Materials

Cordes et al v. IPEX, Inc., No. 08-cv-02220-CMA-BNB (D. Colo.) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee) (2011).

Elliott et al v. KB Home North Carolina Inc. et al 08-cv-21190 (N.C. Super. Ct. Wake County) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier)(2017)

In re: Pella Corporation Architect and Designer Series Windows Marketing, Sales Practices and Products Liability Litigation, MDL No. 2514 (D.S.C.)(class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

In re MI Windows and Doors, Inc., Products Liability Litigation, MDL No. 2333 (D.S.C) (National class action settlement for homeowners who purchased defective windows; Court-appointed Co-Lead Counsel).

In re: Atlas Roofing Corporation Chalet Shingle Products Liability Litig., MDL No. 2495 (N.D. Ga.) (class action arising from allegedly defective shingles; Court-appointed Co-Lead Counsel).

Helmer et al. v. Goodyear Tire & Rubber Co., No. 12-cv-00685-RBJ (D. Colo. 2012) (class action arising from allegedly defective radiant heating systems; Colorado class certified, 2014 WL 3353264, July 9, 2014)).

In re: Zurn Pex Plumbing Products Liability Litigation, No. o:08-md-01958, MDL No. 1958 (D. Minn.) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement) (2012).

Hobbie, et al. v. RCR Holdings II, LLC, et al., No. 10-1113 , MDL No. 2047 (E.D. La.) ($30 million settlement for remediation of 364 unit residential high-rise constructed with Chinese drywall) (2012).

In re: Chinese Manufactured Drywall Products Liability Litigation, No. 2:09-md-02047, MDL No. 2047 (E.D. La.) (litigation arising out of defective drywall) (appointed Co-Chair, Insurance Committee) (2012).

Galanti v. Goodyear Tire & Rubber Co., No. 03-209 (D.N.J. 2003) (national settlement and creation of $330 million fund for payment to owners of homes with defective radiant heating systems) (2003).

In re Synthetic Stucco Litig., Civ. Action No. 5:96-CV-287-BR(2) (E.D.N.C.) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than $50 million).

In re Synthetic Stucco (EIFS) Prods. Liability Litig., MDL No. 1132 (E.D.N.C.) (represented over 100 individuals homeowners in lawsuits against homebuilders and EIFS manufacturers).

Posey, et al. v. Dryvit Systems, Inc., Case No. 17,715-IV (Tenn. Cir. Ct) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants) (2002).

Sutton, et al. v. The Federal Materials Company, Inc., et al, No. 07-CI-00007 (Ky. Cir. Ct) (Co-Lead Counsel; $10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

Staton v. IMI South, et al. (Ky. Cir. Ct.) ((Co-Lead Counsel; class settlement for approximately $30 million for repair and purchase of houses built with defective concrete).

In re Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litigation, No. 15-cv-0018, MDL No. 2577 (D.N.J.) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

Bridget Smith v. Floor and Decor Outlets of America, Inc., No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

In re Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation MDL No. 1:15-md-2627 (E.D.Va.) (Formaldehyde case; $36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing, Sales Practices Litigation MDL No. 1:16-md-2743 (E.D.Va.) (Co-Lead Counsel; Durability case; $36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Windsor Wood Clad Window Products Liability Litigation MDL No. 2:16-md-02688 (E.D. Wis.) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

In re Allura Fiber Cement Siding Products Liability Litigation MDL No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

Environmental

Nnadili, et al. v. Chevron U.S.A., Inc, No. 02-cv-1620 (D.D.C.) ($6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station) (2008).

In re Swanson Creek Oil Spill Litigation, No. 00-1429 (D. Md.) (Lead Counsel; $2.25 million settlement of litigation arising from largest oil spill in history of State of Maryland) (2001).

Fair Labor Standards Act/Wage and Hour

Craig v. Rite Aid Corporation, Civil No. 08-2317 (M.D. Pa.) (FLSA collective action and class action settled for $20.9 million) (2013).

Stillman v. Staples, Inc., Civil No. 07-849 (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for $2.5 million; national settlement approved for $42 million) (2010).

Lew v. Pizza Hut of Maryland, Inc., Civil No. CBB-09-CV-3162 (D. Md.) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages) (2011).

Financial

Roberts v. Fleet Bank (R.I.), N.A., Civil Action No. 00-6142 (E. D. Pa.) ($4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.") (2003).

Penobscot Indian Nation et al v United States Department of Housing and Urban Development, N. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act) (2008).

Impact Fees

Town of Holly Springs, No. 17-cvs-6244, 17-cvs-6245, 18-cvs-1373 (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a $7.9 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the town) (2019).

Larry Shaheen v. City of Belmont, No. 17-cvs-394 (Gaston Co., NC) (Court appointed Class Counsel; Class action settlement with a $1.65 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the city) (2019).

Upright Builders Inc. et al. v. Town of Apex, No. 18-cvs-3720 & 18-cvs-4384, (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a $15.3 million fund for builders and developers to recover improper capacity replacement and transportation paid fees to the town) (2019).

Mayfair Partners, LLC et al. v. City of Asheville, No. 18-cvs-04870 (Buncombe County) (Court appointed Class Counsel; Class action settlement with a $1,850,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

Shenandoah Homes, LLC v. Town of Clayton, No. 19-cvs-640 (Johnston County) (Court appointed Class Counsel; Class action settlement with a $2.7 million fund for builders and developers to recover improper impact fees paid to the town) (2020).

Brookline Homes LLC v. City of Mount Holly, Gaston County file no. 19-cvs-1163 (Gaston County) (Court appointed Class Counsel; Class action settlement with a $483,468 fund for builders and developers to recover improper impact fees paid to the city) (2020).

Eastwood Construction, LLC et. al v. City of Monroe, Union County file nos. 18-CVS-2692 (Union County) (Court appointed Class Counsel; Class action settlement with a $1,750,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

Insurance

Young, et al. v. Nationwide Mut. Ins. Co, et al., No. 11-5015 (E.D. Ky.) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium payments; class certified and affirmed on appeal, 693 F.3d 532 (6th Cir., 2012); settlements with all defendants for 100% refund of taxes collected) (2014).

Nichols v. Progressive Direct Insurance Co., et al., No. 2:06cv146 (E.D. Ky.) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe Auto Insurance Company and creation of $2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of $1.75 million) (2012).

Privacy/Data Breach

In Re: U.S. Office of Personnel Management Data Security Breach Litigation, No. 15-1393 (ABJ), MDL No. 2664 (D.D.C.) (court appointed interim Liaison Counsel).

In re Google Buzz Privacy Litigation, No. 5:10-cv-00672 (N.D. Cal.) (court-appointed Lead Class Counsel; $8.5 million cy pres settlement) (2010).

In re: Dept. of Veterans Affairs (VA) Data Theft Litig., No. 1:2006-cv-00506, MDL 1796 (D.D.C.) (Co-Lead counsel representing veterans whose privacy rights had been compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a $20 million fund for affected veterans and a cy pres award for two non-profit organizations) (2009).

In re: Adobe Systems Inc. Privacy Litigation, No. 5:13-cv-05226 (N.D. Cal. 2015) (settlement requiring enhanced cyber security measures and audits) (2015).

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JOHN CHESS, on behalf of himself and all others similarly situated

Plaintiff,

vs.

VOLKSWAGEN GROUP OF AMERICA, INC.,

Defendant.

Case No. 4:17-cv-07287-HSG

DECLARATION OF ALEX R. STRAUS IN SUPPORT OF PLAINTIFF'S MOTION FOR ATTORNEY FEES, EXPENSES, AND SERVICE AWARD

I, Alex R. Straus, declare as follows:

1. I am a member of the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC ("MCBPG"), counsel of record for Plaintiffs in this matter. I am admitted to this Court and I am a member of good standing of the bar of the state of California. I respectfully submit this declaration in support of Plaintiff John Chess' ("Plaintiff") Motion for Attorneys' Fees, expenses, and Representative Plaintiff's service award. I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and the Court's November 24, 2021, Order Granting Preliminary Approval of Class Action Settlement, ECF No. 134, ("Preliminary Approval Order"), Plaintiff files this motion for an award of attorneys' fees, expenses, and Representative Plaintiff's Service Award.

3. Plaintiff seeks an order awarding her counsel, MCBPG and Simmons Hanly Conroy, LLP (collectively, "Plaintiff's Counsel"), attorneys' fees in the amount of $1,050,000.00, expenses in the amount of $18,908.65.00, and Representative Plaintiff Service Award in the amount of $5,000.00, to be paid directly by Defendant Volkswagen Group of America, Inc. ("Defendant" or "VWGoA") in accord with the preliminarily approved Settlement Agreement.

4. The requested attorneys' fees will not impact the Settlement Benefits available to Class Members and represent a portion of the lodestar performed by Plaintiff's Counsel during the course of this litigation.

5. After more than four years of litigation and extensive settlement negotiations, Plaintiff's counsel has agreed to reduce its lodestar fee and seek reasonable compensation for their efforts on behalf of Plaintiffs and the Class. Plaintiff's Counsel proposes a reduced lodestar of 1,590 hours equating to fees in the amount of $1,050,000.00 and reimbursement of $25,908.65 in out-of-pocket expenses that they incurred prosecuting this action. For these reasons, among others discussed herein, Plaintiff's Counsel's motion should be granted.

6. Plaintiffs Brian Gillard, Mike Madani, Shant Bakalian, Eric Walley, and Richard DeVico filed a Class Action Complaint against Volkswagen Group of America, Inc., Volkswagen AG, and Audi AG on December 22, 2017, alleging, among other things, breaches of express and implied warranties, and violations of various consumer protection laws based on allegedly defective DSG transmissions in certain Audi vehicles including 2010–2012 Audi S4 and S5 vehicles. ECF No. 1. Plaintiffs Brian Gillard and Shant Bakalian were voluntarily dismissed. ECF Nos. 12 and 49. On April 23, 2018, Plaintiffs filed a First Amended Complaint. ECF No. 50. Defendants filed a motion to dismiss the First Amended Complaint (ECF No. 56), which the Court granted in part and denied in part. ECF No. 69.

7. Plaintiffs filed a Second Amended Complaint on March 15, 2019, which, *inter alia*: (1) added John Chess, Michael Warchut and Romsin Oushana as Plaintiffs and (2) only named VWGoA as a Defendant. (ECF No. 71.) Defendant filed a motion to dismiss the Second Amended Complaint (ECF No. 72), which the Court granted in part and denied in part. (ECF No. 84.) The Court's Order also dismissed Plaintiffs Eric Walley, Richard DeVico, and Michael Warchut with prejudice, leaving Plaintiffs Mike Madani, Romsin Oushana and John Chess to pursue the remaining claims. (*Id.*) The Court granted Plaintiffs leave to amend two claims for the limited purpose of pleading reliance on Defendant's alleged omissions. (*Id.*)

8. Plaintiffs filed a Third Amended Complaint on August 19, 2019. (ECF No. 86.) Defendant filed a motion to dismiss Plaintiffs' breach of express warranty and violation of the Magnuson-Moss Warranty Act claims, to the extent that those were premised upon Defendant's marketing statements, and to dismiss Plaintiffs' Song-Beverly Consumer Warranty Act claims as time-barred. (ECF No. 91.) The Court granted Defendant's motion to dismiss the Third Amended Complaint without leave to amend. (ECF No. 99). As a result of the Court's decision, the then-Plaintiffs' surviving claims included: (1) breach of breach of express warranty; (2) violation of the Magnuson-Moss Warranty Act; (3) California Consumers Legal Remedies Act; (4) violation

of the California Unfair Competition Law; (5) violation of the Declaratory Judgment Act; and (6) equitable injunctive and declaratory relief. (ECF No. 86.)

9. Plaintiff filed his Motion for Preliminary Approval of Class Action Settlement on July 9, 2021. (ECF No. 120.) After oral argument on September 30, 2021, after which the Court directed Plaintiff to file a Supplemental Brief, the Court granted Preliminary Approval of Class Action Settlement on November 30, 2021. (ECF No. 135.) Pursuant to the Court's December 21, 2021 Order, (ECF No. 137), Deadline for Settlement Administrator to mail Class Notice to the putative Settlement Class is March 11, 2022 and the final fairness hearing is scheduled for August 18, 2022. (*Id.*)

10. Plaintiff's Counsel achieved substantial benefits for the Class in this case: All Settlement Class Members (whether current or former owners/lessees of Settlement Class Vehicles) who incurred and paid any unreimbursed out-of-pocket expenses for a Covered Repair (a repair or replacement of the mechatronics unit or the transmission itself, as a result of a diagnosed condition of shuddering, juddering, rough shifting or improperly entering "limp mode" of a Settlement Class Vehicle's transmission) prior to the Notice Date and within nine (9) years or ninety thousand (90,000) miles (whichever occurred first) of the Class Vehicle's In-Service Date, and timely submits a valid, complete, signed, and dated Claim Form, together with the required Proof of Repair Expense and Proof of Adherence to the Vehicle's Maintenance Schedule (documents evidencing the Settlement Class Member's adherence to the Settlement Class Vehicle's schedule for transmission oil maintenance during the time he/she/it owned and/or leased the vehicle up to the time of the Covered Repair, within a variance of ten percent (10%) of the scheduled time/mileage maintenance requirement) will be entitled to a percentage of reimbursement of said past paid and unreimbursed out-of-pocket expenses (parts, labor and taxes) for one (1) such Covered Repair, subject to the time/mileage parameters and percentage limits of coverage set forth in Table 1 below, broken down as follows:

> Repair Performed by an Authorized Audi Dealer: If the Covered Repair was performed by an authorized Audi dealer, the Settlement Class Member shall be entitled to receive reimbursement of a percentage of past paid and unreimbursed out-of-pocket expenses (parts, labor and taxes) for one (1) Covered Repair, subject to the time/mileage parameters and percentage limits of coverage set forth in Table 1 below during that period.
>
> Repair Performed by Other Service Entity or Facility: If the Covered Repair was performed by a service entity or facility that is not an authorized Audi dealer, the

Settlement Class Member shall be entitled to receive reimbursement of a percentage of past paid and unreimbursed out-of-pocket expenses (parts, labor and taxes) for one (1) Covered Repair, subject to the time/mileage parameters and percentage limits of coverage set forth in Table 1 below. However, the amount of the paid Covered Repair cost, from which the percentage of reimbursement in Table 1 shall be applied, shall not exceed $5,000 if the Covered Repair was a replacement of the mechatronics unit, and $12,000 if the Covered Repair was a total transmission replacement.

11. **Table 1: Time/Mileage Parameters and Percentage Limits of Coverage**

12.

Time from In-Service Date	Up to 50,000 miles	50,001 to 60,000 miles	60,001 to 70,000 miles	70,001 to 80,000 miles	80,001 to 90,000 miles
4 years	100% (under original warranty	85%	75%	65%	50%
4-5 years	85%	80%	70%	60%	45%
5-6 years	75%	70%	60%	50%	40%
6-7 years	70%	65%	55%	45%	35%
7-8 years	65%	55%	45%	40%	30%
8-9 years	55%	45%	35%	30%	20%

13. A dedicated Settlement Website has been established for Settlement Class Members to obtain additional information and documents about the Settlement, including an additional copy of the Class Notice, additional Claim Forms, applicable dates/deadlines to object, opt-out, submit a claim, and of the Final Fairness Hearing, instructions on how, when, and the proof needed to submit a Claim for Reimbursement, instructions on how to contact the Claim Administrator and/or Class Counsel with any questions or for assistance, a copy of the Settlement Agreement (which includes all Settlement terms and conditions, the Released Claims and Released Parties) if any Class Member desires to review it, copies of Motions and Orders applicable to the Settlement approval and for Class Counsel fees and expenses and the Settlement Class representative service award, and certain other court filings upon which the Parties may agree.

14. Plaintiff's Counsel has requested hourly rates of $1100 for Daniel K. Bryson, Gregory F. Coleman, and Mitchell M. Breit, $919 for Mark Silvey and Adam Edwards, $800 for Alex R. Straus, and $550 for John Hunter Bryson, and $170 - $250. Plaintiff's Counsel has provided the Court with a declaration describing the background and experience of the

aforementioned attorneys and set the hourly rates for attorneys and staff members based on a variety of factors, including: the experience, skill, and sophistication required for the types of legal services typically performed; the rates customarily charged in the markets where legal services are typically performed; and the experience, reputation, and ability of the attorneys and staff members.

15. Plaintiff's Counsel submits that the hourly rates requested here are comparable to attorneys of similar experience and qualifications within the Northern District of California. (*Id*. ¶15) Daniel Bryson and Gregory Coleman have over thirty years' experience, have been lead counsel in multiple cases that have been consolidated into multi-district litigation, and have been named as Super Lawyers. Gregory Coleman has been named one of the Top 100 Trial Lawyers by the American Trial Lawyers Association, among other awards. Further, as detailed in Plaintiff's Counsel's firm resumes, Plaintiff's Counsel has been named Class Counsel in numerous class action settlements. **Exhibits A**, **B** and **C**. (firm resumes). Mitchell M. Breit is a partner with more than 40 years of experience and has been appointed as class counsel in numerous cases. Mark Silvey and Adam Edwards are both award-winning attorney with more than 30 years' experience. Alex Straus and John Hunter Bryson have been practicing law for over six and 12 years, respectively. Straus Decl. ¶ 29. All six of these attorneys have considerable class action experience and expertise.

16. The billing rates for each Milberg attorney involved in this matter are Milberg's standard billing rates for the periods of time in which the work was performed. Our rates are based on our analysis of the market rate for attorneys with comparable qualifications, background, experience, and reputation.

17. I am informed and believe that the rates requested for the time of Milberg's attorneys are reasonable in relation to the hourly rates prevailing in California for other attorneys of similar experience and qualifications.

18. This information and belief is formed, in part, by a report published by the National Law Journal providing the 2017 billing rates for firms based in California with significant offices in California. According to the report, defense counsel in this case, Gibson Dunn & Crutcher, has partner rates of $925 to $1,195 and associate rates of $250 to $875. Gibson Dunn & Crutcher is headquartered in this District. Milberg's requested rates fall within the range of many of the firms that are involved in complex litigation with sizable presence in California based on the National

Law Journal survey: Greenberg Traurig (Partners: $625-$1080, Associates: $450-$475), Jones Day (Partners: $700-$1050, Associates: $300 $800), Kirkland & Ellis (Partners: $235-$1,410, Associates: $210-$295), Pillsbury Winthrop Shaw Pittman (Partners: $790-$1235, Associates: Average $680), Reed Smith (Partners: $820-$902, Associates: $425-$675), Sidley Austin (Partners: $965-$1,180, Associates: not available), and Winston & Strawn (Partners: Average $930, Associates: $560-$750).

19. The hours and rates submitted by Plaintiff's Counsel yield a lodestar of in excess of the $1,050,000.00 proposed here, which does not account for the additional time and effort that will be required to effectuate the Settlement if and when it receives final approval from the Court.

20. Plaintiff's Counsel's request includes reimbursement of $25,908.65 in litigation costs, which included filing fees, expert fees, travel, and research costs.

21. The Parties have agreed that Plaintiff's Counsel will seek a Service Award not to exceed $5,000.00 for the Plaintiff-Settlement Class Representative, which will likewise be paid by Defendant separate and apart from any relief provided to the Settlement Class. (ECF No. 123-1, ¶ VIII.C.2.)

22. Plaintiff was responsive and cooperative throughout his time in this litigation. He consistently invested personal time to seek out and speak with Plaintiff's Counsel, search for relevant evidence, review and approve various documents for filing, respond to discovery, keep apprised of the progress of the litigation, prepare for mediation, evaluate the settlement proposals during and following mediation, and read through and discuss drafts of the Settlement Agreement before ultimately approving and executing the Agreement.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed on February 24, 2022, in Los Angeles, California.

/s/ Alex R. Straus
Alex R. Straus

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JOHN CHESS, on behalf of himself and all others similarly situated

Plaintiff,

vs.

VOLKSWAGEN GROUP OF AMERICA, INC.,

Defendant.

Case No. 4:17-cv-07287-HSG

DECLARATION OF MITCHELL M. BREIT IN SUPPORT OF PLAINTIFF'S MOTION FOR ATTORNEY FEES, EXPENSES, AND SERVICE AWARD

I, Mitchell M. Breit, declare as follows:

1. I am a member of the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC ("MCBPG"), counsel of record for Plaintiffs in this matter. I am admitted *pro hac vice* to this Court and I am a member of good standing of the bar of the state of New York. I respectfully submit this declaration in support of Plaintiff John Chess' ("Plaintiff") Motion for Attorneys' Fees, expenses, and Representative Plaintiff's service award. I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. After the Court's July 13, 2020 Order, the Parties entered into settlement negotiations.

3. In or around January 2021, the Parties reached certain partial tentative agreements and began the mediation process.

4. On February 12, 2021, following extensive preliminary negotiations that did not result in a settlement, the Parties participated in a full-day mediation session with an experienced, professional third-party neutral mediator at JAMS, Bradley A. Winters, Esq.

5. Thereafter, the Parties engaged in arms-length negotiations through many telephonic discussions and ultimately agreed on the principal terms of the proposed Settlement Agreement. The Parties engaged in additional and extensive months-long negotiations to finalize and memorialize all aspects of the Settlement Agreement, including each of its exhibits.

6. The Parties ultimately agreed to engage Angeion Group, a respected national settlement administration company, to help devise and implement a Class Notice Plan, the

settlement website and information call center for Settlement Class Members, and to review and administer Claims for Reimbursement under the Settlement. The Class Notice and Claim Form were also negotiated at arm's length, with the goal of making them easy to read, understand and fully informative.

7. Plaintiff's Counsel, along with VWGoA's Counsel and the Settlement Claim Administrator, devised a comprehensive Class Notice Plan that comports with due process and the procedural requisites of Rule 23. (Bryson Decl. ¶ 5.) The proposed Class Notice advises Class Members about the action and claims, the proposed Settlement and its terms and conditions, the Settlement Class members' rights, including the right to object to or opt-out of the Settlement, applicable deadlines and instructions for doing so and for submitting a Claim for Reimbursement under the Settlement, the Final Fairness Hearing, and other pertinent information. The Class Notice, together with a Claim Form for reimbursement claims (if eligible), mailed directly to Settlement Class Members. (ECF No. 123-1 ¶ 15.)

8. The Settlement Agreement is the product of hard-fought litigation and a fully informed decision by Plaintiff's Counsel after engaging in motion practice, informational exchanges between the Parties, in-depth factual investigation, a comprehensive evaluation of factual and legal issues underlying Plaintiff's claims, extensive motion practice including full briefing and oral argument on three motions to dismiss, multiple mediation sessions, and a detailed litigation strategy aimed at obtaining significant relief for the Settlement Class while also taking into account the potential significant risks and delays of continued litigation. The Parties reached the proposed Settlement Agreement through extensive arms-length negotiations over the course of six months, including numerous exchanges of information and settlement proposals, and a full-day mediation session with Bradley Winters, an experienced neutral third-party mediator with JAMS Mediation, Arbitration, and ADR Services ("JAMS"). Only after the Class benefits were negotiated did the Parties discuss attorneys' fees/expenses and a Class Representative Service Award, and all were negotiated with the assistance of the mediator. Here, the time that Plaintiff's Counsel spent during the course of this litigation reasonably reflect the work performed on behalf of the Class.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed on February 24, 2022, in New York, New York.

*/s/ Mitchell M. Breit*_____
Mitchel M. Breit

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JOHN CHESS, on behalf of himself and all others similarly situated

Plaintiff,

vs.

VOLKSWAGEN GROUP OF AMERICA, INC.,

Defendant.

Case No. 4:17-cv-07287-HSG

[PROPOSED] ORDER GRANTING ATTORNEY FEES, EXPENSES, AND PLAINTIFF'S SERVICE AWARD

Judge: Hon. Haywood S. Gilliam, Jr.

This matter came on for hearing on August 18, 2022 (the "Final Approval Hearing") on counsel for Plaintiff John Chess' ("Plaintiff's Counsel") Motion for Attorneys' Fees, Expenses, and Plaintiff's Service Award. The Court having considered all the matters submitted to it at the Final Approval Hearing and having considered and determined the fairness and reasonableness of the award of attorneys' fees, expenses, and service award requested,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Notice of Plaintiff's Counsel's Motion for Attorneys' Fees, Expenses, and Plaintiff's Service Award was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the Motion for Attorneys' Fees and Expenses satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable law and rules, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

2. Plaintiff's Counsel are hereby awarded attorneys' fees in the amount of $1,050,000.00 and reimbursement of $25,908.65 in out-of-pocket expenses that they incurred prosecuting this action (which shall be paid by Defendant Volkswagen Group of America, Inc. ("Defendant" or "VWGoA")), which sums the Court finds to be fair and reasonable.

3. In making this award of attorneys' fees and reimbursement of expenses to be paid by Defendant, the Court has considered and found that:

A. The Settlement Agreement has resulted in a substantial benefit to the Class;

B. All Settlement Class Members (whether current or former owners/lessees of Settlement Class Vehicles) who incurred and paid out-of-pocket expenses for a Covered Repair of a Settlement Class Vehicle that was not otherwise reimbursed prior to the Notice Date and within nine (9) years or ninety thousand (90,000) miles (whichever occurred first) of the Class Vehicle's In-Service Date, and timely submits a valid Claim Form, together with the supporting documentation, will be entitled to a percentage of reimbursement of said past paid and unreimbursed out-of-pocket expenses subject to the time/mileage parameters and percentage limits of coverage set forth in the Settlement Agreement, will be reimbursed as follows:

> Repair Performed by an Authorized Audi Dealer: If the Covered Repair was performed by an authorized Audi dealer, the Settlement Class Member shall be entitled to receive reimbursement of a percentage of past paid and unreimbursed out-of-pocket expenses (parts, labor and taxes) for one (1) Covered Repair, subject to the time/mileage parameters and percentage limits of coverage set forth in Table One, below during that period.
>
> Repair Performed by Other Service Entity or Facility: If the Covered Repair was performed by a service entity or facility that is not an authorized Audi dealer, the Settlement Class Member shall be entitled to receive reimbursement of a percentage of past paid and unreimbursed out-of-pocket expenses (parts, labor and taxes) for one (1) Covered Repair, subject to the time/mileage parameters and percentage limits of coverage set forth in Table One, below. The percentage of reimbursement shall be applied to an amount not to exceed $5,000 if the Covered Repair was a replacement of the mechatronics unit, and not to exceed $12,000 if the Covered Repair was a total transmission replacement.

C. To receive reimbursement, Class Members need only complete and submit a Claim Form *via* U.S. mail, along with the required Proof of Repair Expense documentation and Proof of Adherence to the Vehicle's Maintenance Schedule within the Claim Period;

D. In addition to the reimbursement, Defendant will extend its New Vehicle Limited Warranties applicable to the Settlement Class Vehicles' transmissions to cover one (1) repair, by an authorized Audi dealer, of a diagnosed condition during a period of nine (9) years or ninety thousand (90,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle, with the

amount of the extended warranty coverage to be subject to the same time/mileage parameters and percentage limits of coverage set forth in the Settlement Agreement. The Extended Warranty repair will consist of replacement of either the transmission or mechatronics unit of the subject vehicle;

E. Plaintiff's Counsel has conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy;

F. This litigation raised a number of complex issues;

G. Had Plaintiff's Counsel not achieved the Settlement, there would remain a significant risk that Plaintiff and the other Members of the Settlement Class may have recovered less or nothing from Defendant;

H. Plaintiff Counsel undertook this litigation on a fully contingent basis, thereby assuming the risk of loss;

I. Plaintiff Counsel has devoted more than 1,590 hours, with a proposed lodestar value of $1,050,000.00 to achieve the Settlement;

J. The amount of attorneys' fees awarded and expenses to be reimbursed from the Settlement Fund are fair and reasonable and consistent with awards in similar cases; and

K. Plaintiff's Counsel's litigation costs in the amount of $25,908.65 in litigation are reasonable expenses that would typically be billed to paying clients in non-contingency matters.

4. The Court has considered the proposed service award and found that, the class representative service award in the amount of $5,000.00 payable to Plaintiff is fair and reasonable, in light of the results that were obtained under the Settlement Agreement, and the risks that he incurred in prosecuting the Action. The award also comports with incentive awards made in other class-action settlements in this District and is not disproportionate to the anticipated benefits to the Class.

5. For the reasons above, the Court:

A. GRANTS Plaintiff's request for attorneys' fees and AWARDS Plaintiff's Counsel fees of $1,050,000.00;

B. GRANTS Plaintiff's request for expenses in the amount of $25,908.65;

C. GRANTS Plaintiff's service award in the amount of $5,000.00; and

D. DISMISSES Plaintiff's Fourth Amended Class Action Complaint WITH PREJUDICE.

IT IS SO ORDERED, this __ day of _____, 2022.

_____
Haywood S. Gilliam, Jr.
UNITED STATES DISTRICT COURT JUDGE