

**UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA  
Miami Division**

**MDL No. 2599  
Master File No.: 15-MD-02599-MORENO  
S.D. Fla. Case No. 1:14-cv-24009-MORENO**

**IN RE: TAKATA AIRBAG PRODUCT  
LIABILITY LITIGATION**

**THIS DOCUMENT RELATES TO:**

**ECONOMIC LOSS TRACK CASES  
AGAINST HONDA AND NISSAN  
DEFENDANTS**

**CLASS COUNSEL'S FEE REQUEST SUPPLEMENT**

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**I. INTRODUCTION.**

In its January 10, 2018 Order, this Court directed Class Counsel to provide additional information and answer several questions to support the fee requested from the Honda and Nissan Settlements. (ECF No. 2275.)<sup>1</sup> Given the \$166,070,192 in fees and expenses awarded from the first four Settlements in the MDL, the Court logically seeks to ensure that the \$210,803,742 in fees and expenses Class Counsel have requested in connection with the Honda and Nissan Settlements does not represent duplicative or unreasonable compensation. (*Id.*) Class Counsel appreciate the opportunity to address the Court's concerns in this Fee Request Supplement. Class Counsel are accordingly providing the Court with *all* of the information it has requested in its Order requiring this Fee Request Supplement. Based on privilege, relevance, and other grounds, however, Plaintiffs' Chair Lead Counsel is respectfully requesting, in a separate motion and without opposition from Honda and Nissan, that a narrow subset of confidential information the Court has requested, namely—1) the allocation of fees among Plaintiffs' Counsel; and 2) Plaintiffs' Counsel's actual, detailed time records describing the legal work done—be submitted to the Court *ex parte*, for *in camera* review.

As this Court is well aware, this is among the largest class actions ever litigated, involving more than 60 million potential class members and affected vehicles, most of the world's leading automotive companies, and misconduct spanning almost two decades across the globe. It involves, by all accounts, the largest automotive recall in U.S. history. The immense scope of this litigation demanded—and continues to demand—an extraordinary investment of time and resources from Plaintiffs' Counsel. Twenty-eight (28) Plaintiffs' firms—spearheaded

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<sup>1</sup> Capitalized terms not defined herein have the same definitions and meanings ascribed to them in the Settlements, which have been filed with the Court. (ECF Nos. 1971-1, 2013-1, 2160, 2171.)

by the 7 firms this Court appointed —met this demand, devoting a total of more than 260,000 hours through November 2017—on a contingency basis—to this litigation over the past three years. Throughout this litigation, there was never any guarantee that any fees would be awarded, or that any of the more than \$7,000,000 in costs advanced by Class Counsel for the benefit of the Classes would be recovered. Class Counsel, moreover, will continue to devote significant time to the administration of the settlements, ensuring that proper payments are made to class members and overseeing the effective implementation of the Outreach Programs, a process that will take years.

This enormous collective effort has targeted not one defendant as in most MDLs, but rather numerous distinct Defendants. Plaintiffs’ Counsel have pursued economic loss claims against more than 7 separate automotive companies and their various subsidiaries—including Honda, Nissan, BMW, Mazda, Subaru, Toyota, and Ford—as well as Takata, which eventually filed for bankruptcy. Even though the Settlements reached with 6 of the 7 automotive companies are similar in their language and structure, the litigation that preceded and led to each of the individual Settlements—and, where the vast majority of Plaintiffs’ Counsel’s time and resources were invested—was quite distinct and non-duplicative. The prosecution of the claims against each of the different automakers has been anything but “cookie cutter” or a “carbon copy” of anything.

The separate, non-duplicative nature of the work performed to prosecute the claims against each automotive company is explained in more detail below and documented in the detailed time records Class Counsel seek to file *in camera*. Although the way in which the common-benefit work was logged in billing records precludes a precise calculation of the number of hours devoted to each automotive company, Class Counsel have developed and are

providing this Court a reliable estimate, based on a sample of time entries from the billing records.

Comparing the lodestar value of the time that Plaintiffs' Counsel devoted to this litigation, which exceeds \$121,000,000 based on current, standard billing rates charged by Plaintiffs' Counsel, with the fees awarded and requested demonstrates that Class Counsel's fee request is reasonable and fair. No matter how the Settlements are viewed—whether all six Settlements are considered together, or the Honda and Nissan Settlements are considered apart from the first four—the awarded and requested fees represent approximately a 3.6 multiple of Plaintiffs' Counsel's lodestar, squarely within the range of lodestar multiples that courts have approved as fair and reasonable in large, complicated class actions like this one. *See Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1343–44 (S.D. Fla. 2007) (observing that “lodestar multiples in large and complicated class actions range from 2.26 to 4.5”) (internal quotation marks omitted).

In evaluating Class Counsel's fee request, it is, of course, important to keep in mind the backdrop of District and Eleventh Circuit precedent. Based on its decades of experience handling class actions, this Court is well aware that, in the Eleventh Circuit, the percentage-of-fund method—as opposed to the lodestar method—must be used to award attorneys' fees from a common fund. The Eleventh Circuit made this clear more than a quarter century ago when it held: “we believe that the percentage of the fund approach is the better reasoned in a common fund case. Henceforth in this [C]ircuit, attorney's fees awarded from a common fund shall be based upon a reasonable percentage of the fund established for the benefit of the class.” *Camden I Condo., Ass'n, Inc. v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991). Accordingly, although a “lodestar cross-check” fully supports Class Counsel's requested fee here, and this Court has

every right to request the hours and total lodestar of any firms receiving part of the fee, Class Counsel respectfully submit that the fee request should ultimately be evaluated and approved on the primary, if not sole, basis that it represents a reasonable percentage of the common fund that Class Counsel's efforts created, and which reflects the extraordinary risk undertaken and results achieved—*none* of which were mandated by any government action or investigation. Otherwise, the counter-productive incentives that plague the lodestar method—which disserve the interests of the class and the courts by encouraging continued litigation for the sake of maximizing the lodestar value, as opposed to the size of the fund provided to the class, and which led the Eleventh Circuit to reject the lodestar approach and adopt the percentage-of-fund method for common-fund cases in *Camden I*—would be reintroduced. *In re Checking Account Overdraft Litigation*, 830 F. Supp.2d 1330, 1362-63 (S.D. Fla. 2011) (“The lodestar approach should not be imposed through the back door via a ‘cross-check.’ Lodestar creates an incentive to keep litigation going in order to maximize the number of hours included in the court’s lodestar calculation.”)

This Fee Request Supplement is divided into three sections, tracking the three categories of information the Court has directed Class Counsel to provide. The first section concerns the time that Plaintiffs’ Counsel invested on Plaintiffs’ claims against the six different automotive Defendants that have settled and the additional work Plaintiffs’ Counsel must perform for claims against non-settling Defendants. The second section addresses the distribution of fees from the first four Settlements. And the third section answers the questions that the Court posed to Class Counsel.

## II. SUPPLEMENTAL INFORMATION REGARDING PLAINTIFFS' COUNSEL WORK IN THE MDL.

The amount of time invested by Plaintiffs' Counsel to successfully litigate this MDL is staggering. As detailed in the accompanying exhibits, the 28 law firms, including over 200 attorneys, that comprise Plaintiffs' Counsel have devoted a total of more than 260,000 hours through November 2017—on a contingency basis—to this litigation. The total lodestar value of this work, based on standard hourly rates charged by Plaintiffs' Counsel, exceeds \$121,000,000.<sup>2</sup>

This immense effort was required by the sheer size of the action, including the millions of documents produced, the timespan of the misconduct, the number of Defendants involved, but most importantly, by the hard-fought litigation on various fronts that has taken place over the last three years. Even though Plaintiffs asserted their economic loss claims against the current automotive Defendants in a single, consolidated complaint, the actual litigation against each Defendant proceeded on distinct and independent tracks. Each Defendant, for example, identified *different* witnesses with relevant knowledge; produced *different* documents in response to Plaintiffs' discovery requests; disputed *different* aspects of Plaintiffs' discovery requests; and raised *different* arguments and defenses.

Of course, the ultimate success of Plaintiffs' claims against an automotive Defendant depended on the evidence uncovered pertaining to that particular Defendant, so separate cases were developed against *each* automotive Defendant. Plaintiffs' Chair Lead Counsel, in consultation with Co-Lead Counsel and members of the Plaintiffs' Steering Committee,

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<sup>2</sup> The blended average hourly billing rate across all firms is approximately \$466 per hour, which is consistent with rates charged and approved in similar complex class actions. *See, e.g., In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prod. Liab. Litig.*, No. MDL 2672 CRB (JSC), 2017 WL 3175924, at \*4 (N.D. Cal. July 21, 2017) ("The blended average hourly billing rate is \$462 per hour for all work performed and projected, with billing rates ranging from \$250 to \$1,650 for partners, \$185 to \$850 for associates, and \$65 to \$390 for paralegals.").

coordinated this process to reduce duplication and efficiently employ personnel and financial resources. Teams of attorneys were assigned to *each* of the automakers. These teams reviewed the documents produced by *each* automotive Defendant for relevancy and to identify witnesses for depositions. Class Counsel maintained and updated “hot” document lists of the most relevant documents to prove the liability of and damages caused by *each* automotive Defendant. And Class Counsel drafted and updated summaries of the “case” Plaintiffs had developed against *each* automaker at various stages of the litigation, with an eye towards class certification, summary judgment, and trial.

Class Counsel also deposed *different* witnesses for *each* automotive Defendant across the country. Because of the large volume of documents and the time span involved, *each* deposition required weeks of preparation by teams of attorneys, and numerous depositions were conducted in Japanese, requiring translation and additional deposition time. In total, Class Counsel have conducted 58 depositions of Defendants’ witnesses and has prepared for and defended at least 90 depositions of Class Representatives, more than half of which were Honda Class Representatives. In all, a total of 148 depositions have been taken. All of this work—*none of which was duplicative*—was necessary to successfully prosecute Plaintiffs’ economic loss claims against *each* of the seven current automotive Defendants.

Time records detailing this tremendous amount of work were submitted to Chair Lead Counsel under the Case Management Protocols that Class Counsel proposed and the Court adopted. (ECF No. 796.)<sup>3</sup> The Case Management Protocols did not require Plaintiffs’ Counsel

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<sup>3</sup> In an accompanying motion, Chair Lead Counsel has sought permission to submit these time records *in camera*, because they contain detailed information subject to attorney-client privilege and work product protections, and their disclosure at this time would impede Class Counsel’s efforts to continue prosecuting Plaintiffs’ claims against non-settling Defendants. As required in the Court’s Order (ECF No. 2275 at 2), these time records list the dates and hours worked, as

to name the specific automotive Defendant to which an activity (e.g., reviewing documents) related when logging that activity in contemporaneous billing records. As a result, many of the time entries in the submitted billing records do not include references to specific automotive Defendants, even though each activity, by necessity, related to a specific Defendant. It is not possible, therefore, to calculate the precise amount of time relating to each Defendant and each set of Settlements.

Nonetheless, Class Counsel have developed a reliable estimate of the time relating to each group of Settlements, from a sample of time entries that do happen to reference specific automotive Defendants. Based on a review of almost 6,000 hours of work included in the sample that referenced specific automotive Defendants, roughly 38% of Plaintiffs' Counsel's time was devoted to the automotive Defendants included in the first four Settlements; 48% of Plaintiffs' Counsel's time was devoted to the Honda and Nissan Defendants; and 14% of Plaintiffs' Counsel's time was devoted to non-settling Defendants, including Ford and several automotive Defendants that will be named in forthcoming consolidated complaints. Applying these percentages to the total lodestar value of Plaintiffs' time—that is, approximately \$121 million—produces the following lodestar estimates: roughly \$46.9 million for automotive Defendants covered in the first four Settlements; approximately \$58.1 million for the Honda and Nissan Defendants; and about \$16.8 million for non-settling automotive Defendants.

Relying on such estimates to confirm the reasonableness of a requested fee under the percentage-of-fund method is appropriate, because “[w]here a lodestar is merely being used as a cross-check, the court may use a rough calculation of the lodestar.” *McCulloch v. Baker Hughes*

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well as a brief description of the work, for each law firm that either received a portion of the fees awarded from the first four Settlements or is expected to receive a portion of the attorneys' fees from the Honda and Nissan Settlements.



*Inteq Drilling Fluids, Inc.*, No. 116CV00157DADJLT, 2017 WL 5665848, at \*7 (E.D. Cal. Nov. 27, 2017) (internal quotation marks omitted); *see also Kay Co. v. Equitable Prod. Co.*, 749 F. Supp.2d 455, 469-70 (S.D. W. Va. 2010) (in performing lodestar cross check court may use counsel’s estimate of hours working on case). Indeed, even in the fee-shifting context, which generally requires more precision than a “lodestar cross-check” analysis, the Supreme Court recently held that “trial courts may take into account their overall sense of a suit, and may use estimates in calculating and allocating an attorney’s time.” *Fox v. Vice*, 563 U.S. 826, 838 (2011).

Comparing the combined value of the estimated lodestar for the first six Settlements, then, with the fees awarded and requested in the first six Settlements yields a lodestar cross-check ratio or “multiplier” of 3.52. To arrive at this lodestar multiplier, Class Counsel added the fee awarded from the first four settlements (\$166,070,192) to the fee requested for the Honda and Nissan Settlements (\$210,803,742), which totals \$376,873,934, subtracted \$7 million to account for the expenses that were reimbursed from the prior award, and divided the adjusted sum (\$369,873,934) by the total estimated lodestar attributed to the six automotive Defendants covered in the Settlements (\$105 million). Likewise, the separate “lodestar cross-check” multiplier for the fee requested in the Honda and Nissan Settlements is 3.63. For the sake of clarity, the following illustration details these calculations:

Lodestar Multiplier Formula

$$\frac{\textit{Fee Award Calculated Under Percentage Of Fund Method}}{\textit{Lodestar Value of Time}} = \textit{Lodestar Multiplier}$$

All Six Settlements Together

$$\frac{\text{prior fee award} + \text{fee request} - \text{expenses}}{\text{total lodestar estimate for all six Settlements}} = 3.52 \text{ multiplier}$$

$$\frac{\$166,070,192 + \$210,803,742 - 7,000,000}{\$105,000,000} = 3.52 \text{ multiplier}$$

Honda and Nissan Settlements Alone

$$\frac{\text{fee request}}{\text{lodestar estimate for Honda and Nissan Settlements}} = 3.63 \text{ multiplier}$$

$$\frac{\$210,803,742}{\$58,100,000} = 3.63 \text{ multiplier}$$

Both of these multipliers easily fall within the range that courts, including several in this District, have approved as appropriate in complex class actions, as they account for the substantial risk of nonpayment posed by undertaking such litigation on a contingency basis. *See, e.g., In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod. Liab. Litig.*, No. MDL 2672, 2017 WL 3175924, at \*4 (N.D. Cal. July 21, 2017) (“Multipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation.”) (quoting *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 298 (N.D. Cal. 1995)); *Thorpe v. Walter Inv. Mgmt. Corp.*, No. 1:14-CV-20880-UU, 2016 WL 10518902, at \*7 (S.D. Fla. Oct. 17, 2016) (holding that a lodestar multiplier of 3.58 “is well within the range previously accepted in this district”). As Judge Altonaga noted when approving the fee award in a class action,

***[L]odestar multiples “in large and complicated class actions range from 2.26 to 4.5 while three [3] appears to be the average.” Behrens [v. Wometco Enter., Inc., 118 F.R.D. 534, 549 (S.D. Fla. 1988).] In many cases, including cases in this jurisdiction, multiples much higher than three have been approved. See, e.g., Weiss v. Mercedes-Benz of N. Amer., Inc., 899 F.Supp. 1297 (D.N.J. 1995) (multiple of 9.3 times lodestar); In re RJR Nabisco, Inc. Sec. Litig., 1992 WL 210138, Fed. Sec. L. Rep. (CCH) ¶ 96,984 (S.D.N.Y. 1992) (multiple of 6 times lodestar); Cosgrove v. Sullivan, 759***

F.Supp. 166 (S.D.N.Y. 1991) (multiple of 8.74); *Glendora Comm. Redevelopment Agency v. Demeter*, 155 Cal.App.3d 465, 202 Cal.Rptr. 389 (Cal.Ct.App.1984) (multiple of 12 times lodestar); *Grimshave v. New York Life Ins. Co.*, Case No. 96-0746-Civ-Nesbitt (S.D. Fla.) (percentage-based fee award equivalent to a multiple of 8.5).

*Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1343–44 (S.D. Fla. 2007) (emphasis added); *see also Columbus Drywall & Insulation, Inc.*, No. 1:04-cv-3066, 2012 WL 12540344, at \*5 (N.D. Ga. Oct. 26, 2012) (finding where “the requested fee would represent a multiplier of approximately [4] times lodestar, which is well within the range of approved fees,” said fee was “reasonable and customary for this sort of case”); *Ingram v. Coca-Cola Co.*, 200 F.R.D. 685, 696 (N.D. Ga. 2001) (finding that “[i]n similar [class action] cases, courts have applied multipliers that range from less than two times the reasonable time charges to more than five times the reasonable charges,” and concluding that fee with a multiplier between 2.5 and 4 of the lodestar amount was reasonable); *Mashburn v. Nat’l Healthcare, Inc.*, 684 F. Supp. 679, 703 (M.D. Ala. 1988) (“A multiplier of approximately 3.1 [in addition to reimbursement for expenses] in a national class action securities case is not unusual or unreasonable.”).

Thus, regardless of whether all six Settlements are considered together, or the fee request for the Honda and Nissan Settlements is considered separately, the result is the same: the fee requested for the Honda and Nissan Settlements is fair, reasonable, and comports with prevailing law in our Circuit.

Meanwhile, Plaintiffs’ Counsel continue to pursue Plaintiffs’ economic loss claims against non-settling automotive Defendants, including Ford and several automotive companies that will be named in forthcoming consolidated complaints. The vast majority of work that will be performed to pursue these claims will be non-duplicative of the work already performed,

because it will involve facts unique to *each* automotive Defendant. Substantial resources will be devoted, for example, to review their documents and depose their witnesses.

As to Ford, as well as the additional automakers named in forthcoming consolidated complaints, it is not possible, at this stage, to provide a reliable estimate of attorneys' fees that may be sought in connection with Plaintiffs' claims. The amount of such fees will depend on, among other things, whether any additional settlements are reached or favorable verdicts are obtained, the value of any common funds that are created for the classes, and the amount of work required to reach those results, all of which are unknown at this point. Still, on behalf of the millions of consumers who suffered economic damages as a result of the non-settling Defendants' conduct, Plaintiffs' Counsel will continue to vigorously pursue their claims against the non-settling Defendants as vigorously as we pursued the claims against the six settling Defendants. Over the past year, the 7 Court-appointed Plaintiffs' firms have collectively invested, on average, \$5.6 million worth of time—*per month*—to pursue this litigation, and we plan to continue working just as diligently and efficiently as we continue pursuing claims against the non-Settling Defendants.

### **III. DISTRIBUTION OF FEES AWARDED FROM THE FIRST FOUR SETTLEMENTS.**

Chair Lead Counsel allocated the \$166,070,192 in fees and expenses awarded from the first four Settlements in the MDL among Plaintiffs' Counsel that performed authorized common benefit work relating to the first four Settlements. To ensure that fee allocations were fair and reasonable, Chair Lead Counsel considered a number of factors. Those factors included: (i) whether the firm played a leadership role in the MDL; (ii) the risks borne by each firm in litigating these cases on a contingency fee basis; (iii) the significance of the legal work undertaken and performed by each firm in the case and ensuing settlement; (iv) the value or

benefit that each firm's legal work brought to the case and ensuing settlement; and (v) the resources, including the number of hours, that each firm dedicated to the case.

To facilitate a negotiated allocation and prevent firms from pitting themselves against each other, which often leads to disputes or collateral litigation requiring court intervention, the fee allocations made to each firm were kept confidential and are presently known *only* to Chair Lead Counsel. To avoid upsetting this balance and fostering disputes where none presently exists, and to enable Plaintiffs' Counsel to continue to work collegially and effectively for the remainder of the case, Chair Lead Counsel is requesting permission, through a separate unopposed motion accompanying this Supplement, to share the fee allocation with the Court *ex parte*, for *in camera* review.

This method of privately allocating fees in a highly complex multidistrict litigation is common and widely accepted by courts. The following are only a few, recent examples of cases where attorneys' fees were allocated privately by lead counsel:

1. *In re: Volkswagen Clean Diesel Marketing Sales Practices and Product Liability Litigation*, MDL No. 2672;
2. *In re: Checking Account Overdraft Litigation*, MDL No. 2036;
3. *In re: Managed Care Litigation*, MDL No. 1334; and
4. *In re Linerboard Antitrust Litigation*, MDL No. 1261.

As one court has noted, lead counsel's allocation of an aggregate award of attorneys' fees among the members of plaintiffs' legal team is ideally "a private matter to be handled among class counsel," because lead counsel "are better able to decide the weight and merit of each other's contributions." *In re Copley Pharm., Inc., Albuterol Prod. Liab. Litig.*, 50 F. Supp. 2d 1141, 1150 (D. Wyo. 1999). Vesting lead counsel with the discretion to craft a fair and reasonable allocation is based on the recognition that "it is virtually impossible for the Court to

determine as accurately as can the attorneys themselves the internal distribution of work, responsibility, and risk.” *In re Ampicillin Antitrust Litig.*, 81 F.R.D. 395, 400 (D.D.C. 1978).

Of course, *any* attorney rendering common benefit work who does not agree with his or her allocated fee is free to dispute that fee allocation and present the dispute to the Court. But, in the absence of an unresolved fee dispute among Plaintiffs’ Counsel—which, thus far, does not exist here—the Court should defer to Chair Lead Counsel’s assessment of each attorney’s relative contribution to the successful resolution of the class action. *See id.* (“Since it is the unanimous position of these attorneys, all of whom are able and of substantial experience, that the Court should take no part in the ultimate division of any fee awarded, and since the Court is cognizant of its own limitations in fairly estimating the work done by each attorney, the Court will defer to the attorneys’ request that the fee award be made to the Committee of Counsel as a whole, and will not inquire further into the agreement among the attorneys.”); *In re Initial Public Offering Sec. Litig.*, No. 21 MC 92(SAS), 2011 WL 2732563, at \*7 (S.D.N.Y. July 8, 2011) (MDL lead counsel’s fee allocation proposals are often afforded “substantial deference” as long as they are “fair and reasonable”).

#### **IV. ANSWERS TO THE COURT’S SPECIFIC QUESTIONS.**

##### **A. Should all attorneys’ fees requests be considered together?**

As previously explained in Section II, the fee requested for the Honda and Nissan Settlements is fair and reasonable, regardless of whether all six Settlements to date are considered together, or whether the Honda and Nissan Settlements are considered apart from the first four Settlements. The total fee requested for all six Settlements—\$376,873,934—represents 30% of the combined \$1,256,246,448 Settlement Amounts of all six Settlements, and approximately 21.8% of the \$1,725,586,448 *total value* of all six Settlements, including the value of the Customer Support Programs. Likewise, the requested fee for the Honda and Nissan

Settlements alone—\$210,803,742—represents 30% of the \$702,679,141 Settlement Amounts of the two Settlements, and approximately 21.4% of the \$984,299,141 *total value* of both Settlements, including the value of their Customer Support Programs. Whether all six Settlements are viewed together or the Honda and Nissan Settlements are considered alone, such a fee award falls squarely within the benchmark established by prevailing District and Eleventh Circuit authorities, as discussed in Plaintiffs’ Omnibus Motion for Final Approval (ECF No. 2256 at 38, 46-47), and is commensurate with Plaintiffs’ Counsel’s collective efforts, the substantial risk undertaken, and the outstanding results achieved through the Settlements.

**B. Are the six settlements to date “carbon copies” of each other?**

No, respectfully, they are not “carbon copies” of each other. Though the general structures of the Honda and Nissan Settlements are similar to the structures of the prior four Settlements, the central term of each Settlement—the Settlement Value—is different and reflects, among other things, the size of each Class and the relative strength of Plaintiffs’ case against *each* Defendant. As an example, while some automakers could assert the defense that Takata had lied to them by concealing or misrepresenting certain test results relating to the defective inflators, other automakers could not assert that defense. The availability of that defense was based on the individualized evidence developed as to *each* automaker. Even more importantly, the immense amount of work that brought each settling Defendant to the negotiating table—that is, the approximately three years of hard-fought litigation that preceded and yielded each of the Settlements—was unique to *each* Defendant and non-duplicative, as explained above. The similarity of the Settlements simply reflects that the structure of each of the Settlements was the appropriate mechanism to achieve the two primary objectives of the litigation: 1) addressing the grave safety risk that Takata’s defective airbags pose to Class Members, via innovative,

multifaceted Outreach Programs designed to motivate Class Members to bring their vehicles to dealerships to replace their defective inflators; and 2) compensating Class Members for the economic damages they suffered.

**C. Should the value of the six settlements to date be reduced by the benefits received by the public as a whole because of government action and defendants' actions that are not linked to the litigation?**

No, respectfully, they should not. The benefits of the Settlements are *not* the product of government action or Defendants' actions that are not linked to the litigation. Each of the Settlements require Honda and Nissan 1) to contribute, collectively, hundreds of millions of dollars in cash to non-reversionary common funds for cash payments to Class Members and state-of-the-art Outreach Programs to encourage Class Members to get their cars repaired; 2) to establish Rental Car/Loaner Programs obligating them to provide alternative transportation to certain Class Members; and 3) to implement Customer Support Programs that effectively provide an extended warranty for repairs and adjustments of current and replacement inflators. These benefits were *not* mandated by the National Highway Traffic Safety Administration, and Defendants were not required to undertake these binding obligations before the Settlements.

To be sure, before the Settlements, the automotive Defendants did have an obligation to recall their vehicles equipped with Takata inflators that contained non-desiccated, phase-stabilized ammonium nitrate. But the automotive Defendants were *not* required to compensate Class Members in cash for out-of-pocket expenses; they were *not* required to compensate Class Members through a residual distribution; they were *not* required to provide rental or loaner cars to any Class Members; they were *not* required to provide an extended warranty for replacement inflators or current inflators that have not been recalled; and they were *not* required to undertake the state-of-the art Outreach Program called for in the Settlements, which expressly require the



use of outreach methods that expand or go beyond methods that had previously been utilized. The Settlements introduced these binding obligations; not NHTSA, or any other government agency.

Several objectors challenge the Outreach Program, in particular, claiming that it is merely coextensive with the Defendants' NHTSA-mandated obligations. This objection is misguided and ill-informed. Federal law governing recall notifications initially obligates an automaker to mail just one recall notice to car owners. *See* 49 U.S.C. § 30119(a)-(d); 49 C.F.R. § 577.7. Federal law also empowers NHTSA, however, to require automakers to send additional notifications to car owners. *See* 49 U.S.C. § 30119(e); 49 C.F.R. §§ 577.10, 577.12. With this authority, NHTSA issued the Third Amendment to the Coordinated Remedy Order (“ACRO”) on December 9, 2016, which is included as an exhibit to and referenced in each of the six Settlements. (ECF No. 2013-1 at 81.) The ACRO effectively establishes the baseline outreach obligations of the automotive Defendants for the Takata recalls. (ECF No. 2013-1 at 103, ¶ 42.) It requires the automotive Defendants to conduct “supplemental notification efforts,” but ultimately leaves the scope and sophistication of such efforts to the discretion of each automaker, unless specifically instructed to issue a particular notification by the Independent Monitor overseeing the ACRO. (*Id.*)

The unique benefit of each Settlement's Outreach Program is that it picks up where the baseline obligations of the ACRO leave off, expressly requiring the automotive Defendants to expand or go beyond their current outreach efforts. Far from leaving outreach to the discretion of the automakers, it mandates massive funding for outreach efforts—more than \$231 million in the Honda and Nissan Settlements alone—and empowers the Settlement Special Administrator, Patrick A. Juneau, to oversee and administer a dynamic, state-of-the art program. As reflected in

Mr. Juneau's declaration, the "sole focus" of the Outreach Program "will be to increase remedy completion," which will significantly decrease the number of vehicles with dangerous Takata inflators. (ECF No. 2127-2, ¶ 4.) In short, the Outreach Program will employ advanced marketing strategies that are not currently being used in outreach efforts to motivate Class Members to bring their vehicles to dealerships for removal and replacement of the dangerous inflators, far exceeding the baseline requirements of the ACRO.

Several objectors also challenge the value of the Rental Car/Loaner Program in each Settlement. Again, however, this benefit cannot be traced to any NHTSA-mandated obligation. In fact, NHTSA's website on the Takata recalls informs the public that "Dealers and manufacturers are *not required* to provide you a loaner car, but it's a good idea to ask." NHTSA, Takata Airbags November 17, 2017, FAQ, *available at* <https://www.nhtsa.gov/recall-spotlight/takata-air-bags#takata-air-bags-faqs> (last visited Jan. 22, 2018) (emphasis added); *see also Edwards v. Ford Motor Co.*, No. 11-cv-1058, 2016 WL 1665793, at \*7 (S.D. Cal. Jan. 22, 2016) ("NHTSA only has the legal authority to order manufacturers to offer free inspection and repair, not reimbursement and warranty extension.") (quoting *Chin v. DaimlerChrysler Corp.*, 461 F. Supp. 2d 279, 292 (D.N.J. 2006)). The Rental Car/Loaner Program in each Settlement thus provides a substantial benefit to Class Members, transforming what previously was a discretionary choice by dealers into a concrete obligation of each automotive Defendant to provide rental or loaner vehicles in accordance with the terms program. Like the Outreach Program, the value Rental Car/Loaner Program is the product of Class Counsel's efforts, not government action or Defendants' actions unlinked to the litigation.

Nor can it be credibly argued that the Department of Justice's criminal investigation and eventual charges against Takata assisted the economic loss claims or provided class members

any benefits. On the contrary, those charges and Takata's eventual plea were used by the automotive Defendants as an attempted defense to the economic loss claims. Virtually all of the automotive Defendants made this argument to the Court in a Status Report dated February 23, 2017:

Takata's guilty plea significantly undermines Plaintiffs' claims against the Automotive Defendants in the economic loss class actions. The gist of those claims is that the Automotive Defendants allegedly hid a safety defect from their customers but Takata has now admitted that it concealed inflator ruptures that occurred during development testing from those very same defendants. . . . *In short, Takata's guilty plea makes the theory of Plaintiffs' case even more implausible than it already was.*

Automotive Defendants' Status Report, dated February 23, 2017 (ECF No. 1407) (emphasis added). Although the plea agreement negotiated by the Department of Justice with Takata did include a restitution component, that restitution went primarily to the *automaker Defendants*, with \$850 million to be distributed to the automaker Defendants upon the consummation of Takata's sale. *See United States v. Takata*, Case No. 16-cr-20810 (E.D. Mich.) (ECF Nos. 23 & 24) (Plea Agreement and Restitution Order). *No* restitution was allocated to the economic loss class members (and only \$125 million was ordered to be paid into a fund to compensate all existing and future personal injury and wrongful death victims, a sum the Special Master appointed by the District Court to administer the fund has described in court filings as "indisputably inadequate." *See* ECF No. 54-1.).

The combined \$984,299,141 value of the Honda and Nissan Settlements, which include the \$702,679,141 combined Settlement Amounts and the \$281,620,000 value of the Customer Support Programs, were secured through Class Counsel's exceptional efforts. The full value of these Settlements should therefore be used to calculate Class Counsel's fees under the percentage-of-fund method.

**V. CONCLUSION.**

Class Counsel have skillfully and vigorously pursued Plaintiffs' claims against Honda and Nissan for the past three years, devoting extraordinary resources on a contingency basis to the litigation. This enormous collective effort generated common funds worth almost \$1 billion in total for Honda and Nissan Class Members, through Settlements that will both compensate Class Members and address a grave public safety hazard. This exceptional result, together with massive risk undertaken, justify Class Counsel's requested fee of \$210,803,742, which comports with fees awarded or affirmed in this District and Circuit.

Dated: January 23, 2018

Respectfully submitted,

**PODHURST ORSECK, P.A.**

/s/ Peter Prieto

Peter Prieto (FBN 501492)

Aaron S. Podhurst (FBN 63606)

Stephen F. Rosenthal (FBN 131458)

John Gravante (FBN 617113)

Matthew P. Weinshall (FBN 84783)

Alissa Del Riego (FBN 99742)

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*Chair Lead Counsel for Plaintiffs*

<p><b>COLSON HICKS EIDSON</b> Lewis S. "Mike" Eidson <a href="mailto:mike@colson.com">mike@colson.com</a> Curtis Bradley Miner <a href="mailto:curt@colson.com">curt@colson.com</a> 255 Alhambra Circle, PH Coral Gables, FL 33134 T: 305-476-7400</p> <p><i>Plaintiffs' Personal Injury Track Lead Counsel</i></p>	<p><b>POWER ROGERS &amp; SMITH, P.C.</b> Todd A. Smith tsmith@prslaw.com 70 West Madison St., 55th Floor Chicago, IL 60602 T: (312) 236-9381</p> <p><i>Plaintiffs' Economic Damages Track Co-Lead Counsel</i></p>
<p><b>BOIES, SCHILLER &amp; FLEXNER LLP</b> David Boies, Esq. Motty Shulman (Fla Bar. No. 175056) 333 Main Street Armonk, NY 10504 Tel: (914) 749-8200 Fax: (914) 749-8300 Email: <a href="mailto:dboies@bsflp.com">dboies@bsflp.com</a> <a href="mailto:mshulman@bsflp.com">mshulman@bsflp.com</a></p> <p>Stephen N. Zack (Fla. Bar No. 145215) Mark J. Heise (Fla. Bar No. 771090) 100 Southeast 2nd Street, Suite 2800 Miami, FL 33131 Tel: (305) 539-8400 Fax: (305) 539-1307 Email: <a href="mailto:szack@bsflp.com">szack@bsflp.com</a> <a href="mailto:mheise@bsflp.com">mheise@bsflp.com</a></p> <p>Richard B. Drubel Jonathan R. Voegele 26 South Main Street Hanover, NH 03755 Tel: (603) 643-9090 Fax: (603) 643-9010 Email: <a href="mailto:rdrubel@bsflp.com">rdrubel@bsflp.com</a> <a href="mailto:jvoegele@bsflp.com">jvoegele@bsflp.com</a></p> <p><i>Plaintiffs' Economic Damages Track Co-Lead Counsel</i></p>	<p><b>LIEFF CABRASER HEIMANN &amp; BERNSTEIN LLP</b> Elizabeth Cabraser <a href="mailto:ecabraser@lchb.com">ecabraser@lchb.com</a> Phong-Chau Gia Nguyen <a href="mailto:pgnguyen@lchb.com">pgnguyen@lchb.com</a> 275 Battery St., Suite 3000 San Francisco, CA 94111-3339 T: 415-956-1000</p> <p>David Stellings 250 Hudson Street, 8th Floor New York, NY 10012 212-355-9500 <a href="mailto:dstellings@lchb.com">dstellings@lchb.com</a></p> <p><i>Plaintiffs' Steering Committee</i></p>

<p><b>CARELLA BYRNE CECCHI OLSTEIN BRODY &amp; AGNELLO, PC</b> James E. Cecchi <a href="mailto:jcecchi@carellabyrne.com">jcecchi@carellabyrne.com</a> 5 Becker Farm Road Roseland, NJ 07068-1739 T: 973 994-1700 f: 973 994-1744</p> <p><i>Plaintiffs' Steering Committee</i></p>	<p><b>BARON &amp; BUDD, PC</b> Roland Tellis <a href="mailto:rtellis@baronbudd.com">rtellis@baronbudd.com</a> David Fernandes <a href="mailto:dfernandes@bardonbudd.com">dfernandes@bardonbudd.com</a> Mark Pifko <a href="mailto:mpifko@baronbudd.com">mpifko@baronbudd.com</a> 15910 Ventura Blvd., Suite 1600 Encino, CA 91436 T: 818-839-2333</p> <p>J. Burton LeBlanc 9015 Bluebonnet Blvd. Baton Rouge, LA 70810 T: 225-761-6463</p> <p><i>Plaintiffs' Steering Committee</i></p>
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on January 23, 2018, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify the foregoing document is being served this day on all counsel of record via transmission of Notice of Electronic Filing generated by CM/ECF.

By: /s/ Peter Prieto  
Peter Prieto

# **EXHIBIT A**



**TAKATA AIRBAGS / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Bailey & Glasser

MONTH / YEAR: 10/01/2014 - 10/31/2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Boggs, Jon D.	P	136.20
Charonko, Kate E.	A	2.00
Johnson, Whitney A.	PL	9.80
Kessinger, Michael E.	Legal Assistant	0.20
<b>TOTALS</b>		148.20

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**Baron & Budd, P.C.****Case Time Tracking****Takata****February 2015 - October 2017**

<u>Name</u>	<u>Hours</u>
Balerio, Alexis	114.50
Benavidez, Ernest	241.45
Blunt, Adria	6.25
Burns-Lozano, Amanda	5.20
Covarrubias, Jennifer	49.65
Emeya, John	1,307.50
Engell, Fred	636.50
Fagnani, Bradley	630.70
Fernandes, David B.	2,067.00
Garcia, Ivanna	38.35
Green, Andrea	161.00
Herrera, Amanda	31.35
Hughley-Smith, Tyra	91.00
Jones, Michael	71.50
Jones, Natalie	1,565.00
Klausner, Peter	21.50
Koopersmith, Samantha	128.00
LeBlanc, J. Burton	37.00
Lipinski, Jeffrey	2,890.70
Mann, Jonas	23.70
Medina, Dylan	262.75
Miller, Isaac	214.90
Oettinger, Daniel	452.50
Okayo, Michael	2,431.00
Orozco, Pablo	662.60
Pifko, Mark	171.45
Reyna, Angela	226.15
Samovitz, Todd	3,941.20
Saw, Hyong John	570.20
Seyedfarshi, Amir	88.00
Shaffin, Ori	708.50
Shaw, Ben	1,558.80
Sherman, Alex	3,908.70
Smith, Debbie E.	268.40
Soto, Kirsten F.	227.40
Taing, Theresa	249.60
Tapia, Santana T.	34.30
Tellis, Roland	1,713.70
Thayer, James	626.50
Vadsaria, Sharmin	2,440.00
Valenti, Joseph	64.00
Vanfleet, Matthew	15.25
Yagen, Shiva	612.00
Yoo, Shelly	648.50
<b>TOTAL</b>	<b>32,214.25</b>

**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: BEASLEY ALLEN

MONTH / YEAR: Inception through October 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Gagnon, Whitney	PL	130.90
Grubb, Archie	P	320.60
Brashier, Andrew	A	85.50
H. Clay Barnett, III	P	62.10
Wilson Daniel "Dee" Miles	P	76.40
<b>TOTALS</b>		<b>675.50</b>

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**TAKATA AIRBAGS / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Berger & Montague

MONTH / YEAR: October 2014 - October 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Savett, Sherrie R. (SRS)	P	89.20
Lechtzin, Eric (EXL)	P	170.00
Paul, Russell D. (RDP)	P	219.50
Deutsch, Lawrence (LDD)	P	1.90
Parker, Phyllis M. (PMP)	P	0.50
Kahana, Peter P. (PRK)	P	1.00
Telang, Purushottan (PVT)	PL	5.00
Stein, Mark R. (MRS)	PL	6.00
York, Mary Elizabeth (EY)	PL	26.70
Ebbesen, Anne N. (ANE)	PL	3.70
Weisblatt, Roseann E. (REW)	C	0.80
Driscoll-Kidd, Genna C. (GCD)	C	6.00
<b>TOTALS</b>		<b>530.30</b>

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

**FIRM NAME: Boies Schiller Flexner LLP**

**MONTH / YEAR: February 2015 - October 2017**

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Boies, David	P	475.6
Zack, Stephen	P	1,401.0
Drubel, Richard	P	1,371.3
Shulman, Motty	P	54.5
Gant, Scott	P	27.4
Heise, Mark	P	1,445.5
Christian, Cynthia	P	1.0
McCawley, Sigrid	P	115.5
Shaw, Adam	P	27.2
Brockman, Ellen	Counsel	181.8
Altman, Jennifer	P	0.2
Ashe, Lawrence	P	1,228.0
Lee, James	P	991.6
Melville, Patricia	P	471.9
Snyder, William	A	172.1
Ulrich, Tyler	P	1,171.7
Allende, Pedro	A	516.8
Henken, Matthew	Counsel	22.5
Rivaux, Shani	P	98.8
Witte, Ryan	P	543.6
Harrison, Colleen	A	1,181.7
Schultz, Kimberly	Counsel	599.8
Beyda, Andrew	A	367.1
Kaplan, Aryeh	A	139.0
Zack, Jason	A	1,950.8
Voegele, Jonathan	A	1,554.6
Freedman, Devin	A	11.5
Infante, Kristina	A	430.6
Boies, Alexander	A	649.1
Garcia-Pedrosa, David	A	512.3
Cohen-Bebchik, Fabiana	A	13.0
Ona, Katerina	A	248.3
Goodstone, Alexandra	Staff Att	1,809.9
Grignon, Stephanie	Staff Att	1,338.2
Mastrogiovanni, Joseph	Staff Att	1,914.1
Smith, Kailee	Staff Att	2,886.9
Williams, Richard	Staff Att	2,988.1
Hayes, Breanna	Staff Att	92.5

Pluskal, Andrew	Staff Att	40.0
Arborn, Christopher	PL	72.0
Rodriguez, Theresa	PL	18.4
Wikel, Judy	PL	6.2
Largi, Diane	PL	1.5
Fraser, Ann	PL	300.4
Lafave, Satomi	PL	525.4
Sotomayor, Natalie	PL	30.1
Sugi, Eiko	PL	865.8
Lugo, Silvia	PL	373.6
Moat, Kae	PL	990.1
Newton, Thomas	PL	3.0
Edward, Jennifer	PL	1.0
<b>TOTALS</b>		<b>32,233.0</b>

**Status:** P = Partner A = Associate PL = Paralegal LC = Law C

**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Cafferty Clobes Meriwether & Sprengel LLP

MONTH / YEAR: Inception through October 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Tucker, Kelly		53.00
Tucker, Kelly	A	4.40
Fata, Anthony	P	0.30
Clobes, Bryan		60.10
Clobes, Bryan		186.40
Clobes, Bryan	P	17.30
Herrera, Daniel	A	0.40
Herrera, Daniel		6.00
Herrera, Daniel		2.10
Stewart, Avis	PL	2.40
Cafferty, Patrick		3.70
Cafferty, Patrick	P	0.50
McDonald, Kelly	PL	25.80
Tourek, Chris	A	0.60
		0.00
		0.00
		0.00
		0.00
<b>TOTALS</b>		363.00

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Carella, Byrne, Cecchi, Olstein, Brody & Agnello

MONTH / YEAR: February 2015 to October 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Cecchi, James	P	1,755.70
A. Richard Ross	P	1,806.20
Bartlett, Caroline	P	1,015.60
Gilfillan, David	P	1,169.70
Taylor, Lindsey	P	89.90
Agnello, John	P	5.60
Bower, Zach	A	1,454.50
Ecklund, Donald	A	378.60
Innes, Michael	A	4.70
Fonte, Francesca	C	717.50
Chopra, Shaija	C	922.50
Yusufov, Alan	C	1,738.30
Marotta, Greg	C	1,355.00
Monchik Goldman, Allison	C	1,601.70
Tempesta, Laura	PL	259.60
Falduto, Jeffrey	PL	163.70
Rago, Mary Ellen	PL	26.00
Schiavone, Ronald	LC	258.60
Stephens, Jeremy	LC	22.00
Lillie, Raymond	A	85.00
Buggy, Christopher	A	1.90
O'Brien, James	A	170.60
Martinez, Kelly	PL	7.00
Linares, Eric	PL	22.00
Menjivar, Jennifer	LC	69.00
Aromando, Stephanie	LC	43.60
Gildea, Anna	LC	69.00
Pierson, Tyler	LC	6.60
Heitmann, Michael	LC	13.50
Meehan, Amanda	LC	2.20
Utkewicz, Katlynn	PL	3.70
<b>TOTAL</b>		<b>15,690.70</b>

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract



**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Colson Hicks Eidson

MONTH / YEAR: 2/1/2015-10/31/2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Miner, Curtis	P	2342.50
Eidson, Mike	P	185.85
Casey, Stephanie	A	565.50
Friedman, Lindsey L.	A	17.3
Rico, Natalie	A	1210.85
Brown, Latoya	A	1680.54
Bado, Kristina	C	4396.60
Seieh, Sabrina	C	2398.81
Avcar, Cevdet	C	1362.00
Elayan-Martinez, Aziza	C	167.70
Roberto, Michelle	PL	701.00
Silverman, Barbara	P	3.30
Mendoza, Enid	P	5.25
Kamberger, Markus	C	2038.00
Brown, Glaister	C	1672.00
Parales, Julio	C	978.90
Lapin, Corey	C	1790.90
Rutman, Seth	C	985.25
Torres, Amanda	C	621.95
Steiner, Angela	C	291.30
Campos, Mario	C	16.00
Iacano, Jill	PL	236.50
<b>TOTALS</b>		<b>23668.00</b>

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

IN RE TAKATA AIRBAG / MDL # 2599

**TIME SUMMARY REPORT**

FIRM NAME: The Dudenhefer Law Firm, L.L.C.

MONTH / YEAR: Inception (Feb 5, 2015) - May 31, 2015

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Frank C. Dudenhefer, Jr.	P	2.00
<b>TOTALS</b>		2.00

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Frankowski Law

MONTH / YEAR: November 2014 - October 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Frankowski, Richard		80.90
Tanner, Curt		45.30
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>TOTALS</b>		126.20

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

IN RE TAKATA AIRBAG / MDL # 2599

**TIME SUMMARY REPORT**

FIRM NAME: Goldberg Law PC (Michael Goldberg)

MONTH / YEAR: February 2015 - November 2015

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Goldberg, Michael	P	20.70
<b>TOTALS</b>		20.70

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

<b><u>TAKATA AIRBAGS / MDL # 2599</u></b>	
<b><u>TIME SUMMARY REPORT</u></b>	
FIRM NAME: Golomb & Honik	
MONTH / YEAR: October 2014 - October 2017	
<b>Last Name, First Name</b>	<b>Cumulative Hours To Date</b>
Grunfeld, Kenneth	89.20
<b>TOTALS</b>	89.20

Status: P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**TIME SUMMARY REPORT**

FIRM NAME: Hagen Berman Sobol Shapiro LLP

MONTH / YEAR: December 2015; Sept. - Dec. 2016; Jan. - Oct. 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Loeser, Tom	P	8.80
Freeman, Rachel	A	330.10
Smith, Shelby	A	9.00
Albert, Gregory	A	1.80
Moore, Audrey	PL	40.30
Haegle, Robert	PL	1.30
Bilek, Megan	PL	0.80
Carey, Rob	P	0.90
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>TOTALS</b>		393.00

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**TIME SUMMARY REPORT**

FIRM NAME: LAW OFFICES OF THOMAS D. HAKLAR

MONTH / YEAR: FEBRUARY 2015 - AUGUST 31, 2015

<b>Last Name, First Name</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Cumulative Hours To Date</b>
HAKLAR, THOMAS	P	\$500.00	90.50
<b>TOTALS</b>			90.50

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Kessler Topaz Meltzer & Check, LLP

MONTH / YEAR: Inception through October 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Amjed, Naumon	P	0.40
Barlieb, Ethan	A	249.30
Ciolko, Edward	P	106.80
Graden, Tyler	A	10.30
Gertner, Abigail	A	0.50
Maro, James	P	39.10
Ehm, Tiffany	PL	1.40
Moffo, Deborah	PL	1.20
Molina, Henry	PL	2.00
Muchnick, Ron	PL	32.10
Muhic, Peter	P	141.30
Swerdloff, Julie	A	743.90
Topaz, Marc	P	0.50
Ware, Jason	A	16.40
Farrell, Theresa	C	4000.50
Grenier, Dominique	C	4145.00
Meltzer, Joseph	P	2.70
		0.00
<b>TOTALS</b>		<b>9493.40</b>

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract



<b><u>TAKATA AIRBAGS / MDL # 2599</u></b>		
<b><u>TIME SUMMARY REPORT</u></b>		
FIRM NAME: Knowles Law Firm		
MONTH / YEAR: 10/2014 - 8/2015		
<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Turkewitz, Robert	P	52.80
<b>TOTALS</b>		52.80

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**TIME SUMMARY REPORT**

FIRM NAME: Kozyak Tropin Throckmorton

MONTH / YEAR: April 2015 - October 2017

Last Name, First Name	Status	Cumulative Hours To Date
Lopez-Castro, Cori	P	85.60
Slater, James	A	3.70
Crespo, Janelly	LC	82.00
Lafond, Farola	PL	4.50
McQuilkin, Gail	P	533.30
Lorigas, Michael	LC	52.70
Moskowitz, Adam	P	143.50
Neary, Robert	A	59.40
Rosendor, David	P	24.70
Samole, David	P	201.30
Lifshitz, Tal	A	250.10
Vazquez, Teresa	A	139.60
Ronzetti, Tucker	P	10.60
Tropin, Harley	P	22.50
Sutherland, Bryan	C	990.00
Stroman, Evan	C	568.10
Dattini, Marco	C	4599.70
Ferrell, Kenosha	C	2283.50
Cole, Chauncey	A	154.80
Kubs, Mindy	A	50.20
Gomez, Stephanie	A	36.40
Alami, Yazen	A	820.00
Castro, Yamile	PL	33.40
Fernandez, Brian	C	
<b>TOTALS</b>		11116.20

Status: P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**TIME SUMMARY REPORT**

FIRM NAME: LABATON SUCHAROW LLP

MONTH / YEAR: February 2015 - October 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Alex, Martis	P	201.70
Stocker, Michael	P	2.70
Leathers, Daniel	A	319.00
Morrison, B.	A	257.50
Gottlieb, Eric	A	1.00
Kaplan, Barry	C	89.20
Gill, Cynthia	C	4,103.10
Smith, Thomas	C	587.20
Schulman, Betsy	C	3,935.60
Saad, Jason	C	26.60
Pontrelli, Jerome	I	8.50
Howard, B.	I	0.10
Redman, Stacy	PL	109.50
Mundo, Shella	PL	0.00
Molloy, Matthew	PL	84.70
Auer, S.	PL	5.90
Viczian, R.	PL	1.60
<b>TOTALS</b>		<b>9,733.90</b>

**Status:** P = Partner A = Associate I=Investigator PL = Paralegal LC = Law Clerk C = Contract

**TAKATA AIRBAGS / MDL # 2599**

**TIME SUMMARY REPORT**

**FIRM NAME: LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP**

**MONTH / YEAR: Inception through October 2017**

<b>Name</b>	<b>Cum. Hrs</b>
ELIZABETH CABRASER (P)	480.00
STEVEN FINEMAN (P)	1.30
JONATHAN SELBIN (P)	0.40
DAVID STELLINGS (P)	1,270.40
MONICA ALCAZAR (PL)	0.40
ROBERTO ALONSO (C )	112.00
PATRICK ANDREWS (LC)	5.00
RICHARD ANTHONY (PL)	61.30
NIKKI BELUSHKO BARROWS (PL)	24.30
JENNIFER BOND (C )	20.00
HEATHER BOURNE (C )	1,282.80
PEYTON BUDD (LC)	12.30
KEVIN BUDNER (A)	0.20
TRINITY BRODI (PL)	200.70
TODD CARNAM (PL)	23.40
LIN CHAN (P)	0.10
VICTORIA CHINN (C )	30.50
NIMISH DESAI (P)	1,504.40
REBECCA DODD (PL)	0.90
KIRTI DUGAR (PL)	14.00
CRYSTAL FU (C )	320.00
RACHEL GEMAN (P)	0.80
AARON GIRON (A)	693.80
NINA GLIOZZO (PL)	1.70
KELLY GRALEWSKI (A)	753.00
JUN HAN (A)	1,384.00
LAURA HEIMAN (A)	453.60
JAMES HERD (A)	1,267.50
BENJAMIN ISLAS (C )	1,330.90
DENNY KIM (A)	852.00
HYUNJUNG KIM (C )	1,313.00
JASON KIM (C )	4,186.40
TAE KIM (C )	1,464.00

**TAKATA AIRBAGS / MDL # 2599**

**TIME SUMMARY REPORT**

**FIRM NAME: LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP**

**MONTH / YEAR: Inception through October 2017**

<b>Name</b>	<b>Cum. Hrs</b>
GEN KIMURA (C )	1,329.50
JEONG LEE (C )	1,241.90
DIAMOND LEWIS (PL)	29.10
JASON LICHTMAN (P)	35.30
COLEEN LIEBMANN (C )	568.80
TRACY LIM (PL)	1.00
SHARON LIU (C )	39.00
ZACHARY LLOYD (A)	977.00
SARAH LONDON (P)	0.40
CHRISTOPHER MCLAMB (C )	37.30
JESSICA MELSTER (PL)	3.00
SOEURETTE MICHEL (C )	1.10
SCOTT MILORO (C )	3,659.70
JAROBI MOORHEAD (PL)	9.00
NORIKO MOTEGI (C )	1,299.50
RENEE MUKHERJI (PL)	6.00
MARIO NGUYEN (LC)	8.90
PHONG-CHAU NGUYEN (A)	220.70
LEONARD NOMURA (C )	1,304.00
LEAH NUTTING (C )	3,964.00
KRISTIN ORSLAND (PL)	4.10
PAMELA OWENS (C )	1,081.00
JAE PARK (C )	248.30
DAVID PETERS (C )	946.10
PAIGE PULLEY (C )	68.50
PETER ROOS (C )	3,965.50
SUZANNE SCHILLMOELLER (C )	1,229.10
DONNA SOLEN (C )	38.00
SHERRI SONG (C )	1,392.00
RYAN STURTEVANT (C )	1,297.70
JACK SUNG (C )	1,451.00

**TAKATA AIRBAGS / MDL # 2599**

**TIME SUMMARY REPORT**

**FIRM NAME: LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP**

**MONTH / YEAR: Inception through October 2017**

<b>Name</b>	<b>Cum. Hrs</b>
TOM TANAKA ( C )	78.00
RICHARD TEXIER (PL)	4.10
BRIAN TROXEL (PL)	1.20
OLIVIA VETESI (A)	2,092.30
TODD WALBURG (P)	34.30
GREGORY WASKIEWICZ (PL)	10.00
GAIL WILLIAMS (C )	1,040.00
SESEN YEHDEGO (PL)	1.00
CHRISTINA YU (C )	974.10
<b>TOTAL</b>	<b>49,756.60</b>

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

<b>IN RE TAKATA AIRBAG / MDL # 2599</b>		
<b>TIME SUMMARY REPORT</b>		
FIRM NAME: Minami Tamaki LLP		
MONTH / YEAR: February 2015 - October 2017		
<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Lee, Jack	P	37.10
Liang, Aron	A	16.20
Tamura-Sato, Sean	P	8.70
Patricia Davila	PL	1.90
Clara Parker	PL	0.20
Li, Shan	PL	6.90
<b>TOTALS</b>		<b>71.00</b>

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract





**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: **PODHURST ORSECK**

MONTH / YEAR: Inception through October 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Altman, Roy	P	5.00
Levy, Nathalie Bigio	A	4518.90
Campos, Oscar	LC	54.50
Canic, Dimitrije	LC	127.20
Clavelo, Tailyn	C	1258.50
Del Riego, Alissa	A	2036.70
Donner, Jeffrey	A	355.70
Franca, Edward	LC	175.70
Gill, Alex	LC	2.20
Gravante, John	P	2731.00
Jarrett, Bradley	LC	14.40
Jordan, Jamar	C	1518.30
Josefsberg, Robert	P	3.60
Kauffmann, Ana	C	1006.90
Lauck, Lisa	A	11.20
Lawson, Michelle	PL	5101.40
Levine, Justin	LC	65.50
Feurtado-Padron, Annette	PL	2376.30
Pell, Stephanie	C	2876.50
Podhurst, Aaron	P	623.50
Prieto, Peter	P	3703.90
Rasco, Joshua	C	456.60
Rodriguez, Sandra	PL	44.60
Rosenthal, Stephen	P	63.80
Roth, Megan	LC	59.60
Roth, Megan	LC	138.20
Sherr, Elise	LC	191.60
Spulak, Matthew	C	3404.30
Tavares-Finson, Victoria	C	2073.50
Trueba, Monica	LC	15.50
Visca, Robert	LC	4.80
Wahab, Chafic	C	3178.70
Weinshall, Matthew	A	3047.80
<b>TOTALS</b>		41245.90

**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Power Rogers & Smith

Inception through October 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Smith, Todd A.	P	3474.35
Power Jr. Joseph A.	P	2.08
LaCien, Brian	A	2049.60
Daley Scott, Carolyn	A	4685.40
Thomas, Jonathan	A	14.75
Conway, Kathryn	A	10.00
Boren, Alix	A	3556.60
Torres, Lillian	A	3737.60
Young, Natalie	A	3627.90
O'Neill, Michael	A	2055.00
Laica, Kimberley	A	1906.90
Carroll, Jessica	A	2777.60
Robinson, Robert	A	253.10
Barcelo, Kathy	A	1347.60
Quinlan, Jennifer	PL	14.50
Symanski, Donna	PL	24.40
Meyers, Jessica	LC	7.50
Ensign, Kurt	LC	11.60
Legorreta, Loren M.	LC	20.00
<b>TOTALS</b>		29576.48

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Scott + Scott Attorneys at Law, LLP

MONTH / YEAR: Inception through May 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Scott, Daryl	P	1.50
Scott, David R.	P	7.30
Chris Burke	P	0.30
Joseph Guglielmo	P	108.70
Erin Comite	P	8.00
Mike Burnett	P	12.00
Stephen Teti	A	158.60
Ryan Wagenleitner	A	2.20
Joseph D. Cohen	C	41.40
Ellen DeWan	PL	12.40
Kimberly Jager	PL	61.80
Gail Sanchez	PL	3.50
Ann Slaughter	PL	5.40
Tamar Pacht	PL	9.50
<b>TOTALS</b>		432.60

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

IN RE TAKATA AIRBAG / MDL # 2599

**TIME SUMMARY REPORT**

FIRM NAME: Shekarchi Law

Date: February 2015 - July 31, 2015

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Shekarchi, K. Joseph	P	6.00
Shekarchi, Mary B.	P	9.10
<b>TOTALS</b>		15.10

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**TAKATA AIRBAGS / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Slavik Law Firm, LLC

MONTH / YEAR: Feb. - Oct. 2015; Sept. Dec. 2016; March - May 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Slavik, Donald	P	402.20
Judge, Nicole	A	477.40
Davenport, Courtney	A	2353.75
<b>TOTALS</b>		3233.35

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<b><u>IN RE TAKATA AIRBAG / MDL # 2599</u></b>		
<b><u>TIME SUMMARY REPORT</u></b>		
FIRM NAME: Thornton Law Firm		
MONTH / YEAR: Feb. 2015 - Dec. 2016		
<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Kinder, Jotham	A	15.00
Bradley, Garrett	P	40.20
Freer, Brian	A	2.30
<b>TOTALS</b>		57.50

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<b><u>TAKATA AIRBAGS / MDL # 2599</u></b>		
<b><u>TIME SUMMARY REPORT</u></b>		
FIRM NAME: The Wilner Firm, P.A.		
MONTH / YEAR: February 5, 2015 through October 31, 2017		
<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Lantinberg, Richard	P	6.70
Miller, Karen	PL	6.50
<b>TOTALS</b>		13.20

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract

**IN RE TAKATA AIRBAG / MDL # 2599**

**TIME SUMMARY REPORT**

FIRM NAME: Wolf Haldenstein Adler Freeman & Herz LLP

MONTH / YEAR: Feb. 5, 2015 - Oct. 31, 2017

<b>Last Name, First Name</b>	<b>Status</b>	<b>Cumulative Hours To Date</b>
Bell, Theodore	OC	6.50
Breen, Stacey Kelly	P	2.20
Brown, Malcolm	P	20.60
Cirigliano, James	PL	0.50
Gill, Jillaine	PL	0.10
Gregorek, Frank	P	0.20
Kolker, Larence	P	107.10
Krasner, Daniel	P	24.60
Malmstrom, Carl	A	22.30
Nespole, Gregory	P	10.00
Pollack, Janine	P	21.10
Rickert, Rachele	P	9.00
Schmidt, Alexander	P	127.20
Smith, Jeffrey	P	0.20
<b>TOTALS</b>		<b>351.60</b>

**Status:** P = Partner A = Associate PL = Paralegal LC = Law Clerk C = Contract