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Attorneys for Plaintiffs

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**

17
18 ALI ASGHARI, DANIEL TRAN,
19 YUNG KIM, ARA DERSARKISSIAN,
20 and KATRINA NOBLE individually, and
21 on behalf of a class of similarly situated
22 individuals,

Plaintiffs,

23 vs.

24 VOLKSWAGEN GROUP OF
25 AMERICA, INC., VOLKSWAGEN AG,
26 AND AUDI AG,

Defendants.

Case No.: CV13-02529-MMM-(JEMx)

CLASS ACTION

Hon. Margaret M. Morrow

DECLARATION OF PAYAM SHAHIAN IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, EXPENSES, AND COSTS

Date: May 4, 2015
Time: 10:00 am
Place: Courtroom 780

Complaint Filed: May 1, 2012
Trial Date: None set

DECLARATION OF PAYAM SHAHIAN

I, Payam Shahian, declare:

1. I am an attorney admitted to the Bar of the State of California and the United States District Court, Central District of California. I am a Shareholder of Strategic Legal Practices, APC (“Strategic”), counsel of record for Plaintiffs Ali Asghari, Daniel Tran, and Katrina Noble in the above-captioned matter. My knowledge of the information and events described herein derives from a combination of my personal knowledge and a careful review of the file, relevant court records and communications with other Plaintiffs counsel, and if called as a witness, I could and would competently testify thereto. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Application for Attorneys’ Fees, Expenses, and Costs.

Payam Shahian

2. I graduated *cum laude* from UCLA in 2000 and then attended the University of California, Hastings College of the Law, from which I graduated in 2003.

3. Between 2004 and 2007, I worked at Bowman & Brooke LLP, a national defense firm where I primarily represented Ford Motor Company in over 150 consumer warranty cases.

4. Since 2007, I have represented both consumers and employees in over 50 class action matters.

5. In 2007, I joined a plaintiff class action firm, and in 2010, I established Strategic. Our practice focuses on class action and individual breach of warranty cases. As the firm’s most senior attorneys, I, along with my of-counsel, Gregory Yu, are primarily responsible for handling the firm’s class action practice, while the firm’s more junior attorneys primarily handle individual breach-of-warranty matters.

6. Since 2010, Strategic has achieved final approval on behalf of hundreds of thousands of consumers in six separate nationwide consumer class action settlements involving vehicle defects. (*See infra* ¶ 9.)

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1 7. I have successfully certified class actions where certification was
2 contested. In *Keegan et al. v. American Honda Motor Co., Inc.*, 284 F.R.D. 504 (C.D.
3 Cal. June 12, 2012), I, along with co-counsel, helped certify a multi-state class of owners
4 and lessees of 2006-2007 Honda Civics and 2006-2008 Honda Civic Hybrids with
5 defective rear suspensions. In addition to certifying various causes of action, based on
6 my personal research, *Keegan* was the first case in which an implied warranty cause of
7 action under the Song-Beverly Act was certified. In *Mazza v. Am. Honda Motor Co.,*
8 *Inc.* (C.D. Cal., Case No. 07-07857 C.D. Cal.), as one of the lead attorneys in the case, I
9 helped certify a nationwide class of Acura owners alleging, *inter alia*, violations of
10 California’s Unfair Competition Law and the Consumer Legal Remedies Act in
11 connection with allegations that Honda failed to disclose, pre-purchase, material
12 information about the braking system to the class members. *Mazza v. Am. Honda Motor*
13 *Co., Inc.*, 254 F.R.D. 610 (2008), *vac’d* by *Mazza v. Am. Honda Motor Co., Inc.*, 666
14 F.3d 581 (9th Cir. 2012); *but see Yamada v. Nobel Biocare Holding AG*, Case No. 10-
15 04849, Dkt. No. 144, 3 (C.D. Cal. Aug. 31, 2012) (noting that “the Court agrees with the
16 *Mazza* dissent,” and holding that application of California law to the nationwide class
17 was proper). *See also In Re Pom Wonderful LLC Marketing And Sales Practices*
18 *Litigation*, 2012 WL 4490860 (C.D. Cal. 2012) (applying California law to the
19 nationwide class). At the time, based on my personal research, *Mazza* was one of the
20 first two cases to have successfully certified UCL and CLRA claims on behalf of a
21 nationwide class. In *Clymer v. Candle Acquisition Co.*, Case No. BC328765 (L.A.
22 Super. Ct. 2009), after a successful appeal, plaintiffs’ certification motion was granted as
23 to wage statement violations under California Labor Code section 226 and California
24 Business and Professions Code sections 17200 *et seq.*

25 8. I also have experience in appellate practice, allowing me to fully litigate
26 any consumer class actions while preserving the continuity that is established at the trial
27 court level. *See Aberdeen v. Toyota Motor Sales, U.S.A., Inc.*, 422 Fed. Appx. 617 (9th
28 Cir. 2011) (affirming in part and reversing in part district court’s denial of class

1 certification where plaintiff alleged Toyota failed to disclose the real-world fuel
2 economy of the Prius); *Price v. Automobile Club of Southern California*, 2010 WL
3 2028529 (2010) (ruling that the lower court erred when sustaining defendant's demurrer
4 without leave to amend in putative class action alleging violations of Labor Code statutes
5 and unfair competition); *Khani v. Ford Motor Company*, 215 Cal. App. 4th 916 (April 2,
6 2013) (reversing trial court's order, which had disqualified me and my law firm,
7 Strategic, from representing Mr. Khani in a consumer warranty case because I formerly
8 represented Ford).

9 9. As class counsel, I have achieved final approval on behalf of hundreds of
10 thousands of class members nationwide. *See, e.g., Aarons, et al. v. BMW of North*
11 *America, LLC*, Case No. 11-7667, Dkt. No. 152 (C.D. Cal. April 29, 2014) (along with
12 co-class counsel achieved nationwide settlement on behalf of consumer of certain MINI
13 vehicles for alleged transmission defect); *Keegan et al. v. American Honda Motor Co,*
14 *Inc.*, Case No. 10-09508, Dkt. No. 171 (C.D. Cal. Jan. 21, 2014) (along with co-class
15 counsel achieved a nationwide settlement on behalf of consumers of certain Honda
16 Civics for alleged rear suspension defect); *Kennedy-Lebar, et al. v. Volkswagen Group*
17 *of America, Inc.*, Case No. 10-05126, Dkt. No. 100 (D.N.J. 2013) (along with co-class
18 counsel achieved a nationwide settlement on behalf of consumers of certain Audi
19 vehicles for alleged headlight defect); *Sadowska, et al. v. Volkswagen Group of America,*
20 *Inc.*, Case No. 11-00665, Dkt. No. 127 (C.D. Cal. 2013) (along with co-class counsel
21 achieved a nationwide settlement on behalf of approximately 64,000 consumers of
22 certain Audi vehicles for alleged transmission defect); *In re Mini Windshield Actions*
23 *(Ehrlich v. BMW)*, Case No. 10-01151, Dkt. No. 94 (C.D. Cal. 2012) (along with co-
24 class counsel achieved a nationwide class action settlement on behalf of consumers of
25 MINI Coopers for alleged windshield defects); *Marsikian, et al. v. Mercedes-Benz USA,*
26 *LLC*, Case No. 08-04876, Dkt. No. 125 (C.D. Cal. 2010) (nationwide class action
27 settlement involving over a 100,000 vehicles with an alleged water leak defect); *Tahmasi*
28 *v. 3 Day Suit Broker, Inc.*, Case No. BC469792 (Los Angeles Sup. Ct. 2013) (wage and

1 hour class action settlement on behalf of hourly employees of 3 Day Suit Broker for
2 alleged wage and hour violations).

3 **Overview of the Litigation**

4 10. Strategic, along with co-counsel, thoroughly investigated and litigated this
5 case. The other Plaintiff’s counsel in this matter have also submitted declarations
6 supporting their class action and/or automotive litigation experience.

7 11. On May 1, 2012, Plaintiff Ali Asghari brought this putative class action in
8 the Northern District of California against Defendants Volkswagen Group of America,
9 Inc. (“VWGoA”), Volkswagen AG, and Audi AG (collectively, “Defendants”). (Dck.
10 No. 1.) In the First Amended Complaint, Plaintiff joined additional plaintiffs and sought
11 relief on behalf of a nationwide class of current and former owners and lessees of certain
12 Volkswagen and Audi vehicles. Specifically, Plaintiffs alleged that the subject vehicles
13 contained one or more alleged engine defects that cause them to burn off and/or
14 consume abnormally high amounts of oil. (Dck. No. 17.)

15 12. This case began with several rounds of motion practice. On October 3,
16 2012, VWGoA filed a motion to transfer the *Asghari* action to the Central District of
17 California, which the *Asghari* Plaintiffs opposed. (Dkt. Nos. 23 & 33.) After full
18 briefing, on March 26, 2013, the Honorable Claudia Wilken transferred the *Asghari*
19 action to the Central District of California. (Dkt. No. 62.) Also transferred from the
20 Northern District in connection with another motion to transfer was a related action, *Kim*
21 *v. Volkswagen Group of America, Inc., et al.*, 2:13-CV-02527-MMVBKx, which was
22 filed in Superior Court for the State of California for the County of Alameda in February
23 2012, and removed to the Northern District of California in March 2012, alleging similar
24 claims as the *Asghari* action. (*Id.*)

25 13. In addition to the motions to transfer, Defendants moved separately to
26 dismiss the *Asghari* and *Kim* actions. Although Defendants motion to dismiss the
27 *Asghari* complaint was only partially granted on November 4, 2013 (*Asghari* Dkt. No.
28

1 121),¹ its motion to dismiss the claims in *Kim* was granted in its entirety on July 30, 2013
2 (*Kim* Dkt. No. 71).

3 14. However, prior to entering final orders in the *Asghari* and *Kim* actions, the
4 Court at the July 29, 2013 hearing on the motion to dismiss directed the *Asghari*
5 Plaintiffs to confer with counsel for *Kim* and Defendants and recommended adding
6 Plaintiff Kim to the *Asghari* action. (Dkt. No. 110.) After meeting and conferring on the
7 matter and following the Court's motion to dismiss order, on November 25, 2013,
8 Plaintiffs in the *Asghari* action filed their Second Amended Complaint by, among other
9 things, adding Yung Kim as a plaintiff to the *Asghari* action and revising their class
10 definition. (Dkt. No. 123.)

11 15. On September 30, 2013, Plaintiffs in the *Ara Dersarkissian* action filed a
12 separate complaint against Defendant Volkswagen Group of America in the Superior
13 Court of California, Los Angeles County, Case No. BC522967. Following Defendant's
14 timely removal of the action and the filing of a Notice of Related Case relating the
15 *Dersarkissian* action and the *Asghari* action, the *Dersarkissian* Plaintiffs, after meeting
16 and conferring with Plaintiffs' counsel in the *Asghari* action, dismissed their case, and
17 Plaintiff Dersarkissian was added to the *Asghari* action through a Third Amended
18 Complaint. (See *Dersarkissian* Dkt. Nos. 14 & 15; *Asghari* Dkt. Nos. 132 & 133.)

19 16. Following the Parties' agreement to settle this matter as described further
20 below, for the purposes of settlement, the Parties stipulated to filing a Fourth Amended
21 Complaint, which this court granted on July 17, 2014. (*Asghari* Dkt. No. 144.)²

22
23 ¹ The Court tentatively denied in part and granted in part the motion to dismiss in
24 *Asghari* at the hearing on July 29, 2013, but did not issue its final order until November
4, 2013.

25 ² The Settlement Agreement designates *Asghari* Plaintiffs' counsel, Strategic and
26 Capstone Law APC ("Capstone"), to be "Lead Class Counsel." (Settlement Agreement,
27 § I.F.) All counsel for Plaintiffs, consisting of Strategic, Capstone, Diversity Law
28 Group, P.C., Law Office of Choi & Associates, Eco Tech Law Group, P.C., and the Law
Office of Hovanes Margarian, are designated to be Class Counsel under the Settlement.
(*Id.* § I.Q.) These terms reflect the Parties' recognition that Strategic and Capstone
assumed a leadership role in the action by being primarily responsible for developing the

Plaintiffs’ Considerable Investigation and Discovery

17. Both prior to and after the filing of these actions, Plaintiffs counsel thoroughly investigated and litigated this case. Among other things, Plaintiffs’ counsel fielded inquiries from prospective Class Members; consulted and retained automotive experts; researched publicly available materials and information provided by the National Highway Traffic Safety Administration (“NHTSA”) concerning consumer complaints about the oil consumption issues; reviewed and researched consumer complaints and discussions of the oil consumption defect in articles and forums online; reviewed manuals and technical service bulletins; conducted research into various causes of actions; and drafted three oppositions to motions to dismiss and two oppositions to motions to transfer.

18. Plaintiffs’ counsel also propounded discovery on Defendants. In response, Defendants produced over 80,000 lines of warranty claims data in an Excel spreadsheet and over 100,000 pages of documents, including: owners’ manuals, maintenance and warranty manuals, design documents (*e.g.*, technical drawings), VIN Decoders, technical service bulletins, field reports, customer comments detail reports, and other documents.

19. In addition to reviewing Defendants’ documents, Plaintiffs counsel also conducted their own testing which included, among other things, hiring of experts, purchasing of an exemplar Class Vehicle for expert analysis, and conducting extensive testing regarding the alleged oil consumption defect, which allowed Plaintiffs’ counsel to evaluate Defendants’ representations concerning the alleged excessive oil consumption issue and repair solutions. Finally, Plaintiffs prepared for and took the deposition of Defendants’ Rule 30(b)(6) corporate representative in New York, further confirming that the Settlement is fair and reasonable.

theory of the case, directing the investigation, retaining experts, propounding and reviewing discovery, and negotiating the settlement on behalf of the Plaintiffs and all prospective Settlement Class Members.

The Parties' Protracted Arm's-Length Settlement Negotiations

20. The proposed Settlement was the culmination of protracted discussions between the Parties, extensive consultation with their experts, discovery, and thorough analysis of the pertinent facts and law in this case.

21. Plaintiffs' counsel initially discussed the potential resolution of this matter when they met in person in New York in advance of their July 29, 2013 Rule 26 conference to discuss Plaintiffs' discovery requests and other related issues.³ That meeting did not result in a resolution, and the Parties continued to litigate this matter.

22. The Parties began substantive settlement negotiations following the Court's tentative ruling at the July 29, 2013 motion to dismiss hearing, denying in material parts Defendants' Motion to Dismiss Plaintiffs' complaint in this action. To that end, the Parties met in New Jersey in October 2013 and had numerous follow-up telephone conferences in the following months to discuss the contours of a potential settlement. During these negotiations, the Parties advocated their positions, discussed the terms of a fair and appropriate settlement and were able to reach an agreement on a number of material terms of the proposed relief to the Class, but were unable to reach an agreement on all the material terms.

23. Accordingly, on March 27, 2014, the Parties attended a mediation in San Diego with the Honorable Howard B. Wiener. In advance of the mediation, the Parties submitted mediation briefs setting forth their positions. At mediation, the Parties were able to reach an agreement on all material terms of the proposed relief to the Class. Only after the Parties had reached this agreement did they negotiate attorneys' fees, costs, and incentive awards. Ultimately, the Parties reached an agreement on these terms as well.

24. Subsequent to the mediation on March 27, 2014, the parties spent a significant amount of time formalizing the Settlement Agreement, including drafting and finalizing the notice to the class and claim form. On September 22, 2014, Plaintiffs

³ On July 29, 2013, the Court vacated the previously scheduled scheduling conference. (Dkt. No. 110.)

1 counsel filed a motion for preliminary approval of the class action settlement (*see* Dkt.
2 No. 153), which the Court granted on October 16, 2014 (*see* Dkt. No. 156).

3 25. Following this Court's order granting preliminary approval (Dck. No. 156)
4 and dissemination of the Class Notice, Plaintiff's counsel has received numerous calls
5 from Class Members inquiring as to how they can participate in the class action
6 settlement. Class Members also had questions as to the scope of the benefits. Plaintiff
7 counsel answered Class Members' questions, included following up when needed, and
8 is continuing to monitor the response of Class Members to the Settlement. Plaintiff's
9 counsel expects to field many more calls from Class Members in the ensuing months.

10 26. Moreover, Plaintiffs' counsel called Audi Service Centers across the
11 United States to confirm that Defendants have advised them of the Class Action
12 Settlement and that they are aware of their obligations under that Settlement.

13 **Lead Class Counsel's Handling of this Matter**

14 27. Due to their extensive experience in automotive defect class action cases
15 and to achieve appropriate efficiencies amongst the various law firms,⁴ Lead Class
16 Counsel took the lead in representing the Plaintiffs and prospective class members in this
17 case and performed the overwhelming majority of the work. For example, Lead Class
18 Counsel developed the theory of the case, retained experts, purchased an exemplar
19 vehicle, propounded written discovery and reviewed the documents Defendants
20 produced in response.

21 28. Lead Class Counsel also directed the settlement negotiations in this matter.
22 For example, Jordan Lurie of Capstone and myself first discussed a potential resolution
23 of this matter with Defendants when we met in person in New York in advance of our
24 July 29, 2013 Rule 26 conference to discuss Plaintiff's discovery requests and other
25 related issues. While that meeting did not result in a resolution, the parties began
26

27 ⁴ My firm served as the point of contact amongst the various law firms in this case
28 and insured that Plaintiffs counsels in *Asghari*, *Dersarkissian*, and *Kim* worked together
in a cooperative and efficient manner.

1 settlement negotiations in earnest following the Court’s tentative ruling at the July 29,
2 2013 motion to dismiss hearing, denying in material parts Defendants’ Motion to
3 Dismiss Plaintiffs’ complaint in this action. To that end, I met Defendants in New
4 Jersey in October 2013 and had numerous follow-up telephone conferences along with
5 my co-counsel Jordan Lurie in the following months to discuss the contours of a
6 potential settlement that the parties ultimately reached.

7 29. Lead Class Counsel also worked together and assigned tasks to avoid
8 duplicative efforts amongst the various law firms. For example, while Strategic Legal
9 Practices, with the help of Dara Tabesh, took the lead in drafting *Asghari’s* Oppositions
10 to Defendants two separate Motions to Dismiss and handled the oral argument at the
11 motion to dismiss hearing, Capstone took the lead in researching and drafting
12 supplemental briefing that the Court requested in its tentative ruling. Similarly, while
13 Strategic took the lead in researching and drafting the mediation brief for the parties
14 March 2014 mediation in San Diego, Capstone prepared the preliminary approval and
15 final approval papers. Likewise, the parties worked together to draft the fee motion
16 papers, with Strategic taking the lead in drafting the Motion for Attorney Fees, Capstone
17 assisting with certain discrete tasks such as legal research on lodestar and benefits
18 valuations, working with the fee expert, and drafting class representative declarations
19 and certain excerpts for incorporation into the final brief.

20 **Plaintiffs’ Counsel’s Support for the Settlement**

21 30. Based on our investigation and evaluations in this case, as well as my
22 experience litigating automotive class action matters, I believe that this Settlement and
23 the benefits it provides to prospective Class Members is fair and reasonable. My opinion
24 takes into account consideration of benefits received in other similar class actions I have
25 litigated and/or are familiar with, as well as the risks inherent in class action litigation of
26 this type.

27 **Schedule of Fees and Costs**

28 31. The lodestar provided below does not include hours already spent between

February 22, 2015, and the date of this declaration, which, amongst other things, involved extensive work drafting finalizing the motion for attorneys’ fees and supplementary papers. Lead Class Counsel also expects to expend considerable time on this case prior to the hearing on the motion for final approval, including drafting the responses to the objections to Settlement approval, responding to further Class Member inquiries, and monitoring the Class Administrator’s performance.

32. During the regular course of business, my firm has contemporaneously tracked its time in this action. Based on these contemporaneous time records, which were recorded in one-tenth increments, my firm has billed a total of 1,192.1 hours litigating this action, for a total lodestar of \$624,634.50. To assist the Court in evaluating the reasonableness of the hours spent in this action, Plaintiffs’ counsel divided the work performed in this case into six distinct categories. A detailed description of each category is attached as Exhibit 1. Using these contemporaneous time records, Plaintiffs’ counsel then assigned each individual time entry to the most applicable time category.

33. The chart below sets forth Strategic’s regular billable hourly rates (which are commensurate with the prevailing rates among firms that regularly litigate class actions) and its hours (by attorney and category).

Name	Status	1	2	3	4	5	6	Current Hourly Rate	Hours	Lodestar
Payam Shahian	P	67.8	159.2	153.6	166.0	131.3	5.2	\$595.00	683.1	\$406,444.50
Gregory Yu	SC	0.70	5.10	73.10	42.30	58.30	1.70	\$550.00	181.2	\$99,660.00
Joshua Valero	A	0.00	1.40	1.40	0.00	0.90	16.90	\$375.00	20.6	\$7,725.00
Karen Nakon	FA	16.80	31.80	13.30	19.90	2.50	0.00	\$375.00	84.3	\$31,612.50
Alison Wilson	FA	0.30	13.40	11.30	42.50	0.00	0.00	\$425.00	67.5	\$28,687.50
Christopher Swanson	FA	0.00	20.40	19.20	115.80	0.00	0.00	\$325.00	155.4	\$50,505.00
TOTALS		85.6	231.3	271.9	386.5	193.0	23.8		1192.10	\$624,634.50

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STATUS

- Partner (P)
- Senior Counsel (SC)
- Associate (A)
- Former Associate (FA)

CATEGORIES

- 1 Pre-filing investigation and pleadings
- 2 Post-filing investigation and discovery
- 3 Motion to Dismiss/Motion to Transfer
- 4 Mediation/Settlement Negotiation/Settlement Agreement
- 5 Settlements/Fee Motions
- 6 Class Member Communication/Supervision of Settlement/Notice/Benefits

Experience of Other Attorneys at Strategic Legal Practices, APC

34. Gregory Yu received his law degree in 2003 from the University of Southern California. From 2004 to 2006, Mr. Yu worked at a prominent Southern California insurance and employment defense firm. From 2006 to 2010, he worked at a plaintiff-side class action firm specializing in wage-and-hour and consumer law. Since 2011, Mr. Yu has been of counsel to Strategic Legal Practices, APC litigating primarily class action cases. In his career, Mr. Yu has helped recovered millions of dollars on behalf of employees and consumers nationwide.

35. Joshua Valero received his law degree in 2009 from Loyola Law School. Mr. Valero was admitted to the California Bar in 2010. He has worked at Strategic since December of 2013. Prior to joining Strategic, Mr. Valero was an associate at another plaintiff's firm, specializing in class action automotive defect litigation cases. During his time at that firm, he investigated, researched, and drafted pleadings that have survived motions to dismiss. Currently, Mr. Valero primarily handles individual breach-of-warranty matters and assists senior attorneys with class actions matters when called upon to do so.

36. Karen Nakon is a former associate of Strategic Legal Practices. She received her law degree in 2010 from DePaul University, where she distinguished herself academically, graduating in the top twenty percent of her class, and as an editor of the DePaul Law Review. Ms. Nakon was admitted to the Illinois Bar in 2010 and to the California Bar in 2011. Ms. Nakon primarily handled individual breach-of-warranty matters and assisted senior attorneys with class actions matters when called upon to do

1 so. Prior to joining Strategic, Ms. Nakon was an associate at another plaintiff's firm,
2 specializing in wage-and-hour class actions. During her time at that firm, Ms. Nakon
3 served as a member of a trial team that successfully negotiated a settlement on behalf of
4 thousands of California employees. Ms. Nakon's professional experience also includes a
5 broad range of transactional work in both California and Illinois.

6 37. Christopher Swanson, a former Strategic associate, received his law degree
7 from UCLA in 2011, where he distinguished himself academically, graduating in the top
8 third of his class and with experience in moot court, the transactional lawyering team,
9 and as an editor of the Journal of Law and Technology. At Strategic, Mr. Swanson
10 primarily handled individual breach-of-warranty matters and assisted senior attorneys
11 with class actions matters when called upon to do so. Prior to Strategic, he worked at
12 Hunt Ortmann and the Los Angeles City Attorney's Office.

13 38. Alison Wilson, a former associate at Strategic, received her law
14 degree from the University of the Pacific, McGeorge School of Law, and
15 admitted to the California bar in May of 2008. Her experience at the firm was
16 focused on handling individual breach-of-warranty matters and assisting senior
17 attorneys with class actions matters while she was here. She had previously worked
18 on complex product liability and wage-and-hour class action matters and has
19 experience handling all phases of litigation in both state and federal court. She
20 has also successfully completed numerous jury and court trials and previously
21 served as a mock trial coach. Moreover, she had published articles in the
22 Consumer Attorneys of California's Forum Magazine and the *Daily Journal*.

23 39. Strategic's requested rates, ranging from \$325 to \$595 for senior attorneys,
24 are within the range of comparable attorneys in the Southern California market, as
25 attested to by Professor William E. Rubenstein in his expert declaration.

26 40. My \$595 hourly rate is comparable with my approved rates in other class
27 action cases. *See Aarons et al. v. BMW of North America, LLC*, Case No. 11-cv-07667,
28 Dkt. No. 152 (C.D. Cal. April 29, 2014) (approving my hourly rate of \$590 in a class

1 action matter against BMW for breach of warranty and its failure to disclose material
2 defects to consumers); *Keegan et al. v. American Honda Motor Co., Inc.*, Case No. 10-
3 cv-09508-MMM-AJW, Dkt. No. 171 (C.D. Cal. Jan. 1, 2014) (approving my hourly rate
4 of \$570 as the managing partner of Strategic); *Kennedy-Lebar et al. v. Volkswagen*
5 *Group of America, Inc.*, Case No. 10-05126-KM-MF, Dkt. No. 100 (D.N.J. 2013)
6 (same); *Sadowska et al. v. Volkswagen Group of America, Inc.*, Case No. 11-00665-
7 BRO-AGR, Dkt. No. 127 (C.D. Cal. 2013) (same); *In Re Mini Windshield Actions*, Case
8 No. 2:10-cv-01151-ABC (PJWx) (C.D. Cal. October 1, 2012) (approving my hourly rate
9 of \$550 as the managing partner of SLP); *Gong-Chun v. Aetna, Inc.*, Case No. 09-CV-
10 01995-AWI-SKO (E.D. Cal. July 11, 2011) (approving my hourly rate as a an associate
11 at a prior law firm in the amount of \$520); *Marsikian v. Mercedes-Benz USA, LLC*, Case
12 No. 08-CV-04876-AHM-FMO (C.D. Cal. May 17, 2010) (approving my hourly rate of
13 \$445 in 2010).

14 41. Gregory Yu's hourly rate of \$550 is comparable with previously approved
15 rates. *See Aarons et al. v. BMW of North America, LLC*, Case No. 11-cv-07667, Dkt.
16 No. 152 (C.D. Cal. April 29, 2014) (approving Mr. Yu's hourly rate of \$545); *Keegan*
17 *et al. v. American Honda Motor Co., Inc.*, Case No. 10-cv-09508-MMM-AJW, Dkt. No.
18 171 (C.D. Cal. Jan. 1, 2014) (approving Mr. Yu's hourly rate of \$520); *Kennedy-Lebar*
19 *et al. v. Volkswagen Group of America, Inc.*, Case No. 10-05126-KM-MF, Dkt. No. 100
20 (D.N.J. 2013) (same); *Sadowska et al. v. Volkswagen Group of America, Inc.*, Case No.
21 11-00665-BRO-AGR, Dkt. No. 127 (C.D. Cal. 2013) (approving Mr. Yu's hourly rate
22 of \$515); *Ehrlich v. BMW of North America, LLC*, Case No. CV 10- 01151-ABC-PJW
23 (C.D. Cal. October 1, 2012) (approving Mr. Yu's hourly rate of \$495).⁵

24
25 ⁵ Plaintiffs' Counsel's Associate rates are comparable to those approved
26 for other plaintiff's firms. *See, e.g., Faigman v. AT&T Mobility LLC*, 2011 U.S.
27 Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011) (approving hourly rates of
28 \$500 an hour for associate attorney services); *Richard v. Ameri-Force Mgmt.*
Servs., Inc. (San Diego Super. Ct., August 27, 2010, No. 37-2008-00096019)
(approving \$495 an hour for associates); *Barrera v. Gamestop Corp.* (C.D. Cal.
Nov. 29, 2010, No. CV 09-1399) (approving \$475 an hour for associates); and
Anderson v. Nextel Retail Stores, LLC (C.D. Cal. June 20, 2010, No. CV 07-

Unreimbursed Costs and Expenses

42. Over the course of this litigation, my firm incurred a total of \$72,483.94 in unreimbursed costs and expenses, calculated as follows:

Disbursement	Cumulative Amount
Court Reporters, Transcripts & Depositions	\$350.91
Expert and Evidence Storage	\$58,883.50
Delivery & Messenger	\$686.00
Mediation Expenses	\$5,000.00
Travel, Lodging, Meals, and Parking	\$7,563.53
TOTAL	\$72,483.94

43. These incurred costs and expenses, which were recorded during the regular course of business, were reasonable and necessary to properly prosecute this matter as a potential class action and obtain a class-wide settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on February 27, 2015 at Los Angeles, California.


Payam Shahian

4480) (approving \$300 to \$515 an hour for associates).

EXHIBIT 1

Category	Tasks Performed
Pre-filing investigation and pleadings	Conducting evidentiary research re online complaints about oil consumption defect; Conducting research regarding oil consumption rates of various vehicles; conduct research regarding similar lawsuits filed against Defendants; Conducting evidentiary research re motor oil consumption in preparation for drafting complaint; Conducting evidentiary research re Defendant's vehicles containing 2.0 liter turbo engines; Fielding inquiries from prospective class members; Reviewing client's purchase agreement and warranty information; Investigate client's repair history details; Reviewing and analyzing internet blog consumer complaints about excessive oil consumption; Reviewing and analyzing NHTSA consumer complaints; Researching technical service bulletins pertinent to oil consumption in class vehicles; Drafting the pre-litigation demand letter; Researching Audi engine models and oil consumption complaints; Drafting and revising Consumer Legal Remedies Act section of complaint; Reviewing and analyzing service bulletins no. 17-11-15 and 17-11-18 relating to engine oil consumption; Conducting evidentiary research re defendants' representations re oil consumption in connection with the sale of various class vehicles; Consulting and retaining automotive experts; Drafting Complaint.
Post-filing investigation and discovery	Drafting amended complaints and pleadings; Consulting with automobile expert regarding inspection of class vehicles and possible cause of defect; retain and meet experts and conduct testing of oil consumption; Purchasing exemplar Class Vehicle for expert analysis; attend in person meeting in New York in advance of Rule 26 conference; Preparing and drafting Initial Disclosures / Rule 26(f) Report; Propounding and and meet and conferring on written discovery (document requests and interrogatories); Preparing for and attending the Rule 30(b)(6) deposition in New York; Analyzing documents produced by Defendants regarding excessive oil consumption defect; Conducting legal research re display requirements of oil light monitors for motor vehicles and motorcycles; Conducting evidentiary research re model and year vehicles containing Volkswagen 2.0 TFSI engine, as well as at what mileage or year the defect is most likely to manifest; Reviewing the express warranty booklet and owner's manual for select class vehicles; Coordinating the storage and retrieval of engine parts.
Motion to Dismiss/Motion to Transfer	Researching consumer laws of New York and California; Drafting opposition to Defendants' motion to dismiss; Drafting opposition to Defendants' second motion to dismiss; Drafting supplemental brief re Defendant's second motion to dismiss; Drafting response to Defendants' motion to transfer.
Mediation/Settlement Negotiation/Settlement Agreement	Negotiating terms of a settlement agreement during in person meetings and various telephone conferences; researching settlement of comparable consumer class action defect cases and potential recoveries ; Drafting a mediation brief ; Preparing for and attending the mediation in San Diego; Prepare summary, fact sheet and talking points memoranda for mediation; Negotiating the final settlement terms, including exchanging multiple drafts of Settlement Agreement, Class Notice, Claim Form, and Request for Exclusion between counsel.
Settlement/Fee Motions	Conducting legal research case law re court approval of auto defect settlements; Conducting legal research into case law on conditional certification of national classes for purposes of settlement; Draft motion for preliminary approval and supporting documents; Draft stipulation to extend dates and stipulation for leave to file Fourth Amended Complaint; Research certification of auto defect cases for purposes of discussing the risks of continued litigation in the motion for final approval; Research warranty database for purposes of monetizing value of service repair adjustment settlement relief; Draft the publication notice; Work with valuation expert to assist in monetizing value of settlement relief; Conferences with mediator re declaration to be submitted in support of final approval of the settlement; Retain expert to opine on reasonableness of counsel's hourly rates and hours expended on the litigation; Communicate with co-counsel regarding providing supporting documents; Review objections and class member feedback; Review important discovery supporting the valuation of the benefits; Draft motion for preliminary approval and supporting documents; Draft motion for final approval and supporting documents; Draft motion for attorneys' fees and supporting documents.
Class Member Communication/Supervision of Settlement/Notice/Benefits	Supervising mailing of class notice by Rust Consulting and discuss protocols and procedures for settlement administration; Approving the format and monitoring the settlement website; Researching the laws in different states regarding the obligations of automobile repair businesses to maintain purchase and repair records so as to better advise Class Members who have lost or misplaced their repair documentation; Creating talking points and scripts for class member communications; Communicating with Class Members regarding participation in class action settlement or the scope of its benefits, and to ensure they are obtaining the relief under the Settlement; Calling Audi Service Centers across all fifty states and Puerto Rico and speaking with Service Manager or Service Advisor to confirm that Defendants have advised them of the Class Action Settlement.