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12 [*Additional Counsel Cont'd. After Caption*]

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA**

15 GLENN KESSELMAN, an individual,
16 on behalf of himself and all others
17 similarly situated, *et al.*,

18 Plaintiffs,

19 vs.

20 TOYOTA MOTOR SALES, U.S.A.,
21 INC., a California Corporation

22 Defendant.

Case No. 2:21-cv-06010-TJH-JC

HON. TERRY J. HATTER JR.

**PLAINTIFFS' AMENDED NOTICE
OF MOTION AND MOTION FOR
ATTORNEY'S FEES, EXPENSES,
AND SERVICE AWARD**

Judge: Hon. Terry J. Hatter, Jr.

Place: Courtroom #9C

Hearing Date: March 2, 2026

Hearing Time: 10:00 a.m.

1 Thomas P. Rosenfeld, *admitted pro hac vice*

2 Kevin P. Green, *admitted pro hac vice*

3 Daniel S. Levy, *admitted pro hac vice*

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11 Attorneys for Plaintiffs

1 **TO THE HONORABLE COURT, PARTIES, AND COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on March 2, 2026, in the Courtroom of the
3 Honorable Terry J. Hatter, United States District Judge for the Central District of
4 California, Courtroom #9C, 350 W. 1st Street, Los Angeles California 90012,
5 Plaintiffs will and hereby do move the Court, pursuant to Federal Rule of Civil
6 Procedure 23(h), for an Order granting the relief in the Proposed Order approving
7 Plaintiffs' Amended Motion for Attorney's Fees, Expenses, and Service Award filed
8 herewith (Dkt. 170-9), including:

- 9 A. Awarding Class Counsel \$2,850,000 in attorney's fees;
10 B. Awarding Class Counsel \$278,683.96 in expenses;
11 C. Approving a combined Service Award of \$95,000 to be divided among
12 Plaintiffs as set forth in the Proposed Order and attached Memorandum.

13 This motion, unopposed by Defendant Toyota Motor Sales, U.S.A., Inc., is
14 based on this Notice of Motion and Motion, the accompanying Memorandum of
15 Points and Authorities, the Settlement, including all exhibits thereto, the
16 accompanying Joint Declaration of Class Counsel, including all exhibits thereto, the
17 accompanying Declaration of Christian Tregillis, CPA, the pleadings and papers on
18 file in this Action, and any other such evidence and argument as the Court may
19 consider.

20 Local Rule 7-3 does not apply to this Motion because, although the parties
21 agreed to the award of attorney's fees, expenses, and service award, Rule 23(h)
22 requires the Court to independently review the reasonableness of the requested
23 attorney's fees, expenses, and service award. Nonetheless, this motion is made
24 following the conferences of counsel regarding the Settlement Agreement described
25 in the Joint Declaration of Class Counsel, as well as additional conferences that
26 commenced by email on December 10, 2025 and continued through December 18,
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2025, including telephone conferences between Class Counsel, Mr. Green and Defendant’s counsel, Ms. Shook, on December 17 and 18, 2025.

Dated: January 6, 2026

Respectfully submitted,

ARIAS SANGUINETTI WANG
& TEAM LLP

By: /s/ M. Anthony Jenkins
Mike Arias
Craig S. Momita
M. Anthony Jenkins

GOLDENBERG HELLER
& ANTOGNOLI, P.C.

Thomas P. Rosenfeld
Kevin P. Green
Daniel S. Levy

Attorneys for Plaintiffs

ATTESTATION

I, M. Anthony Jenkins, hereby attest that all other signatories listed above concur in this filing’s content and have authorized me to make this filing.

Dated: January 6, 2026

/s/ M. Anthony Jenkins
M. Anthony Jenkins

1 Mike Arias (CSB #115385)
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12 [Additional Counsel Cont'd. After Caption]

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22 Defendant.

Case No. 2:21-cv-06010-TJH-JC

HON. TERRY J. HATTER JR.

**PLAINTIFFS' MEMORANDUM
OF POINTS AND AUTHORITIES
IN SUPPORT OF AMENDED
MOTION FOR ATTORNEY'S
FEES, EXPENSES, AND SERVICE
AWARD**

Judge: Hon. Terry J. Hatter, Jr.

Place: Courtroom #9C

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1 **I. INTRODUCTION**

2 In this multi-state class action against Defendant Toyota Motor Sales, U.S.A.
3 (“Toyota”), Plaintiffs allege that the Bluetooth hands-free phone system in certain
4 Toyota vehicles is defective because, when the Toyota driver uses it to make or
5 receive a call, the person on the other end of the phone call hears an echo of his or her
6 own words (the “Echo Issue”). After nearly six years of hard-fought litigation, Class
7 Counsel negotiated a Settlement Agreement with Toyota (“Agreement”), set forth in
8 Dkt. 145-3.¹ The Agreement provides meaningful injunctive relief and constitutes an
9 excellent outcome for Class Members in light of the risks and challenges associated
10 with further litigation, while preserving Class Members’ rights to seek monetary
11 relief. As called for in the Settlement, Toyota has not previously directly disclosed to
12 Class Members the existence of the Echo Issue, nor adequately described or disclosed
13 directly to Class Members the existence of a volume-adjustment procedure that
14 resolves the Echo Issue. The Agreement thus addresses the lack of adequate and
15 precise disclosure by providing for injunctive relief in the form of a multifaceted
16 consumer outreach program designed to provide disclosure and education to Class
17 Members regarding the Echo Issue and the volume-adjustment procedure. The
18 Settlement will resolve Class Members’ claims for injunctive relief but will **not**
19 release any Class Members’ claims for monetary damages. And the value of the
20 injunctive relief provided to the Class through the Settlement is significant,
21 conservatively valued by Plaintiffs’ expert witness, Christian Tregillis, CPA, at
22 \$22,500,000. *See* Decl. of Christian Tregillis (“Tregillis Decl.”), filed herewith.

23 Over the course of this litigation, Class Counsel engaged in pre-suit
24 investigation, pre-trial motion practice, substantial discovery and document review,
25 and consultant/expert witness conferences to, *inter alia*, analyze the alleged defect
26 and move the litigation forward. This was done at substantial risk and expense by
27 _____

28 ¹ If not defined herein, capitalized terms have the meaning given in the Agreement.

1 Class Counsel, given the purely contingent nature of their handling of this matter, and
2 with no guarantee of a successful outcome.

3 Class Counsel respectfully moves this Court for an attorney’s fee award of
4 \$2,850,000, equal to their lodestar amount with a multiplier of approximately 1.05,
5 plus litigation costs and expenses incurred in pursuing the claims against Toyota in
6 the amount of \$278,683.96. Further, Class Counsel moves for a combined service
7 award for all named Plaintiffs in the amount of \$95,000, for their work performed and
8 time expended in pursuing the claims on behalf of the Class. As set forth herein, Class
9 Counsel respectfully requests that the Court find the requested fees, expenses, and
10 service award reasonable and direct payment of the same.

11 **II. OVERVIEW OF THE LITIGATION²**

12 The operative complaint in this action is the Fifth Amended Complaint (“FAC”),
13 filed on January 6, 2025, which includes plaintiffs from eleven states—California,
14 Arizona, Colorado, Missouri, Washington, Illinois, Georgia, New York, Ohio,
15 Oregon, and Minnesota—and defines a class of Toyota vehicle purchasers and
16 lessees. The FAC alleges thirteen causes of action, citing violations of state consumer
17 protection laws. These claims arise from the alleged Echo Issue in certain Toyota
18 models manufactured between 2014 and 2019 (the “Subject Vehicles”).

19 This litigation has been vigorously contested for nearly six years and has
20 involved multiple jurisdictions, consolidated actions, extensive discovery, expert
21 consultation, and repeated settlement efforts. The case began on July 24, 2019, in
22 Missouri state court (the “Missouri Action”). After removal, the Missouri federal
23 court partially granted and denied Toyota’s motion to dismiss. The parties engaged in
24 a mediation in January 2021, but no settlement was reached.

25
26 ² The factual background described herein is set forth in the Joint Declaration in
27 Support of Plaintiffs’ Amended Motion for Attorney’s Fees, Expenses, and Service
28 Award. (Dkt. 170-2, “Joint Decl.”).

1 Discovery was substantial and hard-fought. Toyota served written discovery on
2 each Plaintiff and, in late 2022/early 2023, inspected most of the Plaintiffs' vehicles
3 at Toyota dealerships and deposed eleven Plaintiffs. On February 10, 2023, Class
4 Counsel, which had conducted written discovery in the Missouri Action, served
5 Toyota with additional interrogatories, document requests, and a Rule 30(b)(6)
6 deposition notice setting forth 35 topics. Also in February 2023, counsel for Toyota
7 from King & Spalding LLP and Class Counsel began extensive (but ultimately
8 unsuccessful) settlement negotiations. On March 30, 2023, Class Counsel served
9 additional interrogatories and document requests on Toyota, and an amended 30(b)(6)
10 deposition notice.

11 From March 2023 to February 2024, the parties engaged in extensive discovery
12 conferences and document review. During this period, Toyota provided objections,
13 responses, and supplemental productions to Plaintiffs' discovery requests, and
14 counsel for the parties met and conferred by letter and telephone on approximately
15 thirty occasions to work through objections, address issues with document
16 productions, and address the scope of written discovery and deposition topics.

17 During this period, and as outlined below, Class Counsel was also reviewing the
18 more than 90,000 pages produced by Toyota and working with consultants and
19 potential expert witnesses. As Class Counsel reviewed these documents with their
20 consultants, they gained a more complete and nuanced understanding of the Echo
21 Issue (leading to additional amendments to the Complaint) and continued preparing
22 for litigation of class certification and merits issues. For example, Class Counsel
23 determined that the Subject Vehicles have a common or substantially similar head
24 unit³ and, in particular, a common internal component called the AMIGO chip
25 responsible for echo reduction that Plaintiffs contend causes the Echo Issue. In
26

27 ³ The "head unit" is the component of Subject Vehicles located in the dashboard that
28 contains the multimedia system, including the Bluetooth system.

1 particular, Plaintiffs contend that the Subject Vehicles all contain Calendar Year (CY)
2 13 head unit models with an AMIGO chip that becomes overdriven at higher volumes,
3 causing echo. Toyota vehicles with the CY17 head unit (not at issue) do not have this
4 problem and do not experience the Echo Issue.

5 Counsel also investigated the availability, or potential unavailability, of various
6 “fixes” to the Echo Issue. Based upon investigation, it was clear that the AMIGO chip
7 in the Subject Vehicles could not be easily fixed with an upgrade or software update
8 to resolve the Echo Issue. Toyota eventually created a volume-adjustment procedure
9 to alleviate the echo and made this available to dealers in a “Tech Tip.” Through their
10 review of Toyota’s document production and their own testing and consultation with
11 experts, Class Counsel confirmed the effectiveness of the volume adjustment
12 procedure. It became evident, however, that one of the main issues was a lack of
13 disclosure of the Echo Issue itself (which is not always self-evident because it is not
14 experienced by the driver), combined with the vague “Tech Tip” that had not been
15 provided directly to the consumers. Thus, Toyota’s approach still placed a burden on
16 consumers by requiring them to take their vehicles into a dealer to resolve the Echo
17 Issue. Moreover, despite the Tech Tip being *available* for dealers to search for and
18 potentially find in their computer systems, documents appeared to show numerous
19 instances of dealers not applying the volume adjustments, not advising the consumers
20 of the volume adjustment procedure, or applying the wrong remedy such as software
21 updates that Plaintiffs contended were ineffective.

22 Furthermore, Plaintiffs have consistently asserted that the Echo Issue—and
23 Toyota simply maintaining the status quo for its response—presented a safety risk in
24 that it would cause drivers to use phones while driving or similarly attempt to adjust
25 volumes or settings on the phone while trying to resolve what may be thought of as a
26 faulty connection. This also presented a legal risk in states that promote safety by
27 prohibiting the use of cell phones without hands-free systems. *See, e.g.,* FAC ¶¶ 2,
28

1 84-87. The safety risks, legal risks, and lack of disclosure were further supported by
2 Toyota's owner's manuals and consumer complaints to dealers.

3 Plaintiffs thus contended that Toyota failed to address a critical need relating to
4 the Echo Issue: educating Class Members about the existence of the Echo Issue and
5 directly providing them with the self-help volume adjustment remedy. And, until this
6 Settlement, Toyota had not taken these steps despite having created the volume-
7 adjustment procedure in 2018 as part of its internal investigation of the Echo Issue.

8 Beginning in December 2023, the parties re-engaged in settlement discussions.
9 These discussions too proved unsuccessful. At the same time, the parties were
10 working to schedule the depositions of Toyota's identified 30(b)(6) witnesses. In May
11 2024, counsel for the parties reengaged in settlement discussions. These settlement
12 negotiations continued over the next several months and resulted in the Settlement
13 terms. During these negotiations, the parties only discussed the terms for the Class
14 and did not discuss the payment of attorneys' fees, costs, expenses, or Class
15 Representative service awards. On October 18, 2024, the parties notified the Court
16 that they had reached a settlement in principle as to the Class. Dkt. 133. It was only
17 after the settlement in principle for the Class had been reached that the parties began
18 negotiating the amount of attorneys' fees, costs, and service awards that, separate and
19 apart from the Settlement consideration, and subject to Court approval, would be paid
20 by Toyota. Class Counsel and Toyota's Counsel reached agreement in principle on
21 those terms on December 2, 2024.

22 The Fifth Amended Complaint was filed on January 6, 2025, to conform the
23 pleadings to the evidence and facilitate the Settlement. Dkt. 139. The Court entered
24 an Order preliminarily approving the Settlement and set a final Fairness hearing for
25 March 2, 2026. Dkt. 153, 155. Thereafter, the extensive Outreach Program negotiated
26 by the parties and set forth in that Order commenced. Class Counsel has continued
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1 working with the Settlement Administrator, Toyota, and Class Members during the
2 notice period, and will continue to do so.

3 **III. CLASS COUNSEL’S REQUESTED FEES ARE AUTHORIZED AND**
4 **REASONABLE**

5 **A. Legal standard**

6 Under Rule 23, “the court may award reasonable attorney’s fees . . . authorized
7 by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). “Attorneys’ fees provisions
8 included in proposed class action settlement agreements are, like every other aspect of
9 such agreements, subject to the determination whether the settlement is
10 “fundamentally fair, adequate, and reasonable.” *Staton v. Boeing Co.*, 327 F.3d 938,
11 963 (9th Cir. 2003) (citing Fed. R. Civ. P. 23(e)). Thus, a district court should carefully
12 assess the reasonableness of the fee amount sought under a settlement agreement. *Id.*

13 **1. The authorization for Class Counsel’s attorney’s fees**

14 Class Counsel’s requested attorney’s fees are authorized by the parties’
15 Agreement (§ VII.B, C). Where, as here, the requested attorney’s fees are authorized
16 by the parties’ Agreement, the Court need not separately consider whether it is
17 authorized by law, only the reasonableness of the fees requested. *See, e.g., Torres v.*
18 *Flying Food Grp., Ltd. Liab. Co.*, 2025 U.S. Dist. LEXIS 22923, *8 (C.D. Cal. Feb.
19 7, 2025) (“Rule 23(h) provides . . . [fees] authorized by law or by the parties’
20 agreement.’ Here, the settlement agreement provides for the fees and costs
21 requested.”); *Betelhem Shiferaw v. Sunrise Senior Living Mgmt.*, 2017 U.S. Dist.
22 LEXIS 236971, *21 (C.D. Cal. July 17, 2017) (simply considering reasonableness of
23 attorney’s fees amount where settlement agreement authorized fees requested);
24 *Gutierrez v. Ericsson Inc.*, 2025 U.S. Dist. LEXIS 49504, *14-15 (C.D. Cal. Mar. 18,
25 2025) (same); *Heredia v. Sunrise Senior Living, LLC*, 2024 U.S. Dist. LEXIS 227495,
26 *7 (C.D. Cal. Dec. 3, 2024) (same); *Garcia v. Praxair, Inc.*, 2021 U.S. Dist. LEXIS
27 92518, *12 (C.D. Cal. May 14, 2021) (noting “courts have an independent obligation
28

1 to ensure that the award . . . is reasonable, even if the parties have already agreed to
2 an amount” (quoting *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941
3 (9th Cir. 2011)); *Hill v. Canidae Corp.*, 2021 U.S. Dist. LEXIS 273056, *28 (C.D.
4 Cal. Sep. 28, 2021) (same).

5 Although the analysis can end based on the parties’ agreement, the requested
6 attorney’s fees are also authorized by law. This inquiry looks to state law because the
7 claims in the Action are based on state law. *See Tait v. BSH Home Appliances Corp.*,
8 2015 U.S. Dist. LEXIS 98546, *15-16 (C.D. Cal. July 27, 2015) (“An award of
9 attorneys’ fees incurred in a suit based on state substantive law is generally governed
10 by state law.”) (quoting *Champion Produce, Inc. v. Ruby Robinson Co.*, 342 F.3d
11 1016, 1024 (9th Cir. 2003)). Here, the requested fees are authorized under California
12 law—the applicable law for this issue given that California is the forum state and the
13 parties’ Agreement provides it is governed by California law. *See Agreement*, § X.L;
14 *see, e.g., Lloyd v. Navy Fed. Credit Union*, 2019 U.S. Dist. LEXIS 89246, *35-36
15 (S.D. Cal. May 28, 2019); *Carideo v. Dell, Inc.*, 2010 U.S. Dist. LEXIS 158828, *3
16 (W.D. Wash. Dec. 17, 2010).

17 The requested fees are authorized under the fee-shifting provisions of
18 California’s Consumers Legal Remedies Act, Civil Code sections 1750, et seq.
19 (“CLRA”) and the provisions of California’s Unfair Competition Law (“UCL”),
20 California Business and Professions Code sections 17200, et seq., permitting
21 attorney’s fees for claims as a private attorney general pursuant to Code of Civil
22 Procedure section 1021.5.⁴ *See, e.g., In re Cobra Sexual Energy Sales Practices Litig.*
23 (*In re Cobra*), 2021 U.S. Dist. LEXIS 68656, *18 (C.D. Cal. Apr. 7, 2021)
24 (considering attorneys’ fees request under “the fee-shifting provisions of the CLRA
25 and Private Attorney General Statute”). Notably, the CLRA provides that the “court
26 shall award court costs and attorney’s fees to a prevailing plaintiff in litigation filed

27 ⁴ In this Settlement, Plaintiffs are releasing claims in the underlying Action (which
28 includes a UCL claim) and the Related Action, which includes a CLRA claim.

1 pursuant to this section.” Cal. Civ. Code § 1780(e).⁵ Moreover, in analyzing whether
2 plaintiffs are a “successful party” entitled to fees under section 1021.5, “[c]ourts treat
3 the terms ‘prevailing plaintiff’ in the CLRA, and ‘successful party’ in section 1021.5,
4 synonymously, because the ‘language in the two provisions is not materially
5 different.’” *In re Cobra*, 2021 U.S. Dist. LEXIS 68656, *19 (quoting *Kanter v.*
6 *Warner-Lambert Co.*, 265 F.3d 853, 858 (9th Cir. 2001)).⁶ Here, Plaintiffs are the
7 successful party. As the Court previously noted, “the requested injunctive relief is
8 similar to a consent decree in that the parties have agreed that Toyota Sales will create
9 a comprehensive consumer outreach program that will inform the class members about
10 the existence of the echo problem and will explain how they can [] minimize and/or
11 eliminate it by adjusting the volume.” Dkt. 153 at 4. Further, the Settlement preserves
12 Class Members’ ability to seek monetary relief by specifically excluding it from the
13 release. Accordingly, the requested fees are authorized under California law.
14 Similarly, to the extent it is relevant, the requested fees are also authorized under the
15 laws of the states in the multi-state class.⁷

16 ⁵ Further, “an award of attorney fees to a ‘prevailing plaintiff’ in an action brought
17 pursuant to the CLRA is mandatory, even where the litigation is resolved by a pretrial
18 settlement agreement.” *Kim v. Euromotors W./The Auto Gallery*, 149 Cal. App. 4th
19 170, 178-79 (2007); *In re Cobra*, 2021 U.S. Dist. LEXIS 68656, *18 (plaintiffs were
prevailing party under CLRA based on label changes brought about in connection with
settlement).

20 ⁶ *See also Hexlastudios v. Perez*, 2023 U.S. Dist. LEXIS 146695, *14 (C.D. Cal. Aug.
21 18, 2023) (under Section 1021.5, “attorney’s fees can be awarded to a prevailing party
22 in an action under California state law when ‘the litigation enforced an important right
affecting the public interest, ... a significant benefit was conferred on a large class of
persons, and ... the necessity and financial burden are such that an award of attorney’s
fees is appropriate.’”).

23 ⁷ Attorney’s fees are authorized by the laws of all of the states at issue: **Arizona:**
24 *Arnold v. Ariz. Dep’t of Health Servs.*, 775 P.2d 521, 537 (Ariz. 1989) (private attorney
25 general doctrine permits courts to award attorney’s fees to party who “has vindicated
a right that (1) benefits a large number of people; (2) requires private enforcement;
26 and (3) is of societal importance; **Colorado:** C.R.S. § 6-1-113(2), (9); *see also*
Martinez v. LHM Corp., 490 P.3d 708, 712 (Colo. App. Ct. 2020); **Georgia:** *see*
27 O.C.G.A. § 10-1-399(d); *Martin v. Maxwell*, 2017 Ga. Super. LEXIS 7357, *3 (Fulton
Cnty., Feb. 8, 2017); **Illinois:** *see* 815 ILCS 505/10a(c); *see also Krautsack v.*
Anderson, 861 N.E.2d 633, 646 (Ill. 2006); **Minnesota:** *see* Minn. Stat. § 8.31(Subd.
3a); *Yost v. Millhouse*, 373 N.W.2d 826, 831 (Minn. Ct. App. 1985); **Missouri:** *see*
28 R.S.Mo. § 407.025.2; *see also Berry v. Volkswagen Grp. of Am., Inc.*, 397 S.W.3d

1 **2. The reasonableness of Class Counsel’s requested fees**

2 In assessing reasonableness of the fee amount, courts look to “state law when
3 state law provides the basis for the claims asserted.” *Guttman v. Ole Mexican Foods,*
4 *Inc.*, 2016 U.S. Dist. LEXIS 100534, *12-13 (N.D. Cal. Aug. 1, 2016) (citing *Vizcaino*
5 *v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002)); *see also Lloyd*, 2019 U.S.
6 Dist. LEXIS 89246, *35-36 (applying California law where agreement governed by
7 California law); *and Carideo*, 2010 U.S. Dist. LEXIS 158828, *3 (applying
8 Washington law because it was the forum state and governed agreement).

9 Accordingly, the Court should look to California law in determining the
10 reasonableness of Class Counsel’s fees given that Plaintiffs bring claims under
11 California law, California is the forum state, and the Agreement provides that
12 California law governs. *See Agreement*, § X.L. Further, “the Court may still look to
13 federal authority for guidance in awarding attorneys’ fees.” *Morrison v. Am. Nat’l Red*
14 *Cross*, 2021 U.S. Dist. LEXIS 4043, *18-19 (N.D. Cal. Jan. 8, 2021).

15 The “two primary methods for determining reasonable fees in the class action
16 settlement context are the ‘lodestar/multiplier’ method and the ‘percentage of
17 recovery’ method.” *Guttman*, 2016 U.S. Dist. LEXIS 100534, at *13 (quoting
18 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254 (2001)). Generally, when
19 a settlement “result[s] in injunctive relief, the lodestar method is the appropriate
20 measure for calculating attorneys’ fees.” *Id.* (quoting *Lilly v. Jamba Juice Co.*, No.
21 2015 U.S. Dist. LEXIS 58451, *14 (N.D. Cal. May 4, 2015)); *see also Yeagley v. Wells*
22 *Fargo & Co.*, 365 F. App’x 886, 887 (9th Cir. 2010) (attorney’s fees “should have
23 been calculated using the lodestar method” where settlement did not create common
24 fund). Further, California courts state that “[i]n so-called fee shifting cases, in which

25 425, 431 (Mo. 2013); **New York:** N.Y. Gen. Bus. Law § 349(h); *see also Plavin v.*
26 *Grp. Health Inc.*, 146 N.E.3d 1164 (N.Y. 2020); **Ohio:** *See* ORC Ann. 1345.09(F);
27 *Price v. Evans Auto. Repair, Inc.*, 2024-Ohio-5108, ¶ 45 (Ct. App.); **Oregon:** *see* ORS
28 § 646.638(3); *see also Stocker v. Keith*, 178 Or. App. 544, 549 (2002); **Washington:**
see ARCW § 19.182.150; *see also Fortman v. Debt Assistance Network, LLC*, 2021
U.S. Dist. LEXIS 88996, *6 (W.D. Wash. May 10, 2021).

1 the responsibility to pay attorney fees is statutorily or otherwise transferred from the
2 prevailing plaintiff or class to the defendant, the primary method for establishing the
3 amount of ‘reasonable’ attorney fees is the lodestar method.” *Lealao v. Beneficial*
4 *Cal., Inc.*, 82 Cal. App. 4th 19, 26 (2000). Thus, application of the lodestar method is
5 appropriate to determine the reasonableness of Class Counsel’s fee.

6 Under the “California lodestar method” there are “two-steps. First, the Court
7 is to determine a lodestar value which is the reasonable hours spent multiplied by the
8 reasonable hourly rate.” *Guzman v. FCA US LLC*, 2024 U.S. Dist. LEXIS 232394, *3-
9 4 (C.D. Cal. Oct. 3, 2024) (citing *Glaviano v. Sacramento City Unified Sch. Dist.*, 22
10 Cal. App. 5th 744, 753 (2018)). “This method takes into consideration ‘a careful
11 compilation of the time spent and reasonable hourly compensation of each attorney
12 who was involved in presenting the case.’” *Id.* (quoting *Glaviano*, at 753). “Under the
13 Lodestar method, Plaintiff’s attorneys are entitled to be compensated for ‘all hours
14 reasonably spent on the matter.’” *Charlebois v. Angels Baseball LP*, 993 F. Supp. 2d
15 1109, 1115 (C.D. Cal. 2012) (quoting *Serrano v. Unruh*, 32 Cal. 3d 621, 643 (1982);
16 *DeCarlo v. Watermark Ret. Cmty., LLC*, 2025 U.S. Dist. LEXIS 145693, *4 (C.D.
17 Cal. July 23, 2025) (“Under California law, fee awards should generally be ‘fully
18 compensatory’”) (quoting *Ketchum v. Moses*, 24 Cal. 4th 1122, 1133 (2001)) (noting
19 attorney’s lodestar figure is presumed reasonable and finding Counsel’s time
20 reasonable where they appropriately exercised “billing judgment” to eliminate
21 duplicative or unnecessary time).

22 Under the “second step” the Court can apply a “lodestar multiplier by
23 considering factors such as the nature and difficulty of the litigation, the necessity for
24 the litigation, the amount involved, the skill required and employed to handle the case,
25 the attention given, the success or failure, and other circumstances of the case.”
26 *Guzman*, 2024 U.S. Dist. LEXIS 232394 at *3-4 (citing *Cavalry SPV I, LLC v.*
27 *Watkins*, 36 Cal. App. 5th 1070, 1101 (2019)); *see also Nichols v. City of Taft*, 155
28

1 Cal. App. 4th 1233, 1240 (2007) (lodestar “may be adjusted by the court based on
2 factors, including ... (1) the novelty and difficulty of the questions involved, (2) the
3 skill displayed in presenting them, (3) the extent to which the nature of the litigation
4 precluded other employment by the attorneys, [and] (4) the contingent nature of the
5 fee award.”) (quoting *Ketchum*, 24 Cal. 4th at 1133); *In re Bluetooth Headset Prods.*
6 *Liab. Litig.*, 654 F.3d at 941-42 (multiplier factors include quality of representation,
7 benefit obtained for class, complexity and novelty of the issues presented, and risk of
8 nonpayment).

9 **B. Class Counsel’s Fee is Reasonable Under the Lodestar Method**

10 **1. Class Counsel’s hours worked are reasonable.**

11 As set forth above, under the lodestar method Class Counsel is entitled to
12 compensation based on the 2814.84 hours of work that they reasonably performed.
13 Joint Decl. ¶¶ 25-26; *see Guzman*, 2024 U.S. Dist. LEXIS 232394, at *3-4; *Ketchum*,
14 24 Cal. 4th at 1133. Further, Class Counsel has reviewed their time entries in detail
15 and has exercised appropriate billing judgment—including by cutting approximately
16 100 hours of time spent by attorneys on this matter—to ensure the above-stated
17 number of hours were reasonably performed on behalf of the Class. Joint Decl. ¶ 23;
18 *DeCarlo*, 2025 U.S. Dist. LEXIS 145693 at *4 (quoting *Ketchum*, 24 Cal.4th at 1133).

19 Throughout this action, Class Counsel has sought to reach consensus with one
20 another and manage the administration and work division in this Action efficiently,
21 coordinating work assignments through email and videoconference calls, and working
22 to avoid duplication of efforts or unnecessary work undertaking, while ensuring the
23 skills and talents of counsel were put to use effectively to maximize work product in
24 a non-redundant way. Joint Decl. ¶ 23. This, however, does not mean only one attorney
25 would perform one task in the case because, on a matter such as this—involving
26 complex legal and factual issues, multiple experts, and numerous opposing counsel
27 from well-funded defendant and defense firms—multiple attorneys often necessarily
28

1 work together, coordinate, and confer on the same task. *Id.* ¶ 23. Thus, while Class
2 Counsel’s time entries have been reviewed and audited to ensure that duplicative or
3 unnecessary time has been excluded to eliminate redundancies, they have not
4 eliminated all time where different attorneys were engaged in the same or similar task
5 because such work was reasonable and necessary to litigate the Action for the benefit
6 of the Settlement Class. *Id.* Accordingly, Class Counsel’s audited time entries
7 accurately reflect work actually, reasonably, and necessarily performed in connection
8 with the litigation of this matter. *Id.*

9 Included in Class Counsel’s Joint Declaration is a summary of each
10 professional’s hours worked and hourly rates. Joint Decl. ¶ 26. Additionally, Class
11 Counsel has filed an application to allow the Court *in camera* review of spreadsheets
12 itemizing this work by date, name, description, hours, rate, and amount. *Id.* ¶ 25. At
13 the time the Settlement was reached, Class Counsel had failed to reach resolution with
14 Toyota during several prior instances of settlement discussions, had engaged in
15 significant discovery, spent considerable time and resources consulting with potential
16 experts, and had a firm understanding of the risks and benefits of further litigation.
17 Indeed it is Class Counsel’s belief that without this work and the pressures and
18 leverages created by this work, the parties would not have reached any settlement. *Id.*
19 ¶ 20.

20 Accordingly, as set forth above and in Class Counsel’s Joint Declaration, the
21 2814.84 hours worked by Class Counsel were reasonable and should be included in
22 determining Class Counsel’s lodestar figure.

23 **2. Class Counsel’s hourly rates are reasonable.**

24 In examining the reasonableness of the attorney’s hourly rates, courts find that
25 “[t]he reasonable hourly rate is that prevailing for private attorneys in the community
26 conducting noncontingent litigation of the same type.” *Glaviano*, 22 Cal. App. 5th at
27 744 (citing *Ketchum*, 24 Cal.4th at 1133 and *PLCM Grp., Inc. v. Drexler*, 22 Cal. 4th
28

1 1084, 1095 (2000)); *see also DeCarlo*, 2025 U.S. Dist. LEXIS 145693 at *5-6 (hourly
2 rate “must be reasonable given the experience, skill and reputation of the attorney
3 requesting fees” and the “requested rates must be in line with those prevailing in the
4 community for similar services by lawyers of reasonable comparable skill, experience
5 and reputation”) (citation and internal quotation marks omitted).

6 In this complex class action litigation, Class Counsel’s respective rates are in
7 line with those of private attorneys in the community performing similar types of
8 noncontingent complex litigation and are reasonable based on their respective skill,
9 experience, and reputation. The rates are broken down by each professional
10 performing work on this action in the Joint Declaration. Joint Decl. ¶ 26.

11 The Real Rate Report supports the reasonableness of Class Counsel’s rates. *See*
12 Joint Decl. ¶¶ 29-31 & Ex. 4. This Court recently explained that “[m]ultiple courts
13 have found the annual Real Rate Report to be a useful guidepost for assessing
14 reasonable rates in the Central District.” *DeCarlo*, 2025 U.S. Dist. LEXIS 145693 at
15 *6 (citing cases) (internal quotation marks omitted). In *DeCarlo*, the Court also found
16 the Real Report’s Third Quartile rates constituted the appropriate guideline for
17 determining class counsel’s fee. *Id.* at *6-7.

18 Here, “Class Counsel have literally decades of experience successfully
19 prosecuting class actions” involving consumer protection issues. *See DeCarlo*, 2025
20 U.S. Dist. LEXIS 145693 at *6; Joint Decl. ¶¶ 5, 26. Moreover, Class Counsel’s rates
21 are predominantly below the Third Quartile and near the median rates for Partners and
22 Associates in Los Angeles, as set forth in the 2025 Real Rate Report. Joint Decl. ¶¶
23 26, 29-31. Class Counsel’s rates are also predominantly under the Third Quartile for
24 Partners and Associates in Los Angeles as set forth in the 2023 Rate Report. *See*
25 *DeCarlo*, No. 23-cv-01659-DSF-RAO, Dkt No. 34-7 at 16, 26, 30-31.

26 Accordingly, Class Counsel’s rates are reasonable and should be approved.
27
28

1 **3. The proposed multiplier is reasonable**

2 Toyota has agreed to pay \$2,850,000 in attorney’s fees. Based on Class
3 Counsel’s lodestar, this represents a current multiplier of approximately 1.05. The
4 multiplier will decrease (and perhaps become a negative multiplier) based on Class
5 Counsel’s continued work on the case. Class Counsel expects to maintain a high level
6 of oversight and involvement in this case, and will continue to expend significant
7 attorney time given the future work still needed for completion of the Settlement,
8 including: preparing the motion for final approval, preparing for and attending the
9 final approval hearing, responding to objections, addressing any appeals, monitoring
10 the Settlement should final approval be granted, and taking all necessary steps to close
11 out the litigation. Joint Decl.¶ 28. Even prior to a decrease, the current lodestar
12 multiplier of 1.05 is warranted.

13 The requested multiplier is relatively modest and well within the accepted
14 range. *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 (2008) (affirming multiplier of
15 2.5); *Pellegrino v. Robert Half Int’l, Inc.*, 182 Cal. App. 4th 278, 291 (2010)
16 (multiplier of 1.75); *Sonoma Land Trust v. Thompson*, 63 Cal. App. 5th 978, 986
17 (2021) (noting in affirming multiplier of 1.4 that “any one factor may justify an
18 enhancement” and that “[h]ere, a key factor was contingent risk”); *The Kennedy Com.*
19 *v. City of Huntington Beach*, 91 Cal. App. 5th 436, 467 (2023) (multiplier of 1.4,
20 including based on attorney’s preclusion of other employment and case involving
21 complex issues which took several years to resolve); *Gutierrez v. Amplify Energy*
22 *Corp.*, 2023 U.S. Dist. LEXIS 72861, *30 (C.D. Cal. Apr. 24, 2023) (approving
23 “modest multiplier of 1.3” and stating “In the Ninth Circuit, a multiplier ranging from
24 1.0 to 4.0 is considered presumptively acceptable”) (citations and internal quotation
25 marks omitted).

26 This case involved novel and technically difficult issues that required
27 substantial skill and attention for Class Counsel to effectively navigate. *See Guzman*,

1 2024 U.S. Dist. LEXIS 232394 at *3-4 (considering skill required and employed to
2 handle case); *Lealao*, 82 Cal. App. 4th 19, 26 (considering novelty and complexity of
3 the issues). Class Counsel had to engage in an extensive review of over 90,000 pages
4 of documents produced by Toyota, including highly technical documents related to
5 the electrical components of the Subject Vehicles and nature/cause of the Echo Issue,
6 which Plaintiff contended stemmed from a particular type of chip in the head unit of
7 Class Vehicles that did not properly cancel echo. Further, Class Counsel had to
8 examine, in conjunction with their clients and experts, the availability (or lack thereof)
9 of various technical “fixes” to the Echo Issue. And although Class Counsel determined
10 from its investigation that Toyota, *inter alia*, was unable to upgrade the chip causing
11 the Echo Issue or make other engineering level fixes, Class Counsel confirmed, from
12 its review of Toyota’s document production and its own testing and consultation with
13 experts that the volume adjustment procedure was effective, despite consumers not
14 being directly informed about it. Joint Decl. ¶¶ 10-13. Accordingly, this Action
15 involved a technically complex subject matter that required substantial time and skill
16 to properly understand and analyze.

17 Nor had any counsel other than Class Counsel pursued a class action to
18 represent the interests of the Class. Further, the extensive hours Class Counsel incurred
19 in litigating this Action over nearly six years, as detailed above, precluded other
20 employment by Class Counsel. *Id.* ¶ 27; *Nichols*, 155 Cal. App. 4th at 1240.

21 Moreover, Class Counsel’s compensation in this action for services rendered to
22 the Class is wholly contingent, and Class Counsel litigated this action for years with
23 no guarantee of compensation or any reimbursement, despite knowing they could
24 expect years of hard-fought litigation against top-tier defense counsel. Joint Decl. ¶
25 27. Adding to the risk of litigating this action on a contingent basis was the fact that,
26 while damage classes are often certified under Rule 23(b)(3) in auto-defect cases, it is
27 by no means guaranteed. *See id.* ¶ 20 (citing *Hamm v. Mercedes-Benz U.S.*, 2021 U.S.
28

1 Dist. LEXIS 65098, *35 (N.D. Cal. Apr. 2, 2021) (denying class certification for
2 23(b)(3) damages class in case alleging omission of auto-defect based on lack of
3 predominance); *Kondash v. Kia Motors Am., Inc.*, 347 F.R.D. 197, 211 (S.D. Ohio
4 2020) (denying class certification for lack of predominance); *Speerly v. GM, LLC*, 143
5 F.4th 306, 312 (6th Cir. 2025) (reversing district court’s certification of multi-state
6 consumer fraud classes alleging defect in transmission)).

7 Additionally, recent auto-defect cases that proceeded to trial on the merits reveal
8 potential risk in obtaining damages for the Class—even if liability were established.
9 For example, in *Nuwer v. FCA US LLC*, 0:20-cv-60432 (S.D. Fla. Jan. 2024), a jury
10 found liability but awarded zero damages. Similarly, in *Cardenas v. Toyota*, 1:18-cv-
11 22798 (S.D. Fla. 2023), a jury ruled for Toyota on defective AC claims. But even if
12 Class Counsel successfully litigated this Action for many more years through class
13 certification, a 23(f) appeal, *Daubert* motions, summary judgment motions, and
14 obtained a verdict at trial, the risk and delay from appeals remained. *Id.* ¶ 20.

15 Additionally, the results and/or benefit obtained for the Class is significant. *In*
16 *re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d at 941-42; *Lealao*, 82 Cal. App. 4th
17 at 26. As addressed above, although Class Counsel determined the volume adjustment
18 procedure was effective in addressing the Echo Issue, it became evident that one of
19 the main issues for consumers was a lack of disclosure of the Echo Issue itself (which
20 is not always self-evident because it is not experienced by the driver), combined with
21 the vague “Tech Tip” which had not been provided directly to the consumers. Joint
22 Decl. ¶ 13. Thus, Toyota’s approach still placed a burden on consumers by requiring
23 them to take their vehicles into a dealer to resolve the Echo Issue, assuming consumers
24 even had a proper understanding of the existence and nature of the Echo Issue. *Id.*
25 Moreover, despite the Tech Tip being *available* for dealers to search for and
26 potentially find in their computer systems, documents produced in discovery appeared
27 to show numerous instances of dealers not applying the volume adjustments, not
28

1 advising the consumers of the volume adjustment procedure, or applying the wrong
2 remedy such as software updates that Toyota knew would be ineffective. *Id.* ¶ 13.

3 Plaintiffs have also consistently asserted that the Echo Issue, and Toyota simply
4 maintaining the status quo in response, presented a safety risk as well as a legal risk
5 in states prohibiting the use of cell phones without hands-free systems. *See, e.g.*, FAC
6 ¶¶ 2, 84-87. This too was born out in discovery by consumer complaints expressing
7 these concerns as well as evidencing consumers’ belief that Toyota did not have a
8 solution and they had given up waiting for one. Joint Decl. ¶ 14. Toyota’s own manuals
9 state that using phones—or similarly adjusting volumes on the phone or trying to
10 resolve what may be thought of as a faulty connection—while driving presents a safety
11 risk. *Id.* Plaintiffs thus contended that Toyota failed to educate Class Members about
12 the Echo Issue or directly provide them with the volume adjustment remedy—steps
13 Toyota had not taken until this Settlement despite having created the remedy in 2018.
14 *Id.* ¶ 15.

15 Ultimately, Class Counsel shares objector Hribernick’s frustration that it took
16 years of litigation to achieve the Settlement. The fact that the solution to the Echo
17 Issue is relatively simple, however, does not mean this is a windfall and does not
18 negate the years of work it took Class Counsel in the face of Toyota vigorously
19 litigating the case before it agreed to provide education and the remedy directly to
20 consumers.

21 Finally, Plaintiffs’ expert Christian Tregillis, conservatively estimates the value
22 of the injunctive relief to be \$22,500,000. *See* Dkt. 170-8, Tregillis Decl. That figure
23 looks to the costs saved by consumers who might try a different self-help method, and
24 excludes the more extensive time and costs consumers would likely incur by trying to
25 deal with the Echo Issue via a mechanic or dealer. The two objectors worry consumers
26 will ultimately pay for the Settlement via increased costs for new Toyota vehicles. But
27 that ignores the conservative \$22.5 million facing consumers to deal with the Echo
28

1 Issue without the Settlement. It also ignores the costs to Toyota to deal with customers
2 continuing to bring cars to dealers to address the Echo Issue, which would likewise be
3 passed to consumers under the objectors' logic.

4 Finally, the fee requested represents 12.67% of this conservative value of the
5 injunctive relief—far below the 25% benchmark common in the Ninth Circuit. *See*
6 *DeCarlo*, 2025 U.S. Dist. LEXIS 145693 at *8-9 (performing “percentage-of-recovery
7 cross check and finding fee representing 20% of recovery “falls well within the range
8 approved in other cases”).

9 Accordingly, this Settlement provides a substantial benefit and excellent result
10 for the class, while preserving Class Members' ability to pursue a claim for monetary
11 relief. Joint Decl. ¶ 21. Thus, the requested fee award is fair and reasonable in light of
12 the relevant factors considered by this Circuit. It reflects the excellent results achieved,
13 the significant risks Class Counsel shouldered in prosecuting this years-long complex
14 action, the skill and efficiency of the attorneys, and the time devoted to the case.

15 **IV. THE REQUESTED COSTS AND EXPENSES ARE REASONABLE**

16 Under Rule 23, “the court may award . . . nontaxable costs that are authorized
17 by law or by the parties' agreement.” Fed. R. Civ. P. 23(h). Toyota has agreed to pay
18 up to \$300,000 for Class Counsel's costs and expenses. *See* Agreement, § VII.B, C.⁸
19 In examining the reasonableness of costs and expenses, courts find that reasonable
20 expenses are those “that would typically be billed to paying clients in non-contingency
21 matters.” *Sypherd v. Lazy Dog Rests., LLC*, 2023 U.S. Dist. LEXIS 23257, *15 (C.D.
22 Cal. Feb. 10, 2023) (citing *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994)). Such
23 reasonable expenses can include “photocopying, printing, postage and messenger
24 services, court costs, legal research on Lexis and Westlaw, experts and consultants,

25
26 ⁸ The requested costs and expenses would also be authorized “by law.” *See, e.g., In*
27 *re Cobra Sexual Energy Sales Practices Litig.*, 2021 U.S. Dist. LEXIS 68656, *18
28 (C.D. Cal. Apr. 7, 2021) (noting the “CLRA provides that the ‘court shall award
court costs and attorney's fees to a prevailing plaintiff in litigation filed pursuant to
this section.’”).

1 and the costs of travel . . .” as “[a]ttorneys routinely bill clients for all of these
2 expenses.” *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1048-49 (N.D. Cal. 2007).

3 Here, Class Counsel have reasonably incurred \$278,683.96 in unreimbursed
4 costs and expenses in prosecuting this action. Joint Decl., ¶ 32 & Ex. 5 thereto
5 (detailing expenses). These expenses include postage and messenger services, court
6 costs, phone charges, travel, document reproduction, deposition services, and expert
7 witness and/or consultant fees. *Id.* These expenses reflect that Class Counsel spent
8 considerable time and resources consulting with prospective experts, which was
9 essential to prosecuting this action, including in understanding and organizing the
10 documents and complex issues involved in this Action. As set forth above, these are
11 expenses that courts in this Circuit find reasonably incurred in advancing litigation on
12 behalf of the class and that are typically billed to paying clients in non-contingency
13 matters.

14 Accordingly, Class Counsel’s requested litigation costs and expenses are
15 reasonable.

16 **V. THE REQUESTED SERVICE AWARDS ARE REASONABLE**

17 The Parties also agreed that Class Counsel may petition the Court for Class
18 Representative service awards (sometimes called “incentive awards”) of up to
19 \$95,000.00 for all of the named Plaintiffs. Agreement, § VII.F. Courts look to federal
20 law in addressing service awards for the named plaintiffs. *See DeCarlo*, 2025 U.S.
21 Dist. LEXIS 145693 at *12 (looking to Ninth Circuit precedent in determining
22 reasonableness of requested service award despite applying state law with respect to
23 fee request); *Brown v. Hain Celestial Grp., Inc.*, 2016 U.S. Dist. LEXIS 20118, *26-
24 27 (N.D. Cal. Feb. 18, 2016) (same).

25 Service awards are “fairly typical in class action cases” and “intended to
26 compensate class representatives for work done on behalf of the class [and] to make
27 up for financial or reputational risk undertaken in bringing the action.” *Gaston v.*
28

1 *Fabfitfun, Inc.*, 2021 U.S. Dist. LEXIS 250695, *4 (C.D. Cal. Dec. 9, 2021) (quoting
2 *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958, 963 (9th Cir. 2009) (additional
3 citation omitted). In determining the reasonableness of a service award, district courts
4 may look to “(1) the actions the plaintiff has taken to protect the interests of the class;
5 (2) the degree to which the class has benefitted from those actions; (3) the duration of
6 the litigation and the amount of time and effort the plaintiff expended in pursuing the
7 litigation; and (4) the risks to the plaintiff in commencing the litigation.” *Id.* at *10
8 (citation omitted). “The range of acceptable enhancement payments is discretionary,
9 but courts have determined that a \$5,000 payment is presumptively reasonable.” *Id.*
10 *See also Brown*, 2016 U.S. Dist. LEXIS 20118 at *27 (approving \$7,500 to each class
11 representative where plaintiffs “described sufficiently the efforts of the named
12 plaintiffs, including consulting with counsel, attending mediations, being deposed, and
13 otherwise participating in the litigation”); *Chen v. Western Digital Corp.*, 2021 U.S.
14 Dist. LEXIS 6728, *29 (C.D. Cal. Jan. 5, 2021) (granting \$18,000 service award); *see*
15 *also Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, *11-12
16 (C.D. Cal. Sep. 20, 2022) (approving \$15,000 service award).

17 Here, Class Counsel requests, and Toyota has agreed to pay, a combined service
18 award of \$95,000 to the fourteen Plaintiffs. Throughout this six-year litigation,
19 Plaintiffs assisted with investigating and drafting the complaints, met with counsel on
20 numerous occasions, responded to Toyota’s extensive discovery (23-28
21 interrogatories and 45-46 document requests per plaintiff), and monitored the case’s
22 progress. Joint Decl. ¶ 16. Thirteen Plaintiffs subjected their vehicles to multi-hour
23 inspections by Toyota’s consultants at dealerships (all but Coviello). *Id.* Eleven
24 Plaintiffs sat for depositions by Toyota’s attorneys after substantial preparation with
25 Class Counsel (all but Freeman, Granger, and Coviello). *Id.* Each Plaintiff conferred
26 with Class Counsel regarding settlement terms and reviewed, approved, and signed
27 the Settlement Agreement. *Id.*

1 Plaintiffs accepted the reputational risks of being named in public litigation and
2 willingly bore invasions of privacy through discovery to vindicate the Class’s rights.
3 *Id.* ¶ 33. Accordingly, Class Counsel proposes dividing the service award as follows:
4 \$2,500 to Coviello (no inspection or deposition); \$5,000 each to Freeman and Granger
5 (inspections but no deposition); and \$7,500 to each of the remaining eleven Plaintiffs.

6 **VI. CONCLUSION**

7 For the foregoing reasons, Plaintiffs respectfully request that the Court grant
8 Plaintiffs’ Amended Motion and enter an Order awarding (1) Class Counsel’s
9 reasonable attorney’s fees in the amount of \$2,850,000; (2) Class Counsel’s litigation
10 costs and expenses in the amount of \$278,683.96; and (3) a combined service award
11 for the named Plaintiffs in the amount of \$95,000.

12 Dated: January 6, 2026

Respectfully submitted,

13 ARIAS SANGUINETTI WANG
14 & TEAM LLP

15 By: /s/ M. Anthony Jenkins

16 Mike Arias
17 Craig S. Momita
M. Anthony Jenkins

18 GOLDENBERG HELLER
19 & ANTOGNOLI, P.C.

20 Thomas P. Rosenfeld
21 Kevin P. Green
Daniel S. Levy

22 *Attorneys for Plaintiffs*

CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiffs certifies that this brief contains 6,897 words, which complies with the word limit of L.R. 11-6.1.

/s/ M. Anthony Jenkins
M. Anthony Jenkins

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12 [*Additional Counsel Cont'd. After Caption*]

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 GLENN KESSELMAN, an individual,
16 on behalf of himself and all others
17 similarly situated, *et al.*,

18 Plaintiffs,

19 vs.

20 TOYOTA MOTOR SALES, U.S.A.,
21 INC., a California Corporation

22 Defendant.

Case No. 2:21-cv-06010-TJH-JC

HON. TERRY J. HATTER JR.

**JOINT DECLARATION IN
SUPPORT OF PLAINTIFFS'
AMENDED NOTICE OF MOTION
AND MOTION FOR ATTORNEY'S
FEES, EXPENSES, AND SERVICE
AWARD**

Judge: Hon. Terry J. Hatter, Jr.

Place: Courtroom #9C

Hearing Date: March 2, 2026

Hearing Time: 10:00 a.m.

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1 Thomas P. Rosenfeld, *admitted pro hac vice*
2 Kevin P. Green, *admitted pro hac vice*
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1 Pursuant to 28 U.S.C. § 1746, we, Mike Arias, Kevin P. Green, and Richard
2 S. Cornfeld declare as follows:

3 1. I, Mike Arias, am managing partner of the law firm of Arias, Sanguinetti,
4 Wang & Team LLP (“ASWT”), and am a member in good standing of the California
5 Bar and of the United States District Court for the Central District of California.
6 ASWT represents the Plaintiffs and Settlement Class in this Action. I am fully
7 competent to make this declaration. I make the statements herein regarding my actions
8 and on behalf of ASWT based on my personal knowledge, my recollection, and my
9 review of the records maintained in the ordinary course of my firm’s practice, and
10 would competently testify thereto if called upon to do so. The time and descriptions
11 in ASWT’s records were regularly and contemporaneously recorded by ASWT
12 timekeepers pursuant to firm policy and have been maintained in the firm’s
13 computerized records.

14 2. I, Kevin P. Green, am a shareholder with the law firm of Goldenberg
15 Heller & Antognoli, P.C. (“GHA”), am a member in good standing of the Illinois Bar
16 and the Missouri Bar, and am admitted *pro hac vice* to this Court in this Action. GHA
17 represents the Plaintiffs and Settlement Class in this Action.¹ I am fully competent to
18 make this declaration. I make the statements herein regarding my actions and on
19 behalf of GHA based on my personal knowledge, my recollection, and my review of
20 the records maintained in the ordinary course of my firm’s practice, and would
21 competently testify thereto if called upon to do so. The time and descriptions in
22 GHA’s records were regularly and contemporaneously recorded by GHA timekeepers
23 pursuant to firm policy and have been maintained in the firm’s computerized records.

24 3. I, Richard S. Cornfeld, was Of Counsel with GHA from January 2023
25 until my retirement in December 2024. Prior to joining GHA, I was the owner of the
26 Law Office of Richard S. Cornfeld, LLC (“LORC”), through which I was the original
27

28 ¹ ASWT and GHA are collectively referred to herein as “Class Counsel.”

1 counsel for the Plaintiffs and the putative Class in this Action, along with my former
2 associate, Daniel S. Levy (who also joined GHA in January 2023). I, along with Mr.
3 Levy, continued to represent Plaintiffs and the putative Class upon our joining GHA.
4 I make the statements herein regarding my actions and on behalf of LORC based on
5 my personal knowledge, my recollection, and my review of the records maintained in
6 the ordinary course of my firm’s practice, and would competently testify thereto if
7 called upon to do so. The time and descriptions in LORC’s records were regularly and
8 contemporaneously recorded by LORC timekeepers pursuant to firm policy and have
9 been maintained in the firm’s computerized records.

10 4. We make this Joint Declaration in support of Plaintiffs’ Amended Motion
11 for Attorney’s Fees, Expenses, and Service Award (the “Fee Motion”) in connection
12 with Plaintiffs’ settlement with Defendant Toyota Motor Sales, U.S.A., Inc.
13 (“Toyota”).²

14 5. Class Counsel has substantial experience representing plaintiffs in
15 consumer class litigation and in other complex litigation similar to the present Action.
16 Attached as Exhibits 1 and 2, are the firm resumes for ASWT and GHA, respectively.
17 Exhibit 3 sets forth the professional backgrounds of the attorneys formerly associated
18 with Class Counsel’s firms who performed work on behalf of the Class.

19 6. In litigating this Action for over six years, Class Counsel, Mr. Cornfeld,
20 and attorneys and staff at their firms have vigorously and competently represented the
21 best interests of Plaintiffs and the Class and have dedicated substantial resources to
22 prosecuting this Action.

23 7. The case began on July 24, 2019, with the filing of the Missouri Action.
24 Prior to that time, counsel conducted all of the initial investigation, legal and factual
25 research, conferred and met with Plaintiffs on numerous occasions, and drafted and

26 ² Unless otherwise stated, all defined terms used herein have the meanings set forth
27 in the Motion for Preliminary Approval (Dkt. 145), Memorandum of Points and
28 Authorities (Dkt. 145-1), and Settlement Agreement (Dkt 145-3).

1 filed the original complaint. Early on, the litigation against Toyota involved multiple
2 lawsuits in multiple state and federal jurisdictions. After this Action was filed, the
3 parties stipulated to centralize and consolidate the Missouri Action and other federal
4 litigation in this Court. *See, e.g.*, Dkt. 36, 65, 67. We also filed a separate action against
5 Toyota on behalf of a California class in the State Action, which is currently stayed
6 pending the outcome of this Action.

7 8. Prior to reaching this Settlement, Class Counsel spent substantial time
8 engaged in significant pre-trial motion practice, including briefing on Toyota's motion
9 to dismiss in the Missouri Action, consolidation and transfer of the Missouri Action
10 into this Action (Dkt. 65, 67), drafting an amended complaint to incorporate the claims
11 of Plaintiffs from the Class States (Dkt. 39), briefing on Toyota's Motion to Dismiss
12 the First Amended Complaint (Dkt. 59, 64, 69, 97), briefing and supplemental
13 authority on Toyota's Motion to Compel Arbitration and Stay Proceedings (Dkt. 88,
14 89, 91, 92, 94), and drafting amended pleadings following the Court's Order on the
15 Motion to Dismiss and based on facts from discovery.

16 9. Further, the parties engaged in extensive discovery over several years. For
17 instance, Toyota served written discovery on each Plaintiff in June and July of 2022.
18 Class Counsel worked closely with the Plaintiffs to answer and produce documents.
19 Additionally, Toyota required the inspection of the Plaintiffs' vehicles at Toyota
20 dealerships, and Class Counsel coordinated and attended each of these inspections (13
21 of the 14 Plaintiffs), mostly in late 2022/early 2023. Class Counsel also prepared and
22 defended 11 of the Plaintiffs for their deposition by Toyota. On February 10, 2023,
23 Class Counsel, which had conducted some written discovery in the Missouri Action,
24 served Toyota with additional interrogatories, document requests, and a Rule 30(b)(6)
25 deposition notice setting forth 35 topics. From March 2023 to February 2024, the
26 parties engaged in extensive discovery conferences and document review. During this
27 period, Toyota provided objections, responses, and supplemental productions to
28 Plaintiffs' discovery requests. Class Counsel met and conferred with Toyota by letter

1 and telephone on approximately thirty occasions to work through objections, address
2 issues with document productions, and address the scope of written discovery and
3 deposition topics, including, *inter alia*, on May 18, 2023 (letter) May 19 (letter and
4 phone), May 25 (written objections to deposition topics), June 5 (objections and
5 responses to document requests), June 14 (letter), June 16 (phone), June 19 (letter),
6 June 28 (phone), July 7 (letter), July 11 (phone), August 4 (letter), August 9 (letter),
7 August 10 (phone), August 15 (letter), August 25 (phone), August 28 (supplemental
8 production), August 29 (letter), September 8 (supplemental production), September
9 14 (emails), September 15 (supplemental production), September 18 (Plaintiffs sent
10 Toyota its proposed Stipulation for discovery dispute pursuant to L.R. 37-2.1 and 37-
11 2.2), September 19 (emails), September 26 (letter and phone), October 3
12 (supplemental production, emails, phone), October 4 (phone), October 6 (email,
13 phone), October 10 (phone), October 27 (phone), November 14 (phone), December
14 18 (phone), January 30, 2024 (letter), February 23 (phone).

15 10. During the period described above, Class Counsel also reviewed over
16 90,000 pages of documents produced by Toyota over the course of nine productions.
17 These included many cumbersome spreadsheets with thousands of rows and many
18 highly technical documents relating to the electrical components of the Subject
19 Vehicles and nature/cause of the Echo Issue. Additionally, Class Counsel spent
20 significant time and expense working with consultants and potential expert witnesses
21 to, *inter alia*, gain a complete understanding of the nature and cause of the Echo Issue.
22 As Class Counsel reviewed these documents with their consultants, they gained a more
23 complete and nuanced understanding of the Echo Issue and continued preparing for
24 litigation of class certification and merits issues.

25 11. For example, as a result of their extensive review and analysis, Class
26 Counsel determined that the more than 1.8 million Subject Vehicles have a common
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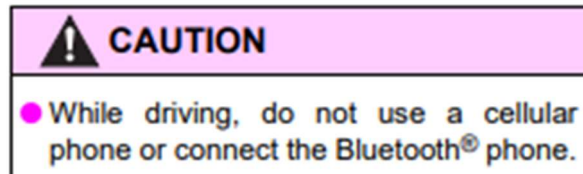
1 or substantially similar head unit³ and, in particular, a common internal component
2 called the AMIGO chip responsible for echo reduction that Plaintiffs contend cause
3 the Echo Issue. In particular, Plaintiffs contend that the Subject Vehicles contain
4 Calendar Year (CY) 13 head unit models with an AMIGO chip that becomes
5 overdriven at higher volumes, causing echo. Toyota vehicles with the CY17 head unit
6 (not at issue) do not have this problem and do not experience the Echo Issue.

7 12. Counsel also investigated the availability, or potential unavailability, of
8 various “fixes” to the Echo Issue. Based upon investigation, it was clear that the
9 AMIGO chip in the Subject Vehicles cannot be easily fixed with an upgrade or
10 software update to resolve the Echo Issue.

11 13. Toyota eventually created a volume-adjustment procedure to alleviate the
12 echo and made this available to Dealers in a “Tech Tip” that Class Counsel viewed as
13 poorly worded and vague. Through our review of Toyota’s document production and
14 our own testing and consultation with experts, Class Counsel confirmed the
15 effectiveness of the volume adjustment procedure. It became evident, however, that
16 one of the main issues for consumers was a lack of disclosure of the Echo Issue itself
17 (which is not always self-evident because it is not experienced by the driver),
18 combined with the vague “Tech Tip” which had not been provided directly to the
19 consumers. Thus, Toyota’s approach still placed a burden on consumers by requiring
20 them to take their vehicles into a dealer to resolve the Echo Issue. Moreover, despite
21 the Tech Tip being *available* for dealers to search for and potentially find in their
22 computer systems, documents produced in discovery appeared to show numerous
23 instances of dealers not applying the volume adjustments, not advising the consumers
24 of the volume adjustment procedure, or applying the wrong remedy such as software
25 updates that Plaintiffs contended were ineffective.

26 _____
27 ³ The “head unit” is the component of Subject Vehicles located in the dashboard that
28 contains the multimedia system, including the Bluetooth system.

1 14. Plaintiffs have also consistently asserted that the Echo Issue—and Toyota
2 simply maintaining the status quo for its response—presented a safety risk in that it
3 would cause drivers to use phones while driving or similarly attempt to adjust volumes
4 or other settings on the phone while driving to try to resolve what may be thought of
5 as a faulty connection. This also presented a legal risk in states that promote safety by
6 prohibiting the use of cell phones without hands-free systems. *See, e.g.*, FAC ¶¶ 2, 84-
7 87. Toyota’s own manuals explain that using phones or trying to adjust phone volumes
8 or settings or otherwise trying to resolve the issue while driving presents a safety risk⁴:



12 The safety risks, legal risks, and lack of disclosure were further supported by
13 consumer complaints to dealers, including drivers indicating they had been pulled
14 over for holding the phone while driving because of the echo or expressing their
15 frustration with a lack of solution.

16 15. Plaintiffs thus contended that Toyota failed to address a critical need
17 relating to the Echo Issue: educating Class Members about the existence of the Echo
18 Issue and directly providing them with the self-help volume adjustment remedy. And,
19 until this Settlement, Toyota had not taken these steps despite having created the
20 volume-adjustment procedure in 2018 as part of its internal investigation of the Echo
21 Issue.

22 16. Throughout the litigation, each of the named Plaintiffs have spent
23 substantial time on this action. Every Plaintiff spent time meeting with Class Counsel
24 as part of their pre-suit investigation and drafting of the complaints, throughout the
25

26 _____
27 ⁴ 2018 4Runner Navigation & Multimedia System Owner’s Manual, *available at*
28 <https://assets.sia.toyota.com/publications/en/omnav-s/OM35B47U/pdf/OM35B47U.pdf>.

1 discovery process, and as part of the settlement process. Each Plaintiff assisted
2 Counsel in reviewing the Complaints and responding to Toyota's interrogatories and
3 document requests, including by gathering and providing responsive information and
4 documents to Class Counsel to respond to Toyota's 23-28 Interrogatories and 45-46
5 Requests for Production made to each Plaintiff. Throughout the litigation, Plaintiffs
6 monitored the litigation, stayed generally informed of the status of the Action,
7 continued to provide information to Class Counsel, inquired with questions to Class
8 Counsel, and spent additional time working with Class Counsel to coordinate
9 inspections, deposition, and other matters. Of the 14 Plaintiffs, 13 subjected their
10 vehicles to inspection by Toyota (all but Plaintiff Coviello). This process involved
11 finding dates that worked for Plaintiffs, Class Counsel, Toyota, and its consultants,
12 then driving their vehicles to a Toyota dealer and allowing Toyota's consultants to
13 inspect the Echo Issue in their vehicle. These inspections typically lasted 3-4 hours.
14 Additionally, 11 of the 14 Plaintiffs sat for deposition by Toyota (all but Plaintiffs
15 Freeman, Granger, and Coviello). This process involved pre-deposition coordination
16 and meetings with Class Counsel for several hours, reviewing case materials, and then
17 being cross-examined by Toyota's attorneys for multiple hours. As settlement
18 discussions progressed, Plaintiffs and Class Counsel conferred regarding the terms
19 being negotiated and each Plaintiff reviewed, approved, and signed the Settlement
20 Agreement.

21 17. Throughout this case, the parties engaged in multiple rounds of
22 unsuccessful settlement negotiations before reaching the settlement. In January 2021,
23 the parties in the Missouri Action engaged in a court-ordered mediation with Bradley
24 A. Winters of JAMS in St. Louis; however, no settlement was reached. No further
25 settlement discussions were held until 2023. In February 2023, Class Counsel engaged
26 in settlement negotiations with counsel for Toyota from King & Spalding LLP;
27 however, by June 2023, it was clear that a path to settlement was not available at the
28

1 time. In December 2023, we again re-engaged in settlement negotiations with
2 Toyota's counsel, but those discussions were also unsuccessful in achieving a
3 settlement. In May 2024, we reengaged in settlement negotiations with Toyota's
4 counsel regarding a prospective injunction-only class settlement. These negotiations
5 were hard-fought and continued over the next several months, ultimately resulting in
6 the Settlement terms. During these negotiations, the parties only discussed the terms
7 for the Class and did not discuss the payment of attorneys' fees, costs, expenses, or
8 Class Representative service awards. The preservation of Class Members' right to seek
9 monetary damages was a key term negotiated during this time. Another critical
10 component of this settlement negotiation process was developing and implementing a
11 vigorous and comprehensive education and outreach program that involved direct
12 communications to Class Members despite Toyota not having contact information for
13 Class Members in its possession. Thus, the negotiations including an agreement
14 whereby Toyota would acquire contact information from third party S&P Global
15 Automotive so that it could provide direct individual notice to nearly 1.8 million Class
16 Members. We also wanted the program to capture Class Members who might not
17 receive direct notice via publication notice and successfully negotiated publication
18 terms that included launching a dedicated settlement website, issuing press releases in
19 English and Spanish through PR Newswire, deploying targeted social-media
20 advertising on Facebook and Instagram with geotargeting to the Class States,
21 deploying targeted digital advertising on the *Google Display Network*, placing banner
22 ads on Google and national news outlets, running sponsored search listings on Google,
23 Yahoo!, and Bing, and establishing a dedicated toll-free telephone number and FAQs,
24 in addition to direct CAFA notice to federal and state officials. This robust,
25 multifaceted notice effort was essential to ensure that the Education and Outreach
26 Program reached the maximum number of Class Members.

27 18. We reached agreement in principle on the terms for the class and
28

1 thereafter notified the Court on October 18, 2024. Dkt. 133. It was only after the
2 settlement in principle for the Class had been reached that we began negotiating with
3 Toyota's counsel regarding the amount of attorneys' fees, costs, expenses, and service
4 awards that, separate and apart from the consideration for the settlement, and subject
5 to Court approval, would be paid by Toyota. We reached agreement in principle with
6 Toyota on those terms on December 2, 2024.

7 19. Class Counsel's compensation for services rendered to the Class is wholly
8 contingent, and Class Counsel has worked on this matter for years without any
9 guarantee of compensation or reimbursement. Thus, in undertaking this matter, Class
10 Counsel knew that they could expect years of hard-fought litigation against top-tier
11 defense counsel, with no guarantee of success.

12 20. At the time the Settlement was reached, Plaintiffs and Class Counsel had
13 engaged in significant discovery, spent considerable time and resources consulting
14 with potential experts, and had a firm understanding of the risks and benefits of further
15 litigation. Indeed it is Class Counsel's belief that without this work and the pressures
16 and leverages created by this work, the parties would not have reached any settlement.
17 The benefits of rejecting a settlement and continuing with litigation included that the
18 education/volume-adjustment procedure could potentially be disclosed and Class
19 Members could potentially recover damages at some unknown time in the future.
20 These potential benefits were weighed against several risks of continuing litigation.
21 The end of this already years-long litigation was not in sight, nor was a favorable
22 outcome certain. The case involved complex and vigorously disputed legal and factual
23 questions had already involved multiple pre-trial motions and discovery disputes.
24 Further, Toyota repeatedly indicated its intent to vigorously contest class certification
25 (including through a Rule 23(f) interlocutory appeal), liability, and damages through
26 trial and appeal. While damage classes are often certified under Rule 23(b)(3) in auto-
27 defect cases, it is by no means guaranteed. *See, e.g., Hamm v. Mercedes-Benz U.S.*,
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1 2021 U.S. Dist. LEXIS 65098, *35 (N.D. Cal. Apr. 2, 2021) (denying class
2 certification for 23(b)(3) damages class in case alleging omission of auto-defect based
3 on lack of predominance); *Kondash v. Kia Motors Am., Inc.*, 347 F.R.D. 197, 211
4 (S.D. Ohio 2020) (denying class certification for lack of predominance); *Speerly v.*
5 *GM, LLC*, 143 F.4th 306, 312 (6th Cir. 2025) (reversing district court’s certification
6 of multi-state consumer fraud classes alleging defect in transmission). Moreover,
7 recent auto-defect cases that proceeded to trial on the merits revealed potential risk in
8 obtaining damages for the Class—even if liability were established. For example, in
9 January 2024, *Nuwer et al. v. FCA US LLC*, Case Number 0:20-cv-60432 (S.D. Fla.)
10 proceeded to trial. This was a class action against Fiat Chrysler alleging its vehicles
11 contained faulty automatic head restraints. The jury found the company violated
12 Florida’s consumer fraud statute by not disclosing a known defect and was therefore
13 liable; however, the jury also determined class members were not owed any monetary
14 damages. *Nuwer* came on the heels of the 2023 verdict in *Cardenas et al. v. Toyota*
15 *Motor Corp. et al.*, Case Number 1:18-cv-22798 (S.D. Fla.), where a jury ruled in
16 favor of Toyota in a class action alleging certain Camry models had defective air
17 conditioning units that caused mold to grow in the car’s AC systems. And even if
18 Class Counsel successfully litigated the case for many more years through class
19 certification, a 23(f) appeal, *Daubert* motions, summary judgment motions, and
20 obtained a verdict at trial, the risk and delay from appeals remained.

21 21. Despite these risks, Class Counsel, along with Mr. Cornfeld (pre-
22 retirement), vigorously prosecuted this case for over seven years without pay or a
23 guarantee of payment, requiring a substantial investment of time and out-of-pocket
24 expenses by Class Counsel. Eventually, and as described above, settlement
25 negotiations led to discussion of a direct outreach program whereby Class Members
26 would immediately receive the education/volume-adjustment procedure via direct
27 notice. This proposal for a substantive change in corporate behavior and direct
28

1 outreach to Class Members represented a positive shift in the discussions and had to
2 be weighed against the reality that, should litigation continue, Class Members might
3 continue to remain in the dark about the existence of the Echo Issue and self-help
4 remedy for years—or perhaps always if Toyota prevailed. But Class Counsel also
5 understood that they could not agree to release Class Members’ claims for monetary
6 damages in any injunction-only settlement where Class Members would not receive
7 compensation. Thus, Class Counsel negotiated for, and eventually obtained,
8 agreement that the settlement would not release Class Members’ claims for monetary
9 relief related to the Echo Issue, meaning they are in the same posture as before with
10 respect to those claims, and free to pursue them should they desire.

11 22. Against this backdrop of risk, expense, and extensive effort, and for the
12 reasons set forth in the Fee Motion, we believe the requested fee award is fair and
13 reasonable in light of the relevant factors considered by this Circuit. It reflects the
14 excellent results achieved, the significant risks Class Counsel shouldered in
15 prosecuting this years-long complex action, the skill and efficiency of the attorneys,
16 and the time devoted to the case.

17 23. Throughout this action, Class Counsel has sought to reach consensus with
18 one another and manage the administration and work division in this Action
19 efficiently, coordinating work assignments through email and videoconference calls,
20 and working to avoid duplication of efforts or unnecessary work undertaking, while
21 ensuring the skills and talents of counsel were put to use effectively to maximize work
22 product in a non-redundant way. This, however, does not mean only one attorney
23 would perform one task in the case. On a matter such as this—involving complex legal
24 and factual issues, multiple experts, and numerous opposing counsel from well-funded
25 defendant and defense firms—multiple attorneys often necessarily work together,
26 coordinate, and confer on the same task. Thus, while the time entries below have been
27 reviewed and audited to ensure that duplicative or unnecessary time has been excluded
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1 to eliminate redundancies, they have not eliminated all time where different attorneys
2 were engaged in the same or similar task because such work was reasonable and
3 necessary to litigate the Action for the benefit of the Settlement Class. Still, our review
4 resulted in the removal of approximately 100 hours of logged time spent by attorneys
5 on this matter. The audited time entries accurately reflect work actually, reasonably,
6 and necessarily performed in connection with the litigation of this matter. Further, we
7 believe that the audited time entries reflect time spent reasonably litigating this case,
8 which we have sought to manage and staff efficiently as described above.

9 24. As of December 18, 2025, Class Counsel and Mr. Cornfeld (pre-
10 retirement) expended a combined 2814.84 hours of work that was reasonable and
11 necessary to litigate this action for the benefit of the Settlement Class, for a combined
12 lodestar based on the billing rates set forth below of \$2,710,078.25.

13 25. Class Counsel has filed an application to allow the Court an *in camera*
14 review of spreadsheets itemizing this work by date, name, description, hours, rate, and
15 amount.

16 26. The following chart summarizes work performed by each professional at
17 ASWT, GHA, and LORC that was reasonable and necessary to litigate this action for
18 the benefit of the Settlement Class by name, years of experience, title, rate, hours, and
19 lodestar.⁵

23 ⁵ As referenced above, Mr. Cornfeld (who recently retired from the practice of law)
24 and Daniel Levy represented Plaintiffs and the putative class while at the LORC law
25 firm until Mr. Cornfeld and Mr. Levy joined GHA in January 2023, upon which they
26 continued to represent Plaintiffs and the putative class. Mr. Cornfeld, owner of LORC,
27 joined GHA as Of Counsel, and Mr. Levy joined GHA as an associate attorney, the
28 same position he held while at LORC. Ms. Laswell also joined GHA from LORC.
This summary incorporates the time from LORC and GHA for Cornfeld, Levy, and
Laswell.

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ASWT				
Name (Years Experience)	Title	Rate	Hours	Lodestar
Mike Arias (40+)	Founding and Managing Partner	\$1,600	29.86	\$47,776.00
Anthony Jenkins (30)	Trial Counsel	\$1,100	150.71	\$165,781.00
Alfredo Torrijos (23)	Partner (Former)	\$1,100	3.97	\$4,367.00
Robert Partain (23)	Senior Associate (Former)	\$950	56.58	\$53,751.00
La Donna R. Mc Duffie	Senior Paralegal	\$275	3.35	\$921.25
Elvin Cruz	Paralegal	\$250	12.43	\$3,107.50
Mayra Cortez, Ben Terry, Marianne Sarne	Legal Assistants	\$175	77.74	\$13,604.50
GHA				
Name (Years)	Title	Rate	Hours	Lodestar
Thomas Rosenfeld (40+)	Shareholder	\$1,300	222.2	\$288,860.00
Kevin Green (16)	Shareholder	\$950	747.7	\$705,375.00
Thomas Horscroft (8)	Senior Associate	\$850	84	\$71,400.00
William Mardis	Sum. Associate (2L) (Former)	\$300	10	\$3,000.00
LORC (then GHA)				
Name (Years)	Title	Rate	Hours	Lodestar
Richard Cornfeld (40+)	Partner/Of Counsel	\$1,300	332.4	\$432,120.00
Daniel Levy (12)	Senior Associate	\$850	1,073.5	\$912,475.00
Roxanna Laswell	Paralegal	\$250	10.4	\$2,600.00
TOTAL			2814.84	\$2,710,078.25

1 27. The representation of the Class by GHA, ASWT, and LORC on a wholly
2 contingent basis. Our firms devoted substantial resources to this matter, and we have
3 received no payment for any of the hours or services performed or the out-of-pocket
4 costs and expenses that we have committed to the litigation of this case since 2019.
5 We did this with no guarantee of repayment, to represent our clients and the Class, and
6 because of the public interest in pursuing this case involving claims of unfair practices
7 and dangerous driving conditions. Moreover, the decision to take on and prosecute a
8 consumer class action such as this comes with significant opportunity costs, and
9 substantially impacts our firms' abilities to take on other matters, and our firms were
10 required to forego other financial opportunities to litigate this case. We are not aware
11 of another law firm that brought and maintained a class action against Toyota for the
12 conduct at issue in this Action.

13 28. Class Counsel expects to maintain a high level of oversight and
14 involvement in this case, and will continue to expend significant attorney time given
15 the future work still needed for completion of the Settlement, including: preparing the
16 motion for final approval, preparing for and attending the final approval hearing,
17 responding to possible objections, addressing any appeals, monitoring the Settlement
18 should final approval be granted, and taking all necessary steps to close out the
19 litigation. Therefore, we anticipate incurring significant additional lodestar and
20 expenses in the future.

21 29. The hourly rates are reasonable in light of the 2025 Real Rate Report, a
22 true and correct copy of which is attached as Exhibit 4. Class Counsel's rates are
23 predominantly below the Third Quartile and near the median rates set forth in the 2025
24 Real Rate Report. This Court recently explained that "[m]ultiple courts have found the
25 annual Real Rate Report to be a useful guidepost for assessing reasonable rates in the
26 Central District." *DeCarlo v. Watermark Ret. Cmtys., LLC*, 2025 U.S. Dist. LEXIS
27 145693, *6 (C.D. Cal. July 23, 2025) (citing cases) (internal quotation marks omitted).

1 In *DeCarlo*, the Court also found the Third Quartile rates in the Real Report to
2 constitute the appropriate guideline for determining Class Counsel’s fee where Class
3 Counsel had decades of experience successfully prosecuting class actions and multiple
4 courts had approved hourly rates for many of Class Counsel at levels commensurate
5 with the requested rates. *Id.* at *6-7.

6 30. At page 20, the 2025 Real Rate Report lists the following rates for Los
7 Angeles Litigation attorneys:

	First Quartile	Median	Third Quartile
Partner	\$519	\$875	\$1,334
Associate	\$461	\$700	\$1,041

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12 31. At pages 62 and 68, the 2025 Real Rate Report lists the following rates
13 for Los Angeles partners and associates, broken down by years of experience:

Partners	First Quartile	Median	Third Quartile
21 Years or More	\$425	\$865	\$1,281
Fewer than 21 Years	\$550	\$978	\$1,488

Associates	First Quartile	Median	Third Quartile
7 or More Years	\$425	\$815	\$1,065

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21 32. Further, Class Counsel seeks \$278,683.96 in reimbursement for
22 reasonable litigation costs and expenses in prosecuting this action and securing the
23 Settlement. The expenses incurred in this action are reflected in Class Counsel’s books
24 and records that were recorded contemporaneously throughout this litigation. A true
25 and accurate summary of these expenses incurred in connection with Plaintiffs’ claims
26 are shown in Exhibit 5 hereto. Additionally, Class Counsel has filed an application to
27 allow the Court an *in camera* review of the invoices related to these itemized expenses.
28

1 These expenses were reasonably and necessarily incurred in litigating and prosecuting
2 this action for the benefit of the Settlement Class. The litigation costs and expenses
3 include postage and messenger services, court costs, travel, phone charges, document
4 reproduction, deposition services, and expert witness and/or consultant fees, as Class
5 Counsel spent considerable time and resources consulting with prospective experts.
6 These fees were essential to prosecuting this action, including in understanding and
7 organizing the documents and complex issues discussed above involved in this
8 lawsuit. The amount above includes \$13,764 that Mr. Tregillis has indicated will be
9 invoiced in January for his work performed through December 18, 2025, as well as an
10 estimated \$1,100 for one attorney from GHA to travel from Illinois to California for
11 the Final Fairness Hearing in March 2026.

12 33. Each Plaintiff has been helpful, responsive, engaged, and willing to
13 devote their time and effort to this litigation. Plaintiffs stood up for the Class Members'
14 rights despite the reputational damage they incurred in being named a litigant in the
15 public records, and they understood and were willing to bear additional invasion of
16 their private matters through the discovery process. It is our opinion that the significant
17 effort, risk, and time expended by each of the Plaintiffs unquestionably advanced the
18 litigation and ultimately benefited the Class. Accordingly, Class Counsel requests a
19 service award for the named Plaintiffs in the total amount of \$95,000, to be divided as
20 follows: \$2,500 to Plaintiff Coviello, who did not have to sit for deposition or have a
21 vehicle inspection; \$5,000 to Plaintiffs Granger and Freeman who had vehicle
22 inspections but did not sit for depositions, and \$7,500 to each of the other Plaintiffs.

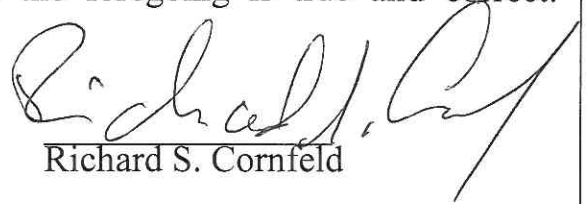
23 I declare under penalty of perjury that the foregoing is true and correct.
24 Executed on this 2nd day of January, 2026.

25
26 /s/ Mike Arias
Mike Arias

1 I declare under penalty of perjury that the foregoing is true and correct.
2 Executed on this 2nd day of January, 2026.

3 /s/ Kevin P. Green
4 Kevin P. Green

5 I declare under penalty of perjury that the foregoing is true and correct.
6 Executed on this 2nd day of January, 2026.

7 
8 Richard S. Cornfeld

9
10 **ATTESTATION**

11 I, M. Anthony Jenkins, hereby attest that all other signatories listed above
12 concur in this filing's content and have authorized me to make this filing.
13

14 Dated: January 2, 2026

15 /s/ M. Anthony Jenkins
16 M. Anthony Jenkins

EXHIBIT 1



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Mike Arias
MANAGING PARTNER

Mike Arias is the founding and managing partner of Arias Sanguinetti. He is a past president of both the Consumer Attorneys of California (CAOC) and Consumer Attorneys Association of Los Angeles (CAALA), two of the largest trial lawyer associations in the nation. He has significant experience in managing, litigating and trying cases throughout the country. He is admitted to practice law in California, New York, New Jersey, and the District of Columbia. He also is admitted before numerous federal courts throughout the country. His firm has been lead and co-lead counsel on countless matters, including serving as co-liaison counsel in one of the largest settlements in history.

Numerous publications and peer organizations have recognized Mr. Arias as one of the top trial attorneys in the country. He was named a CAOC Trial Lawyer of the Year in 2021. *The Daily Journal* has honored him as one of the Top 40 Plaintiff Attorneys in California every year since 2018 as well as one of the Top 100 Attorneys in California in 2019 and each year since 2021. *The National Law Journal* honored him in 2020 as a Plaintiff Trailblazer and Lawdragon has recognized him as a Top 500 Plaintiff Attorney in the nation every year since 2019. Mr. Arias has been a Best Lawyer every year since 2019, and The Recorder honored him as a California Trailblazer in 2019.

During his 40-year career, he has litigated and tried matters throughout the United States in both state and federal court. He is one of the first plaintiff lawyers to take a class action to trial, which he did over 20 years ago. He has tried several class actions since then.

He was co-liaison counsel for the plaintiffs in the *University of Southern California/Dr. George Tyndall Litigation* on behalf of over 700 women who were sexually abused and assaulted by the disgraced USC OB/GYN. He was instrumental in obtaining legislation to allow the survivors to pursue their claims and which ultimately led to a historic \$852 million settlement, the largest known settlement in a sexual abuse case in U.S. history, as well as the largest-known personal injury settlement against a university.

His trial experience is as diverse as the firm's practice. His last several trials have included serious personal injury, wrongful death, employment, consumer class actions and mass wage and hour claims. He has resolved class actions and mass plaintiff matters involving antitrust, toxic torts, consumer, wage and hour, environmental issues, product liability, and sexual assault. Mr. Arias is a member of the American Board of Trial Advocates (ABOTA).

During his career he has resolved hundreds of matters, resulting in well over a billion dollars in recovery for the firm's clients. He holds an "AV" rating by Martindale-Hubbell. The "AV" rating is the highest rating given and is awarded only upon reaching "heights" of professional excellence, both in terms of legal ability and ethical standards.



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Mr. Arias' trials have included consumer class actions, mass wage and hour claims, serious personal injury, wrongful death, and employment. He has resolved class actions and mass plaintiff matters involving antitrust, toxic torts, consumer, wage and hour, environmental issues, product liability, and sexual assault. During his career he has resolved hundreds of matters, resulting in well over a billion dollars in recovery for the firm's clients.

Mr. Arias has been appointed to leadership positions in the following actions:

In *Fixler v. Toyota Motor Sales, U.S.A.*, U.S. District Court, Central District of California, Case No. 2:10-cv-03124-R-SS (C.D. Cal.); No. 11-57030 (9th Cir. Dec. 16, 2013). Mr. Arias and his team filed a class action alleging that Toyota failed to disclose defects in high-intensity discharge headlights on Prius vehicles. The headlights flickered or failed prematurely, leaving consumers with significant repair costs. Despite Toyota's denial of liability, the court-approved settlement extended warranties and provided reimbursements, ensuring safer and more reliable vehicles for owners.

Mr. Arias led *Gutierrez v. Honda North America*, U.S. District Court, Central District of California, Case No. 5:09-cv-01517-JZ-OP, a class action concerning defective side airbags that could deploy unexpectedly while vehicles were in motion. The settlement provided free repairs and compensation to affected drivers, reinforcing accountability in automotive safety.

In *United Road Towing*, Case No. A-10-616806-C (Eighth Judicial District Court, Clark County, Nevada), he served as Lead Trial Counsel in a consumer class action challenging unlawful towing fees, securing a trial verdict in favor of vehicle owners subjected to predatory practices.

In *McKnight v. Uber Technologies Inc.*, U.S. District Court Northern District of California Case No. 3:14-cv-05615-JST; Mr. Arias led a consumer class action where riders alleged Uber misrepresented "Safe Rides" fees and the adequacy of its driver background checks. The litigation resulted in a nationwide settlement that provided relief to millions of Uber riders and required greater transparency from the company.

In *Adlouni v. UCLA Health System Auxiliary, et al.*, Los Angeles Superior Court, Case No. BC589243, he served as Plaintiff's Lead Liaison Counsel in a data breach action involving the records of 4.5 million patients.



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As Lead Counsel in *Hardie v. California Independent System Operator (Cal-ISO)*, Los Angeles Superior Court, Case No. BC220839, **Mr. Arias** successfully tried a wage and hour class action on behalf of power grid operators who had been misclassified as exempt employees. The jury returned a verdict for the plaintiffs, and judgment was entered for the class.

In *Williams v. Angeles Abbey Memorial Park*, Los Angeles Superior Court, Case No. TC008819, he acted as Class Counsel and Lead Trial Counsel in a cemetery fraud class action, obtaining relief for families subjected to fraudulent and deceptive burial practices.

In the *Paradise Memorial Park Litigation*, Los Angeles Superior Court, Case No. BC130375, Mr. Arias was Class Counsel in a case addressing systemic mishandling of human remains, where families secured accountability and meaningful compensation.

In *Costa v. Vitas Healthcare*, Los Angeles Superior Court, Case No. BC313552, Mr. Arias served as class counsel in a wage and hour class action brought on behalf of home health workers. The case alleged that employees were required to perform off-the-clock work and were denied legally mandated meal and rest breaks.

In *Doe 5, et al. v. Dr. George Tyndall, et al.*, Los Angeles Superior Court, Case No. BC70567), he was appointed Plaintiff's Lead Liaison Counsel in a sexual abuse action against a university and its physician, coordinating the efforts of more than thirty firms and negotiating a record-breaking settlement.

In *Doe, et al. v. The Regents of the University of California, et al.*, Los Angeles Superior Court, Case No. 19STCV20594, Mr. Arias was plaintiff's counsel in complex litigation involving allegations of misconduct by a UCLA physician, securing significant compensation for survivors.

In \$16 million for hundreds of victims of fraud and negligent operations of a cemetery in Woodlawn Memorial Park.

Mr. Arias has been lead counsel, co-liaison counsel, or co-counsel in numerous other certified class and mass actions, including: *Odessa Investment Group, dba The Great Frame Up v. Farmers Group Inc.*, Los Angeles Superior Court, Case No. 20STCV20188; *Jane Does 1-152 v. California Department of Corrections and Rehabilitation, Sacramento Medical Center, Sacramento Family Medicine, Sacramento Occupational Medicine, Dr. Gilbert Simon, Godwin I. Okungbowa and Human Performance Institute*, Sacramento Superior Court, Case No. 20STCV20188; *Danny Aguilar, et al. v. Lime, Segway*, San Francisco Superior Court, Case No. CGC-20-586037; *Mosse, et al v. CVS Pharmacy*, Los Angeles County Superior Court, Case No. BC387082; *Kaewsawang, et al v. Sara Lee Corp.* Los Angeles County Superior Court, Case No. BC360109; *Jane Doe, et al. v. Barry J. Brock, Cedars-Sinai Medical Center, Cedars-Sinai Health System, Cedars-Sinai Medical Group, Cedars Sinai Women's Medical Group, Beverly Hills OB/GYN, Rodeo Drive Women's Health Center, Barry J. Brock, M.D.*, Los Angeles County Superior Court, Case No. 24STCV26055.



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Mr. Arias' other significant recoveries include:

- \$14.27 million for injuries suffered by workers who were exposed to toxic diesel fumes inside their defectively designed work vehicles in *Does v. Roe Manufacturer*.
- \$10 million recovery on behalf of employees of ERISA violation related to 401(k) plans in *Gottlieb, et al. v. SBC Communications, et al.* (U.S. District Court, Central District of California)
- In excess of \$9 million for residents impacted by odors emitted from Sunshine Canyon Landfill (pending final approval) in *Michaely v. Browning-Ferris Industries of California*.
- \$9 million on behalf of a class of minority visitors to the amusement park for claims of harassment and profiling based on race, color, ethnicity, national origin, and physical appearance in *Armendarez v. Six Flags Magic Mountain*.
- \$8 million for payment of overtime to misclassified general and restaurant managers in *Elias v. El Pollo Loco*.
- \$3.6 million for failure to pay hourly supermarket employees for off-the-clock work in *Stevens v. Safeway*.
- \$3.2 million for misrepresenting the composition and content of various vitamins and supplements to purchasers in *Thompson v. Viva America*.



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Anthony Jenkins
TRIAL COUNSEL

Anthony Jenkins is trial counsel at Arias Sanguinetti and is admitted and licensed to practice before all courts of the State of California. He is admitted before numerous federal courts throughout the country.

With more than 30 years of litigation experience, his practice is focused on complex civil litigation. His work spans false advertising, unfair competition, automotive defects, breach of warranty, consumer privacy and data-protection laws, and numerous wage-and-hour violations.

Mr. Jenkins has successfully tried multiple cases to verdict, securing more than \$2.5 million in trial awards, and has negotiated settlements exceeding \$18 million. Recent results include an \$8 million wage-and-hour class action settlement, a \$6.9 million nationwide consumer class action settlement, a nationwide injunctive-relief settlement in an automotive defect class action, and an \$800,000 recovery in an individual wage-and-hour matter.

Mr. Jenkins has been appointed co-class counsel — or served as an attorney with a firm so appointed — in numerous class actions, including: *Jilek v. Compass Group USA, Inc.*, Case No. 3:23-cv-00818 -JAG-DCK (W.D.N.C.); *Pinedo v. Lithographix, Inc.*, Case No. BC612372 (L.A.S.C.); *Garcia v. Evans Delivery Co., Inc.*, Case No. 2:19-cv-04316-DSF (C.D. Cal.); *Gutierrez v. Alliance FSS LLC*, Case No. 5:19-cv-00990-CJC-JEM (C.D. Cal.); *Arteaga v. Jamba Juice Co.*, Case No. BC564304 (L.A.S.C.); *Plessis v. Church and State, LP*, Case No. BC492661 (L.A.S.C.); *Sachse v. US Apparel Group, Inc.*, Case No. BC495471 (L.A.S.C.); *McDonald v. Ricardo's on the Beach, Inc.*, Case No. CV 11-9366 PSG (MRWx) (C.D. Cal.) (FLSA collective action); *Silva v. Four Seasons Fresh Transport, LLC*, Case No. BC471830 (L.A.S.C.); *Martinez v. First Class Vending, Inc.*, Case No. BC407285 (L.A.S.C.); *Lowell v. Lazyboy*, Case No. BC401164 (L.A.S.C.); *Holden v. Rubio's Restaurants, Inc.*, Case No. 11-160 - 02787-05 (AAA); *Cook v. Twenty-Ninth Street Café*, Case No. BC384829 (L.A.S.C.); and *Lopez v. Little Caesar Enterprises, Inc.*, Case No. BC383640 (L.A.S.C.).

Mr. Jenkins responded to and prevailed in appeals resulting in the following published opinions in favor of workers: *Adanna Car Wash Corp. v. Gomez*, 87 Cal.App.5th 642 (2023), and *Espinoza v. Hepta Run, Inc.*, 74 Cal.App.5th 44 (2022) (prevailing in part).

He is an active member of the American Association for Justice (AAJ), Consumer Attorneys of California (CAOC), and the Consumer Attorneys Association of Los Angeles (CAALA).

EXHIBIT 2



For more than 30 years, Goldenberg Heller & Antognoli, P.C. (“Goldenberg Heller”) has served as lead or co-lead counsel in class action and complex litigation in state and federal court in Illinois, Missouri, and across the country, recovering over \$2 billion for consumers.

Thomas P. Rosenfeld

Thomas P. Rosenfeld is a Principal of Goldenberg Heller and has been a member of the Missouri Bar since 1985. Mr. Rosenfeld is a graduate of Colgate University (B.A. History 1982) and Washington University School of Law (J.D. 1985). During his career, Mr. Rosenfeld has litigated complex cases in virtually every area of commercial law in Missouri and Illinois, including acting as Lead Counsel in prosecuting and defending consumer class actions, securities litigation, environmental contamination, tobacco litigation, employment discrimination, and pharmaceutical litigation. Mr. Rosenfeld has obtained numerous multimillion dollar verdicts and settlements including jury verdicts of \$7.6 million and \$5.0 million against one of the nation’s largest banks for environmental contamination in connection with an EPA clean-up.

From 1998 to 2001, Mr. Rosenfeld acted as a Special Assistant Attorney General to the State of Missouri in its suit to recover over \$5 billion in Medicaid payments from the Tobacco industry, *State of Missouri, ex rel. Nixon v. The American Tobacco Company*, 972-1465 (St. Louis Co., Mo.). In this prosecution, Mr. Rosenfeld led Missouri’s development and presentation of evidence of Tobacco’s disparate targeting of African-American youths in Missouri and, in particular, the City of St. Louis, Missouri.

In addition, Mr. Rosenfeld has previously been appointed as class counsel in *McAllister v. The St. Louis Rams, LLC*, 4:16-cv-00172-SNLJ (E.D. Mo.); *In re Murray Energy Holdings Co.*, No. 2:19-bk-56885 (Bankr. S.D. Ohio); *Mitchell v. Murray Energy Corp.*, 3:17-cv-00444-NJR-RJD (S.D. Ill.); *Rench v. TD Bank, N.A.*, 3:13-cv-00922-SMY-RJD (S.D. Ill.); *Mitchell v. Murray Energy Corp.*, 3:17-cv-00444-NJR-RJD (S.D. Ill.); and *Padberg v. Dish Network, LLC*, 2:11-cv-04035-NKL (W.D. Mo.); as Co-Lead Counsel in *In Re: Zicam Cold Remedy Marketing, Sales Practices, and Products Liability Litigation*, 2:09-MDL-2096-FJM (D. Ariz.) and *In Re Ralcorp Holdings, Inc. Shareholder Litigation*, 13SL-CC03419 (St. Louis Co., Mo.); as Lead Illinois Counsel in *Havron v. ATT Mobility*, 3:09-1040-GPM (S.D. Ill.), and as a member of the Executive Committee in the MDLs *In Re Google Inc. Gmail Litigation*, 5:13-MD-02430-LHK (N.D. Cal.) and *In Re Nickelodeon Consumer Privacy Litigation*, MDL No. 2443 (SRC) (D.N.J.).

Mr. Rosenfeld has also represented defendants in the class actions *Bueker v. Madison Co., Illinois*, 13-L-276 (Mad. Co. Ill.); *Freeman v. Berkeley Contract Packaging, LLC*, 3:12-cv-01255-DRH (S.D. Ill.); *Stilz v. Ready Cash, Inc.*, 1:11-cv-01146-MMM-JAG (C.D. Ill.); *Prime Development, Inc. v. First Cloverleaf Bank, N.A.*, 3:10-cv-00445-DRH (S.D. Ill.); and *Benney v. QuikTrip Corporation*, 09-4077-cv-SOW (W.D. Mo.).

Presently, Mr. Rosenfeld represents plaintiffs in putative class actions, including in *Delgado v. Meta Platforms, Inc.*, 3:23-cv-04181-SI (N.D. Cal.); *Metroplex Commc'ns, Inc. v. Meta Platforms, Inc.*, 3:22-cv-01455-SMY (S.D. Ill.); *Wilcosky v. Amazon Com., Inc.*, 1:19-cv-05061 (N.D. Ill.); *Kesselman v. Toyota Motor Sales, U.S.A., Inc.*, 2:21-cv-06010-TJH-JC (C.D. Cal.); *Womick v. The Kroger Co.*, 3:21-cv-574-NJR (S.D. Ill.); *Walker v. The Kroger Co.*, CGC-21-596857 (San Francisco Co., Cal.); and *Boutte v. The Curators of the Univ. of Missouri*, 20BA-CV0729 (Boone Co., Mo.).

Kevin P. Green

Kevin P. Green is a Principal of Goldenberg Heller. He represents plaintiffs and defendants in complex commercial litigation and class action litigation, through trial and appeal.

Throughout his career, Mr. Green has worked on numerous class actions. For example, in *Padberg v. Dish Network, LLC*, 2:11-cv-04035-NKL (W.D. Mo.), Mr. Green and Goldenberg Heller represented a certified class of approximately nine million consumers through class certification, appeal, a jury trial, and eventual court-approved settlement. Mr. Green was also appointed as class counsel in *McAllister v. The St. Louis Rams, LLC*, 4:16-cv-00172-SNLJ (E.D. Mo.), which after years of litigation, resulted in a court-approved \$24 million settlement on behalf of season ticket holders following the Rams' move from St. Louis to Los Angeles. Mr. Green has also been appointed class counsel in *Jilek v. Compass Grp. USA, Inc.*, 3:23-cv-00818-RJC DCK (W.D.N.C.); *Stauffer v. Innovative Heights Fairview Heights, LLC*, 3:20-cv-00046-MAB (S.D. Ill.); *Keeven v. Webster Univ.*, 21SL-CC05384 (St. Louis Co., Mo); *In re Murray Energy Holdings Co.*, No. 2:19-bk-56885 (Bankr. S.D. Ohio); *Mitchell v. Murray Energy Corp.*, 3:17-cv-00444-NJR-RJD (S.D. Ill.); and *Rench v. TD Bank, N.A.*, 3:13-cv-00922-SMY-RJD (S.D. Ill.).

Mr. Green currently represents plaintiffs in pending putative class actions, including in, *inter alia*: *Higgins v. Men's Wearhouse, LLC*, 3:25-cv-01390-DWD (S.D. Ill.); *Delgado v. Meta Platforms, Inc.*, 3:23-cv-04181-SI (N.D. Cal.); *Hartman v. Meta Platforms, Inc.*, 3:23-cv-02995-NJR (S.D. Ill.); *Metroplex Commc'ns, Inc. v. Meta Platforms, Inc.*, 3:22-cv-01455-SMY (S.D. Ill.); *Wilcosky v. Amazon Com., Inc.*, 1:19-cv-05061 (N.D. Ill.); *Kesselman v. Toyota Motor Sales, U.S.A., Inc.*, 2:21-cv-06010-TJH-JC (C.D. Cal.); *Womick v. The Kroger Co.*, 3:21-cv-574-NJR (S.D. Ill.); *Walker v. The Kroger Co.*, CGC-21-596857 (San Francisco Co., Cal.); and *Boutte v. The Curators of the Univ. of Missouri*, 20BA-CV0729 (Boone Co., Mo.).

In addition, Mr. Green has represented defendants in class actions, including in *Human v. Window Nation, LLC*, 4:23-cv-00489-SEP (E.D. Mo.); *Levine Hat Co. v. Innate Intelligence, LLC*, 4:16-cv-01132-CEJ (E.D. Mo.); *Clark v. Trickey's Serv., Inc.*, 16-L-638 (Mad. Co. Ill.); *Estep v. Branson's Nantucket, LLC*, 1:16-cv-01158-JBM-JEH (C.D. Ill.); *Bueker v. Madison Cnty., Ill.*, 13-L-276 (Mad. Co. Ill.); *Freeman v. Berkeley Contract Packaging, LLC*, No. 3:12-cv-01255-DRH (S.D. Ill.); *Stilz v. Ready Cash, Inc.*, 1:11-cv-01146-MMM-JAG (C.D. Ill.); and *Prime Dev., Inc. v. First Cloverleaf Bank, N.A.*, No. 3:10-cv-00445-DRH (S.D. Ill.).

Mr. Green also has an active appellate practice. In 2019, Mr. Green successfully petitioned the Illinois Supreme Court for leave to appeal and thereafter obtained a unanimous reversal of the appellate court decision in *Nichols v. Fahrenkamp*, 2019 IL 123990. He has been actively involved in appeals in the Seventh and Eighth Circuit Court of Appeals, the Illinois and Missouri Court of Appeals, including in, *inter alia*, *Leeper v. Hamilton Cnty. Coal, LLC*, No. 19-935 (U.S. Sup. Ct.); *Metroplex Commc'ns, Inc. v. Meta Platforms, Inc.*, No. 24-1440 (7th Cir.); *Stauffer v. Pathfinder Software, LLC*, No. 21-8020 (7th Cir.); *Padberg v. Dish Network, LLC*, No. 13-8020 (8th Cir.); *Stokes v. Dish Network, LLC*, No. 15-2901 (8th Cir.); *Levy v. Hartford Cas. Ins. Co.*, No. 21-1446 (8th Cir.); *Archford Capital Strategies, LLC v. Davis*, No. 5-21-0377 (Ill. App. Ct.); *MillerKing, LLC v. Ackerman*, No. 5-21-0350 (Ill. App. Ct.); *Thieret Family LLC v. Delta Plains Services, LLC*, No. ED109440 (Mo. App. Ct.).

In 2020, the Illinois State Bar Association awarded Mr. Green its Young Lawyer of the Year Award, an award it presents each year to two lawyers in Illinois under the age of 36 who have excelled within the legal community and profession, one who practices inside Cook County and one who practices outside Cook County. According to the ISBA, the recipients are selected based on excellence in advocacy, counseling or litigation; contributions to the advancement of the Bar of Illinois and the legal profession generally; and service to the community. In 2021, Mr. Green was also appointed to the Rules Committee for the United States District Court for the Southern District of Illinois.

Daniel S. Levy

Daniel Levy is a senior associate of Goldenberg Heller. He represents plaintiffs and defendants in state and federal courts, including in the areas of class actions and employment law.

Mr. Levy has represented plaintiffs in numerous class actions during his career. He has been appointed as class counsel in *Jilek v. Compass Grp. USA, Inc.*, 3:23-cv-00818-RJC DCK (W.D.N.C.); *Stauffer v. Innovative Heights Fairview Heights, LLC*, 3:20-cv-00046-MAB (S.D. Ill.); *Keeven v. Webster Univ.*, 21SL-CC05384 (St. Louis Co., Mo); and *Pirozzi v. Massage Envy Franchising, LLC*, 4:19-cv-00807-CDP (E.D. Mo.). He is actively representing plaintiffs in class actions in state and federal court, including in *Higgins v. Men's Wearhouse, LLC*, 3:25-cv-01390-DWD (S.D. Ill.); *Delgado v. Meta Platforms, Inc.*, 3:23-cv-04181-SI (N.D. Cal.); *Hartman v. Meta Platforms, Inc.*, 3:23-cv-02995-NJR (S.D. Ill.); *Kesselman v. Toyota Motor Sales, U.S.A., Inc.*, 2:21-cv-06010-TJH-JC (C.D. Cal.); *Womick v. The Kroger Co.*, 3:21-cv-574-NJR (S.D. Ill.); *Walker v. The Kroger Co.*, CGC-21-596857 (San Francisco Co., Cal.); and *Boutte v. The Curators of the Univ. of Missouri.*, 20BA-CV01729 (Boone Co., Mo.).

Previously, Mr. Levy spent several years as an Assistant Attorney General in the Missouri Attorney General's Office, working in both the Governmental Affairs and Litigation divisions. He served as lead counsel in dozens of cases, many involving claims of employment discrimination, and as first-chair trial counsel in cases involving the human

rights statute and employment discrimination in which he obtained complete defense verdicts. Mr. Levy also briefed and argued numerous appeals while serving as an Assistant Attorney General, and, more recently, obtained a reversal of a district court order in the class action *Delisle v. McKendree Univ.*, No. 21-2988 (7th Cir. 2023).

He has been selected as a “Rising Star” by Missouri and Illinois Super Lawyers on multiple occasions and has been selected to The National Trial Lawyers – Top 40 Under 40 (Missouri or Illinois) since 2021.

Thomas C. Horscroft

Thomas C. Horscroft is a senior associate of Goldenberg Heller and has been a member of the Illinois Bar since 2017. He represents both plaintiffs and defendants in commercial and complex class action litigation in state and federal courts.

In addition to handling complex commercial litigation, Mr. Horscroft has been appointed as class counsel in *Stauffer v. Innovative Heights Fairview Heights, LLC*, 3:20-cv-00046-MAB (S.D. Ill.) *In re Murray Energy Holdings Co.*, No. 2:19-bk-56885 (Bankr. S.D. Ohio); and *Mitchell v. Murray Energy Corp.*, 3:17-cv-00444-NJR-RJD (S.D. Ill.). He has also worked on several class actions, including *Delgado v. Meta Platforms, Inc.*, 3:23-cv-04181-SI (N.D. Cal.); *Metroplex Commc’ns, Inc. v. Meta Platforms, Inc.*, 3:22-cv-01455-SMY (S.D. Ill.); *Mayhall v. Amazon Web Services, Inc.*, 2:21-cv-01473-JCC (W.D. Wash.); *Schaeffer v. Amazon.com, Inc.*, 3:21-cv-01080-SPM (S.D. Ill.); *Drake v. The Procter & Gamble Co.*, 3:21-cv-279-DWD (S.D. Ill.); *Womick v. The Kroger Co.*, 3:21-cv-574-NJR (S.D. Ill.); *Calloway v. State Farm Auto. Ins. Co.*, 19-L-001088 (Mad. Co. Ill.); *Wilcosky v. Amazon Com., Inc.*, 1:19-cv-05061 (N.D. Ill.); *Kesselman v. Toyota Motor Sales, U.S.A., Inc.*, 2:21-cv-06010-TJH-JC (C.D. Cal.); *Cooks v. The Hertz Corporation*, 3:15-cv-00652-NJR-PMF (S.D. Ill.); *Leeper v. Alliance Resource Partners, L.P.*, 3:16-cv-00250-NJR-DGW (S.D. Ill.); *Reovo HG, LLC v. Commerce Bank*, 19SL-CC03243 (St. Louis Co., Mo.); *Horak v. Schnuck Markets, Inc.*, 3:21-cv-199-GCS (S.D. Ill.); and *Shelton v. SuperValu, Inc.*, 3:21-cv-408-GCS (S.D. Ill.).

In *Mitchell*, Mr. Horscroft took the lead in developing the theory of the case and navigating the case through the Bankruptcy Court in *In re Murray Energy Holdings Co.*, 19-56885 (JEH) (S.D. Ohio Bankr.). After reaching a favorable classwide settlement, Mr. Horscroft took the lead in preparing the settlement documents, preliminary approval motions, notice plan, and final approval documents.

Mr. Horscroft also has experience in the appellate courts, including in *Metroplex Commc’ns, Inc. v. Meta Platforms, Inc.*, No. 24-1440 (7th Cir.); *Leeper v. Alliance Resource Partners, L.P.*, 19-1109 (7th Cir.); *Mahoney v. Cates*, No. 5-24-0200 (Ill. App. Ct.); *Archford Capital Strategies, LLC v. Davis*, No. 5-21-0377 (Ill. App. Ct.); *MillerKing, LLC v. Ackerman*, No. 5-21-0350 (Ill. App. Ct.); *Thieret Family LLC v. Delta Plains Services, LLC*, No. ED109440 (Mo. App. Ct.).

EXHIBIT 3

Richard S. Cornfeld (formerly with Law Office of Richard S. Cornfeld, LLC, Goldenberg Heller & Antognoli, P.C. (Retired Dec. 2024))

Richard S. Cornfeld retired as Of Counsel at Goldenberg Heller in December of 2024 and was a member of the Illinois Bar since 1975. Prior to joining Goldenberg Heller, Mr. Cornfeld founded the Law Office of Richard S. Cornfeld.

Mr. Cornfeld has worked on numerous class actions on behalf of plaintiffs as lead or co-lead counsel. He was appointed as class counsel in *McAllister v. The St. Louis Rams, LLC*, 4:16-cv-00172-SNLJ (E.D. Mo.), and helped achieve a court-approved \$24 million settlement on behalf of season ticket holders following the Rams' move from St. Louis to Los Angeles. He served as lead counsel in *Pirozzi v. Massage Envy*, 4:19-cv-00807-CDP, where he obtained a court-approved settlement fund of up to \$1.6 million after years of litigation on behalf of a Missouri class. In *In re: Daily Fantasy Sports Litigation*, MDL No. 1:16-md-02677-GAO, Mr. Cornfeld served as a Member of the Plaintiffs' Executive Committee in the Multi-District proceeding in which more than 100 lawsuits were consolidated in the District of Massachusetts. Other class actions in which Mr. Cornfeld served as lead or co-lead counsel include *Williamson v. Genentech*, 19-CIV-02022 (San Mateo County, Cal., Superior Court); *Cooks v. The Hertz Corporation*, 3:15-cv-00652-NJR-PMF (S.D. Ill.); *Goldsmith v. Lee Enterprises, Inc.*, 4:19-cv-1772 MTS (E.D. Mo.); *Byler v. Deluxe Corp.*, 16-cv-493-AJB-(JLB) (S.D. Cal.); *Green v. American Cleaners*, 12SL CC03095 (St. Louis Co., Mo); *Horak v. Schnuck Markets, Inc.*, 3:21-cv-199-GCS (S.D. Ill.); and *Shelton v. SuperValu, Inc.*, 3:21-cv-408-GCS (S.D. Ill.); *Kesselman v. Toyota Motor Sales, U.S.A., Inc.*, 2:21-cv-06010-TJH-JCx (C.D. Cal.); *Stauffer v. Innovative Heights Fairview Heights, LLC*, 3:20-cv-00046-MAB (S.D. Ill.); *Boutte v. The Curators of the Univ. of Missouri*, 20BA-CV01729 (Boone Co., Mo.); *Womick v. The Kroger Co.*, 3:21-cv-574-NJR (S.D. Ill.); *Walker v. The Kroger Co.*, CGC-21-596857 (San Francisco Co., Cal.); *McClanahan v. Webster University*, 21SL-CC05384 (St. Louis Co., Mo); and *Delisle v. McKendree University*, 3:20-cv-01073-SMY (S.D. Ill.). Additionally, Mr. Cornfeld represented numerous individual plaintiffs in *Foulger et al. v. Avertest, LLC d/b/a Averhealth*, 4:22-CV-00878-SHL (E.D. Mo).

From 2012-2023, Mr. Cornfeld was selected in The Best Lawyers in America (Mass Tort Litigation/Class Actions - Plaintiffs) every year. He has also been selected by Missouri Super Lawyers as a Top Rated Class Action & Mass Torts attorney and by the National Trial Lawyers to its list of Top 100 Civil Plaintiff Trial Lawyers in Missouri and Class Action Top 40 as one of Missouri's leading Class Action Plaintiffs lawyers. He has served as president of the Class Action Top 40.

In addition to representing plaintiffs, Mr. Cornfeld represented defendants in many complex and high value lawsuits, including in *Kemner et al. v. Monsanto Co.* (a jury trial lasting three years eight months), and *United States v. Philip Morris USA, Inc., et al.* Mr. Cornfeld spent 31 years with Thompson Coburn LLP and its predecessor Coburn Croft, many as a partner of the firm.

His work at Thompson Coburn, LLP earned Mr. Cornfeld selection in The Best Lawyers in America (Mass Tort Litigation/Class Actions - Defendants), Missouri Super Lawyers, and Who's Who in America, as well as a Martindale-Hubbell *AV* Preeminent® rating, signifying the highest level of professional excellence, according to his peers. He also served as Adjunct Professor at St. Louis University School of Law, teaching Toxic Tort Litigation in the Practical Skill Curriculum.

Alfredo Torrijos (formerly with Arias Sanguinetti Wang & Team LLP)

Alfredo Torrijos was a Partner at Arias Sanguinetti Wang & Team LLP, with a particular emphasis on class actions, technology, and intellectual property disputes. He successfully represented consumers in nationwide and state class actions through trial and appeal against some of the largest technology and insurance companies in the country, including Google, Yahoo!, Nationwide, and State Farm. Mr. Torrijos argued numerous appellate matters resulting in published opinions, and he frequently lectured and wrote on class action practice. A graduate of Stanford Law School, he brought both strategic and technical expertise to class and complex litigation, having previously worked as a management consultant with The Boston Consulting Group and as a corporate financial systems developer. He frequently lectured and co-authored articles on class action law. Mr. Torrijos was admitted to the State Bar of California in December 2002.

Robert M. Partain (formerly with Arias Sanguinetti Wang & Team LLP)

Robert M. Partain was a Senior Associate at Arias Sanguinetti Wang & Team LLP, with a substantial focus on class and mass tort actions. He represented consumers and individuals in products liability, elder abuse, personal injury, and fraud matters, and had focused his career on representing plaintiffs in class action and complex litigation. Mr. Partain received his J.D. from the University of California, Hastings College of the Law (cum laude, Thurston Honor Society). He tried cases to verdict and actively participated in professional organizations including the American Association for Justice, the Consumer Attorneys of California, the Consumer Attorneys Association of Los Angeles, the Orange County Trial Lawyers Association, and the Orange County Bar Association. Mr. Partain was admitted to the State Bar of California in December 2002.

EXHIBIT 4

See Dkt. 162-6

EXHIBIT 5

Expenses

Overview

FIRM	TOTAL
Goldenberg Heller & Antognoli, P.C./ the Law Office of Richard S. Cornfeld, LLC	\$266,887.90
Arias Sanguinetti Wang & Team, LLP	\$10,696.06
TOTAL	\$278,683.96

Expenses**Goldenberg Heller & Antognoli, P.C./ the Law Office of Richard S. Cornfeld, LLC**

Date	Matter	Description	Amount
7/25/2019	<i>Freeman v. Toyota</i>	Court Filing Fee and Sheriff service fee.	\$249.77
8/8/2019	<i>Freeman v. Toyota</i>	Fedex shipping.	\$11.04
11/5/2020	<i>Freeman v. Toyota</i>	Expert witness David H. Williams.	\$13,392.50
5/4/2021	<i>Freeman v. Toyota</i>	Letters to registered agents postage fees	\$29.70
5/27/2021	<i>Freeman v. Toyota</i>	Veritext Legal Solutions deposition transcript of Andrew Trout	\$648.70
12/8/2021	<i>Kesselman v. Toyota</i>	Certificate of Good Standing for Kevin Green from Missouri Supreme Court	\$16.25
12/8/2021	<i>Kesselman v. Toyota</i>	Certificate of Good Standing for Thomas Rosenfeld from Missouri Supreme Court	\$16.25
12/8/2021	<i>Kesselman v. Toyota</i>	Certificate of Good Standing for Kevin Green from Illinois Supreme Court	\$16.00
12/8/2021	<i>Kesselman v. Toyota</i>	Certificate of Good Standing for Thomas Rosenfeld from Illinois Supreme Court	\$16.00
12/16/2021	<i>Kesselman v. Toyota</i>	Pro Hac Vice fees in Central District of California - KPG and TPR	\$1,000.00
7/18/2022	<i>Kesselman v. Toyota</i>	Expert Witness - David H. Williams	\$5,565.00
11/11/2022	<i>Kesselman v. Toyota</i>	Joshua Michael Downs Deposition Transcript fee from Everest Court Reporting	\$718.80
11/21/2022	<i>Kesselman v. Toyota</i>	Copy of Karen Ambrose's deposition transcript from Everest Court Reporting	\$967.10
12/12/2022	<i>Kesselman v. Toyota</i>	Paul Arellano's deposition transcript fee from Everest Court Reporting	\$851.25
3/13/2023	<i>Kesselman v. Toyota</i>	Certified copy of deposition transcript of Jamie Brown by Everest Court Reporting	\$752.40
3/31/2023	<i>Kesselman v. Toyota</i>	Juan Pablo Giraldo Tarazona and Matthew Shaffer Transcript fees	\$1,557.15
5/19/2023	<i>Kesselman v. Toyota</i>	Conference Call Charge	\$23.96
6/16/2023	<i>Kesselman v. Toyota</i>	Meet and Confer Follow Up Conference Call	\$27.79
6/23/2023	<i>Kesselman v. Toyota</i>	Expert Fee - Compass Lexecon	\$30,827.50
6/28/2023	<i>Kesselman v. Toyota</i>	Conference Call Charge	\$57.12
7/5/2023	<i>Kesselman v. Toyota</i>	Expert Fee - Schonfeld Consulting Corp.	\$11,445.00
7/11/2023	<i>Kesselman v. Toyota</i>	Conference Call Charge	\$20.53
7/27/2023	<i>Kesselman v. Toyota</i>	Expert Fee - Compass Lexecon	\$24,279.75

Date	Matter	Description	Amount
8/10/2023	<i>Kesselman v. Toyota</i>	Conference Call Charge	\$10.71
8/31/2023	<i>Kesselman v. Toyota</i>	Expert Fee - Compass Lexecon	\$32,078.75
9/26/2023	<i>Kesselman v. Toyota</i>	Conference Call Charge	\$20.12
10/3/2023	<i>Kesselman v. Toyota</i>	Expert Fee - Schonfeld Consulting Corp.	\$21,195.00
11/16/2023	<i>Kesselman v. Toyota</i>	Expert Fee - Compass Lexecon	\$759.63
11/16/2023	<i>Kesselman v. Toyota</i>	Certified Mailing Fee - Mailed Compass Lexecon Payment	\$4.98
1/2/2024	<i>Kesselman v. Toyota</i>	Expert Fee - Schonfeld Consulting Corp.	\$11,062.50
1/19/2024	<i>Kesselman v. Toyota</i>	Expert Fee - Compass Lexecon	\$577.50
2/2/2024	<i>Coviello v. Toyota</i>	Coviello - Case Anywhere quarterly payment.	\$923.40
2/8/2024	<i>Kesselman v. Toyota</i>	Conference Call Charge	\$14.02
2/12/2024	<i>Kesselman v. Toyota</i>	Expert witness David H. Williams.	\$1,487.50
2/12/2024	<i>Kesselman v. Toyota</i>	Certified Mailing Fee for payment to E911-LBS Forensic Engineering.	\$5.04
3/25/2024	<i>Kesselman v. Toyota</i>	Expert Fee - Compass Lexecon	\$38,064.82
3/25/2024	<i>Kesselman v. Toyota</i>	Certified Mailing Fee for check to Compass Lexecon.	\$5.04
3/28/2024	<i>Kesselman v. Toyota</i>	Expert Fee - Compass Lexecon	\$22,613.25
4/5/2024	<i>Kesselman v. Toyota</i>	Certified Mailing Fee to send payment to Compass Lexecon.	\$5.04
4/25/2024	<i>Kesselman v. Toyota</i>	Expert Fee - Compass Lexecon	\$20,601.00
4/29/2024	<i>Kesselman v. Toyota</i>	Certified Mailing Fee for mailing payment with tracking to Compass Lexecon.	\$5.04
7/1/2024	<i>Kesselman v. Toyota</i>	Expert Fee - Schonfeld Consulting Corp.	\$630.00
9/24/2025	<i>Kesselman v. Toyota</i>	Retainer - Hemming Morse, LLC	\$5,000.00
12/3/2025	<i>Kesselman v. Toyota</i>	Expert Fee - Hemming Morse, LLC	\$2,576.00
12/16/2025	<i>Kesselman v. Toyota</i>	Research - 2025 Real Rate Report	\$2,995.00
1/1/2026	<i>Kesselman v. Toyota</i>	Expected Expert Fee - Hemming Morse, LLC	\$13,764.00
3/1/2026	<i>Kesselman v. Toyota</i>	Estimated Travel Expenses for Final Approval Hearing - one roundtrip flight from IL to CA, one night at hotel, and meals/taxis	\$1,100
		TOTAL	\$267,987.90

Expenses**Arias Sanguinetti Wang & Team, LLP**

Date	Matter	Description	Amount
6/16/2021	<i>Kesselman v. Toyota</i>	Los Angeles Superior Court Online transaction search	\$1.00
6/16/2021	<i>Kesselman v. Toyota</i>	Los Angeles Superior Court Online transaction search	\$1.00
6/16/2021	<i>Kesselman v. Toyota</i>	Los Angeles Superior Court Online transaction search	\$1.00
6/30/2021	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 6/16/21 Filing fee - S & C, CCCS	\$1,693.05
6/30/2021	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 6/24/21 Standard process	\$145.85
6/30/2021	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 6/24/21 Related service of process	\$82.35
6/30/2021	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 6/24/21 Related service of process	\$82.35
7/31/2021	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 7/20/21 Filing fee Proof of service	\$44.95
8/9/2021	<i>Kesselman v. Toyota</i>	USDC - CA Central District PHV application - Daniel Levy	\$500.00
8/11/2021	<i>Kesselman v. Toyota</i>	USDC - CA Central District PHV application for Cornfeld	\$500.00
8/31/2021	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - 8/20/21 Peremptory challenge to judicial officer	\$45.10
8/31/2021	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - 8/12/21 Filing fee S & C, CCCS	\$1,694.85
8/31/2021	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - 8/24/21 Standard process service	\$146.95
8/31/2021	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - 8/24/21 Process service	\$83.45
8/31/2021	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - 8/25/21 Proof of service	\$47.30
10/31/2021	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - 10/5/21 Notice name extension	\$14.15
10/31/2021	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - 10/7/21 Notice name extension	\$14.15
1/14/2022	<i>Kesselman v. Toyota</i>	FedexFedex to USDC - Central District	\$25.85
2/28/2022	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - 2/22/22 Stip & order name extension	\$36.15
3/2/2022	<i>Kesselman v. Toyota</i>	FedexDelivery to USDC Central District	\$30.09
5/12/2022	<i>Kesselman v. Toyota</i>	FedexFedex to Judge Hatter - USDC	\$29.08

Date	Matter	Description	Amount
6/6/2022	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - Qtrly system access fee - Partial qtr	\$113.40
9/7/2022	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - Qtrly system access fee	\$135.00
11/9/2022	<i>Kesselman v. Toyota</i>	Everest Court Reporting LLC - 10/13/22 Depo transcript - David Douglas	\$910.95
11/9/2022	<i>Kesselman v. Toyota</i>	Everest Court Reporting LLC - 10/14/22 Depo transcript - Mitchell Trockman	\$733.50
11/28/2022	<i>Kesselman v. Toyota</i>	Everest Court Reporting LLC - 10/27/22 Depo transcript - Glenn Kesselman	\$914.75
12/5/2022	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - Qtrly system access fee	\$135.00
12/29/2022	<i>Kesselman v. Toyota</i>	Everest Court Reporting LLC - 12/10/22 Depo transcript - Wayne Andrew Robert Slates	\$856.25
3/1/2023	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - Qtrly system access fee	\$135.00
3/31/2023	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 3/22/23 Rush process service	\$132.50
3/31/2023	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 3/7/23 Stip for order	\$41.05
6/1/2023	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - Qtrly system access fee	\$135.00
9/2/2023	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - Qtrly system access fee	\$135.00
10/31/2023	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 10/13/23 Declaration	\$46.55
10/31/2023	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 10/17/23 Stip to continue	\$41.60
10/31/2023	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 10/30/23 Reply, declaration	\$50.40
12/6/2023	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - Qtrly system access fee	\$135.00
12/31/2023	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 12/22/23 Plaintiff's reply	\$40.50
12/31/2023	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - 12/4/23 Motion for leave to file	\$209.10
6/21/2024	<i>Coviello v. Toyota</i>	Los Angeles Superior Court - Stipulation and order	\$5.40
6/30/2024	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - Status Report	\$17.15
7/31/2024	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - Notice Of Ruling	\$17.15
9/9/2024	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - Document Service Fee	\$12.00
1/9/2025	<i>Kesselman v. Toyota</i>	FedexFedex to court	\$34.99
1/31/2025	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - Joint Status Conference Report	\$18.70
2/28/2025	<i>Kesselman v. Toyota</i>	Nationwide Legal, LLC - Motion for preliminary Approval of Class Action Settlement	\$294.80
3/5/2025	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - System Access Fee	\$6.00
5/31/2025	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - 5/6/25 Joint Status conf report	\$18.70

Date	Matter	Description	Amount
6/2/2025	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - System Access Fee	\$6.00
10/31/2025	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - JOINT REPORT	\$127.00
10/31/2025	<i>Coviello v. Toyota</i>	Nationwide Legal, LLC - Request Name Extension	\$12.95
11/3/2025	<i>Coviello v. Toyota</i>	Case Anywhere, LLC - System Access Fee	\$6.00
		TOTAL	\$10,696.06

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12 Kevin P. Green, admitted pro hac vice
13 Daniel S. Levy, admitted pro hac vice
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21 Attorneys for Plaintiffs

22 **UNITED DISTRICT COURT**
23 **CENTRAL DISTRICT OF CALIFORNIA**

24 GLENN KESSELMAN, an individual, on
25 behalf of himself and others similarly
26 situated, et al.,

27 Plaintiffs,

28 v.

TOYOTA MOTORS SALES, U.S.A., INC.,
a California corporation,

Defendant.

Case No.: 2:21-cv-06010-TJH-JCx

**DECLARATION OF CHRISTIAN
TREGILLIS IN SUPPORT OF
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS
SETTLEMENT AND MOTION FOR
ATTORNEYS’ FEES**

Judge: Terry J. Hatter, Jr.
Courtroom: 9C

1 **DECLARATION OF CHRISTIAN TREGILLIS**

2 I, Christian Tregillis, declare:

3 1. I have been retained by counsel for Plaintiffs and those similarly situated (the
4 “Settlement Class” or “Plaintiffs”)¹ (“Counsel”), in the above-captioned matter, to analyze
5 economic, accounting, and related issues using my expertise in those fields and,
6 specifically, in the quantification of economic damages and monetary remedies, as a
7 forensic accountant and damages expert, as well as an appraiser of businesses and business
8 interests. Specifically, I have been asked by Counsel to analyze the value of terms of the
9 Settlement Agreement in this matter, dated January 31, 2025 (the “Settlement
10 Agreement”), to the Settlement Class.

11 2. I understand this declaration may be used in support of Plaintiffs’ Motion
12 for Final Approval of Class Action Settlement and Plaintiffs’ Motion for Attorneys’ Fees.
13 I have personal knowledge of the facts set forth herein, and, if called upon to testify
14 thereto, I could and would competently do so under oath.

15 3. I am a partner at Hemming Morse, LLC (“Hemming”), and a Certified Public
16 Accountant (“CPA”) (licensed in California and Nevada), Accredited in Business
17 Valuation (“ABV”), and Certified in Financial Forensics (“CFF”), as well as being a
18 Certified Licensing Professional (“CLP”). During my career of more than 30 years, I have
19 testified as an expert in over 190 matters, including over 70 trials/arbitrations, with my
20 testimony almost exactly evenly split between plaintiffs/claimants and
21 defendants/respondents, not including my work as a neutral and my work outside the
22 context of a legal dispute. My analyses have frequently involved the estimation of
23 economic damages, and I have also advised plaintiffs and defendants on the value of
24 claims for and against parties to litigations, including class action matters. For example,
25 I am currently advising a company about the value of a claim it may file, and I am also
26

27 _____

28 ¹ I refer to the class certified by the Court in its Preliminary Approval Order (Dkt. 153) as the “Settlement Class.”

1 currently assisting a company in the estimation of the value of a potential claim against
2 the company, although no complaint has been filed at this time. As a former chair of the
3 Economic Damages Task Force of the American Institute of Certified Public Accountants
4 (“AICPA”) and the chair of the economic damages section of the California Society of
5 Certified Public Accountants (“CalCPA”), I have authored or co-authored AICPA practice
6 aids, including (1) *Attaining Reasonable Certainty in Economic Damages Calculations*,
7 (2) *Calculating Lost Profits*, and (3) *Discount Rates, Risk, and Uncertainty in Economic*
8 *Damages Calculations*, and I have taught classes to CPAs and others on the estimation of
9 economic damages in disputes (including for the AICPA and state societies of CPAs, such
10 as CalCPA). I also co-authored the “Econometric Analysis” chapter in the *Litigation*
11 *Services Handbook: The Role of the Financial Expert*, in multiple editions of that treatise.
12 My qualifications and experience are summarized in my curriculum vitae, which is
13 attached as Exhibit 1 to this declaration.

14 **BACKGROUND AND TASK OVERVIEW**

15 4. As mentioned above, I have been retained by Counsel to analyze the terms
16 of the Settlement Agreement, which I understand was negotiated by Counsel, on behalf of
17 the Settlement Class, with defendant Toyota Motor Sales, U.S.A., Inc. (“Toyota”), and its
18 counsel, and which was reached by the parties in the present matter.² I understand that
19 the Settlement Class has brought a series of claims, including several claims under states’
20 unfair competition laws, and that the operative complaint is the Fifth Amended Complaint,
21 dated January 6, 2025, related to Toyota’s hands-free phone system used to make or
22 receive phone calls in a vehicle.³ In particular, I have been asked to value the injunctive
23 relief provided by Toyota to the Settlement Class as part of the Settlement Agreement. A
24 list of Materials Considered in forming my opinions herein is set forth in Exhibit 2 hereto.

25 5. I understand that, at a high level, the parties have agreed to a Settlement
26

27 ² Settlement Agreement, pp. 1-46.

28 ³ Settlement Agreement, pp. 1-11.

1 Agreement that calls for Toyota to implement an outreach program and website to instruct
2 vehicle operators on the existence of and how to address the functional problem with the
3 hands-free equipment in Toyota vehicles (the “Echo Issue”).⁴ Moreover, the Settlement
4 Agreement does not limit Class-members’ ability to seek monetary remedies via other
5 means (e.g., filing their own claims against Toyota, seeking monetary remedies).

6 **ECHO ISSUE IN TOYOTA VEHICLES AND THE SETTLEMENT AGREEMENT**

7 6. I understand that Plaintiffs have alleged that the hands-free phone system in
8 the Subject Vehicles (as defined in the Settlement Agreement, as seen below) is defective
9 by virtue of the Echo Issue, wherein when the driver of a Subject Vehicle uses the hands-
10 free phone system to make or receive a call, the person on the other end of the call hears
11 an echo of his or her own words.⁵

12 7. I understand that, for purposes of the Settlement, the parties have agreed (and
13 the Court has granted a motion also agreeing) to a class defined as follows.⁶

14 All individuals or legal entities who, at any time as of the occurrence of the
15 Initial Notice Date, own(ed), purchase(d), or lease(d) certain 2014-2019
16 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander,
17 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017 2019
18 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna,
19 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris
20 vehicles in the States of Arizona, California, Colorado, Georgia, Illinois,
21 Minnesota, Missouri, New York, Ohio, Oregon, and Washington. Excluded
22 from the Class are: (a) Toyota, its officers, directors, employees, affiliates and
23 affiliates’ officers, directors and employees; distributors and distributors’
24 officers, directors and employees; and Toyota Dealers and Toyota Dealers’
25 officers and directors; (b) Plaintiffs’ Counsel; and (c) judicial officers and
26 their immediate family members and associated court staff assigned to this
27 case.

28 8. I understand that some of the nuances relevant to the Echo Issue include that
the driver or other user of the Subject Vehicle often does not know of the existence of the

4 Settlement Agreement, pp. 17-18.

5 Settlement Agreement, p. 1.

6 Settlement Agreement, pp. 11-12; Dkt. 153.

1 problem, since the echo is heard by the other party on the phone call. As a result, the user
2 of the Toyota hands-free phone feature may experience negative effects without knowing
3 specifically about the problem, and may not even be told of the issue, where the vehicle
4 operator does not hear the echo and the caller on the other end may be frustrated and
5 unwilling to talk to the Toyota vehicle operator on the hands-free phone.

6 9. As a result, one of the benefits of the Settlement Agreement, if approved and
7 implemented, is to notify potentially affected drivers and users of the hands-free phone
8 functions on the vehicles at issue of the issue.

9 10. I understand that there are approximately 1.8 million Subject Vehicles
10 located throughout Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri,
11 New York, Ohio, Oregon, and Washington.⁷

12 **COMPROMISE AS PART OF A SETTLEMENT AGREEMENT**

13 11. As referenced above, I understand that the parties have extensively litigated
14 this dispute, over a period of many years, such that the operative complaint is the Fifth
15 Amended Complaint.⁸ As the proposed notice to Class-members summarizes it:

16 The parties have actively litigated the case since 2019, including lawsuits in
17 multiple jurisdictions that were consolidated into this case, Toyota filing
18 multiple motions to dismiss, Toyota's motion to compel arbitration,
19 exchanging discovery including interrogatories and responses to those
20 interrogatories, production of over 90,000 pages of documents, and deposition
21 of 11 plaintiffs. The operative complaint, the Fifth Amended Class Action
22 Complaint, was filed on January 6, 2025 and raises thirteen causes of action,
23 including violation of California's Unfair Competition Law, violation of
24 Arizona's Consumer Fraud Act, violation of Colorado's Consumer Protection
25 Act, violation of Section 349 of the New York General Business Law,
26 violation of Section 350 of the New York General Business Law, violation of
27 the Washington Consumer Protection Act, violation of the Illinois Consumer
28 Fraud and Deceptive Business Practice Act, violation of the Missouri
Merchandising Practice Act, violation of the Georgia Fair Business Practices
Act, violation of Ohio's Consumer Sales Practices Act, violation of Oregon's

⁷ Settlement Agreement, PDF p. 219.

⁸ Settlement Agreement, PDF p. 102.

1 Unlawful Trade Practices Act, violation of Minnesota’s Prevention of
2 Consumer Fraud Act, and violation of Minnesota’s Uniform Deceptive Trade
3 Practices Act.

4 12. Moreover, I understand that, at the point that the Settlement Agreement was
5 reached in January 2025, the motion for class certification had been set for hearing, for
6 April 2, 2025, and that that motion was anticipated to be disputed.⁹

7 13. From an economic perspective, when agreeing to a settlement, plaintiffs
8 normally are inherently making a compromise by giving up the theoretical future benefits
9 of winning the case (including, e.g., a damages award), while mitigating the risk of losing
10 in litigation, as well as accelerating remedies. On the other hand, defendants typically
11 give up their rights to defend themselves and possibly either win on class certification or
12 liability, or have lesser remedies than are agreed to in a settlement. And both sides avoid
13 future litigation expenses, such as attorneys’ fees, and time spent by individuals involved
14 (e.g., plaintiffs and employees or other representatives of defendants) is also saved.

15 14. As regards the valuation of an asset, value is rooted in the expected future net
16 economic benefits accruing to an owner of that asset. As explained by treatise author
17 Shannon Pratt, specifically regarding the value of a business:¹⁰

18 In the simplest sense, the theory surrounding the value of an interest in a
19 business depends on the future benefits that will accrue to the owner of it. The
20 value of the business interest, then, depends upon an estimate of the future
21 benefits and the required rate of return at which those future benefits are
22 discounted back to the valuation date.

23 15. For example, a 50% chance of obtaining \$2 in one year is worth the present
24 value of \$1 in one year, which is $\$1 / (1 + \text{the applicable discount rate})$. The discount rate
25 is the rate that accounts for the preference to receive an amount certain today rather than
26 an amount that is uncertain in the future, which is influenced by both risk and current

27 ⁹ Settlement Agreement, p. 10.

28 ¹⁰ *Valuing a Business, The Analysis and Appraisal of Closely Held Companies*,
Shannon P. Pratt (with Alina V. Niculita), Fifth Edition, 2008, p. 55.

1 interest rates.

2 16. In the present context, the Settlement Class members have relinquished their
3 rights to pursue *injunctive* claims that have or could have been raised against Toyota in
4 this matter, but, as mentioned above, the Settlement Class (other than the Named
5 Plaintiffs) are *not relinquishing their rights to monetary remedies*, either as a class or
6 individually.¹¹

7 The proposed settlement provides for class-wide injunctive relief, attorney
8 fees and incentive awards, but does not require any of the class members to
9 waive their monetary claims, if any. The requested injunctive relief is similar
10 to a consent decree in that the parties have agreed that Toyota Sales will create
11 a comprehensive consumer outreach program that will inform class members
about the existence of the echo problem and will explain how they can to
minimize and/or eliminate it by adjusting the volume.

12 17. As referenced above, this matter has yielded over 90,000 pages produced, 11
13 depositions have been taken, multiple vehicle inspections have occurred, and Toyota has
14 filed multiple motions to dismiss, as well as motions to compel arbitration. And I
15 understand that Toyota has multiple defenses that it has forgone by agreeing to the
16 Settlement Agreement, including those pertaining to class certification, liability, and
17 damages.

18 18. As a result, there is a significant advantage to the Settlement Class to
19 obtaining certain injunctive relief, in 2025, compared to protracted litigation to obtain
20 injunctive relief that is likely the same as what is provided as part of the Settlement
21 Agreement, assuming the putative class would be certified and Plaintiffs would win at trial
22 (both of which are uncertain).

23 19. As stated in the Settlement Agreement, Plaintiffs have agreed to the terms of
24 the Settlement Agreement in consideration of multiple factors, which impact the value of
25 the case to Plaintiffs, and Toyota has also recognized exposure/risk and costs to litigate
26
27

28 ¹¹ Preliminary Approval Order, Dkt. 153, p. 4.

1 the case further.¹²

2 Class Counsel have conducted substantial discovery, have investigated the
3 facts and underlying events relating to the subject matter of the Action and the
4 Related Action, have retained various experts and independent consultants to
5 analyze the alleged defect, have carefully analyzed the applicable legal
6 principles, and have concluded, based upon their investigation and decisions
7 issued by the Court, and taking into account the risks, uncertainties, burdens,
8 and costs of further prosecution of their claims, and the substantial benefits to
9 be received pursuant to this Settlement Agreement, that a resolution and
10 compromise on the terms set forth herein is fair, reasonable, adequate, and in
11 the best interests of Class Representatives and the other Class Members, and
12 treats Class Members fairly and equitably in relation to one another.

13 Toyota, for the purpose of avoiding the burden, expense, risk, and uncertainty
14 of continuing to litigate the claims, and in exchange for the Release described
15 herein, and without any admission of liability or wrongdoing, desires to enter
16 into this Settlement Agreement pursuant to Rule 23(b)(2) of the Federal Rules
17 of Civil Procedure.

18 20. As described above, I have negotiated settlement and license agreements in
19 consideration of similar risks, and I have served as a neutral in an attempt to put to rest
20 disputes between parties. As such, the inherent principle of compromise present in a
21 settlement provides, as it does here, some form of relief and value to plaintiffs, while
22 minimizing potential costs to defendants. Here, similarly, there was, as of the time the
23 parties reached the Settlement Agreement, inherent uncertainty about how things would
24 have transpired in a trial, as well as what would have happened in the appeals process.

25 21. However, this agreement is different in one important way compared to
26 typical settlement agreements in which I have been involved: the Settlement Class
27 members (other than the Named Plaintiffs) have only relinquished their claims relating to
28 injunctive relief. In other words, the consideration provided by Toyota to the Settlement
Class is injunctive in nature, and the consideration that the Settlement Class (other than
the Named Plaintiffs) has provided is their rights to injunctive claims only.

¹² Settlement Agreement, p. 1.

1 22. In this context, available information can be utilized to instruct an analysis of
2 the value of the Settlement Agreement and the injunctive relief Toyota has provided and
3 will provide in the future, as part of the Settlement Agreement.

4 **OUTREACH PROGRAM**

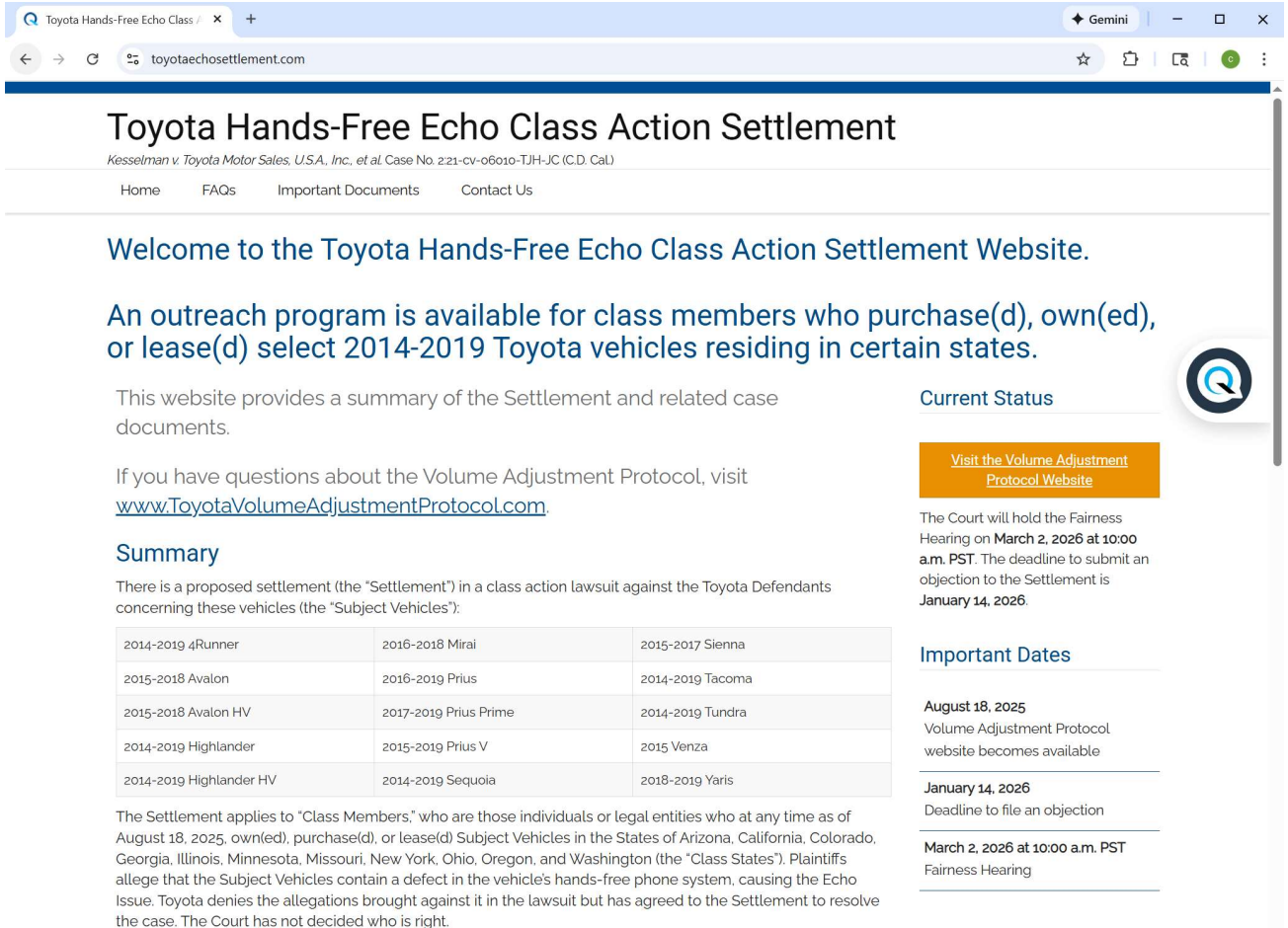
5 23. Per the Settlement Agreement, Toyota was to institute a specific Outreach
6 Program to notify affected drivers and occupants about the Echo Issue and provide a
7 solution to the problem.¹³ The Outreach Program includes:

- 8 • A “Volume Adjustment Protocol” website, hosted at Toyota’s expense, with
9 (i) detailed customer instructions related to the Volume Adjustment Protocol,
10 the language of which has been negotiated and agreed to by the Parties, (ii) an
11 enhanced video instructing Class Members of the Volume Adjustment
12 Protocol, the script for which has been negotiated and agreed to by the Parties,
13 and (iii) a link to the Settlement Website.
- 14 • Direct contact to Direct Mail Recipients, via U.S. Mail, or where available, by
15 email, further described below in Section IV.C., which includes (i)
16 information about the Echo Issue; (ii) enhanced instructions for the Volume
17 Adjustment Protocol, the language of which has been negotiated and agreed
18 to by the Parties; (iii) a QR code that shall be designed to take Class Members
19 to the Volume Adjustment Protocol Website, and (iv) a QR code which will
20 refer the Class Member to the Settlement Website;
- 21 • Social media program that includes social media ads that target Class
22 Members that will provide settlement-related information to Class Members
23 including directing the Class Members to the Volume Adjustment Protocol
24 Website; and
- 25 • A renewed Tech Tip, which will be available to Dealers and will include the
26 enhanced instructions and a link to the Volume Adjustment Protocol Website
27 and enhanced video.

28 24. As referenced above, the Settlement Agreement also calls for Toyota to 1)
host a Settlement Website, which will inform Class-members of the terms of the
Settlement Agreement, as well as Class-Members’ rights, dates, and deadlines, and 2)

¹³ Settlement Agreement, pp. 17-18.

1 establish a dedicated phone number for Class-Members to call about their claims and
2 issues, and social media notifications.¹⁴ Below is a screenshot of the top part of the
3 already-in-place Settlement Website, with a link to the Volume Adjustment Protocol
4 Website.¹⁵



20 25. The prescribed phone number is found at the bottom of the Settlement
21 Website webpage, as well as via the “Contact Us” button at the top of the page, which
22 leads to the following screen:¹⁶

27 ¹⁴ Settlement Agreement, pp. 20-22.

28 ¹⁵ <https://www.toyotaechosettlement.com/>. Accessed December 14, 2025.

¹⁶ <https://www.toyotaechosettlement.com/>. Accessed December 14, 2025.

Contact Us

If you have any questions regarding this Settlement, you may contact the Settlement Outreach Administrator. Please ensure that you include your name, VIN of your Subject Vehicle, and your return address on all correspondence.

If you have any questions regarding the Volume Adjustment Protocol, you may contact the Volume Adjustment Protocol Administrator. Please ensure that you include your name, VIN of your Subject Vehicle, and your return address on all correspondence.

Call Us:

[1-888-835-5756](tel:1-888-835-5756) (Toll-Free) (Recorded Information Only)

Write Us:

Settlement Outreach Administrator
c/o Epiq
PO Box 3607
Portland, OR 97208-3607

VALUE TO PLAINTIFFS OF THE INJUNCTIVE RELIEF

26. As described above, the Settlement Agreement provides a means for affected drivers and vehicle users to learn about the Echo Issue and to have the problem fixed with a volume adjustment process they can perform themselves. Without this, those individuals would often continue to not have their hands-free functionality fixed, which has the potential to result in them either not using that functionality (i.e., not using their phones while driving or holding the phone and not using the hands-free function, which is illegal in many states, such as California¹⁷). In addition, it is possible that some drivers will use their hands-free function, but their calls will be muddled or inaudible for reasons unknown by the driver. As discussed above, having Toyota proactively reach out to Class-Members is valuable in its contribution to vehicle safety and convenience, for vehicle operators and those on the other end of phone calls, as well as road users generally (e.g., I have been hit by a car when I was riding a bicycle in Los Angeles and the car driver was distracted, so having fewer distracted drivers, trips to the emergency room, and surgeries to repair my broken bones is something I appreciate). It has been reported that 88% of Americans support legislation that makes it unlawful to conduct a phone call while driving if the call

¹⁷ <https://www.ots.ca.gov/media-and-research/campaigns/distracted-driving-april/>. Accessed December 3, 2025.

1 is not hands free.¹⁸ As the Governors Highway Safety Association notes, driving while
2 distracted and holding a phone poses a great safety risk, such that 33 states have laws
3 against using a handheld cell phone while driving.¹⁹

4 Issue Overview

5 Driver distraction – which includes eating, drinking, grooming, day-dreaming, talking and texting on
6 handheld devices and many other actions that take a motorist's eyes and mind off the road – is a
7 contributing factor in many crashes despite many instances going unreported. In 2023, 3,275 people
8 died and another 324,819 were injured in distraction-related crashes (*Distracted Driving in 2023*,
9 National Highway Traffic Safety Administration [NHTSA]). That's an average of nine deaths and 890
10 injuries due to distracted driving every single day.

11 At any given moment during daylight hours, more than 326,000 U.S. drivers – half the population of the
12 state of Vermont – are holding a cell phone to their ear while driving (*Driver Electronic Device Use in*
13 *2023*, NHTSA).

14 Phone use while driving – particularly calling and texting – is one of the most common distractions. When
15 a person reads a text while driving, his or her eyes are off the road for an average of five seconds. At 55
16 miles per hour, that is like driving the length of an entire football field while blindfolded.

17 Many states and local jurisdictions have passed laws that address these behaviors. GHSA's message to
18 all drivers is simple: Don't use cellphones or other electronic devices while driving, regardless of
19 the current law. Keep your hands on the wheel and your eyes and mind on the road.

20 Nearly every state has passed some sort of statewide law against distracted driving, but more states are
21 adopting new hands-free distracted driving laws that account for new technology and clearly state when
22 and how a driver can or cannot use an electronic device behind the wheel.

23 . . .

- 24 • **Handheld Cellphone Use:** 33 states, D.C., Puerto Rico, Guam, the Northern Mariana Islands and the U.S. Virgin Islands prohibit all drivers from using
25 handheld cellphones while driving. All but Alabama and Missouri are **primary enforcement laws** — an officer may cite a driver for using a handheld
26 cellphone without any other traffic offense taking place.

GHSA Policy

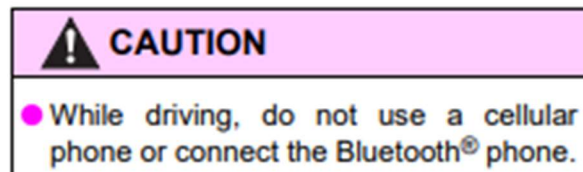


GHSA Policy on Driver Safety Issues

Featured Initiative



27. This is consistent with the 2018 4Runner Navigation & Multimedia System
28 Owner's Manual,²⁰ which says:



29 28. In this context, one measure of the value of the consideration provided to

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¹⁹ <https://www.ghsa.org/state-laws-issues/distracted-driving>. Accessed December 14, 2025.

²⁰ Available at <https://assets.sia.toyota.com/publications/en/omnav-s/OM35B47U/pdf/OM35B47U.pdf>. Accessed December 17, 2025.

1 Class-Members is the value of the repair being done for the driver, only in the case of the
2 Settlement Agreement being approved, the driver/vehicle owner would have the work
3 done without the inconvenience of setting up an appointment, going to a service station,
4 being potentially picked up and then returning to pick up the vehicle, or potentially waiting
5 for the work to be done. That is in addition to the cost of having the repair done by a
6 service employee at the mechanic shop/Toyota service.

7 29. The cost of the mechanic/service professional can be estimated based on
8 publicly available information. For example, car radio and related repair company
9 Specmo charges a minimum of \$99 plus parts for repairs of an AM/FM radio and \$120
10 plus parts for AM/FM CD or Touchscreen units.²¹

The screenshot shows the Specmo Enterprises website. At the top, there is a navigation bar with links for Home, Company, Sales, Services, Support, and Dealers. The main content area is titled "Radio Repair" and includes the following text:

Customers who would prefer to keep their repair bill as small as possible will request for us to only repair the initial problem with the radio.

AM/FM Radio repairs start at \$99 plus parts.

AM/FM CD or Touchscreen (Non-Navigation Unit) repairs start at \$120 plus parts.

Navigation radio repair pricing varies too broadly. Unit must be shipped in for an accurate estimate. Call our Customer Service Department for instructions on how to package and send in your unit to us.

Also, we will notify the customer when a newer software version is available and discuss their options. Nothing will ever be done to a radio without the customer's full consent and expectations.

Specmo Enterprises can service your needs for the following GM-Family vehicle components:

- Radios & XM Satellite Receivers
- HMI Control Modules
- Radio Display Assemblies
- Radio/ HVAC Control Faceplates
- CD / DVD Players
- DVD Displays (Overhead & Headrests)
- Navigation Discs
- Instrument Clusters
- DIC Displays
- HUDs
- DRACs/ DRABs
- Select Cluster Lenses & Radio Piece Parts

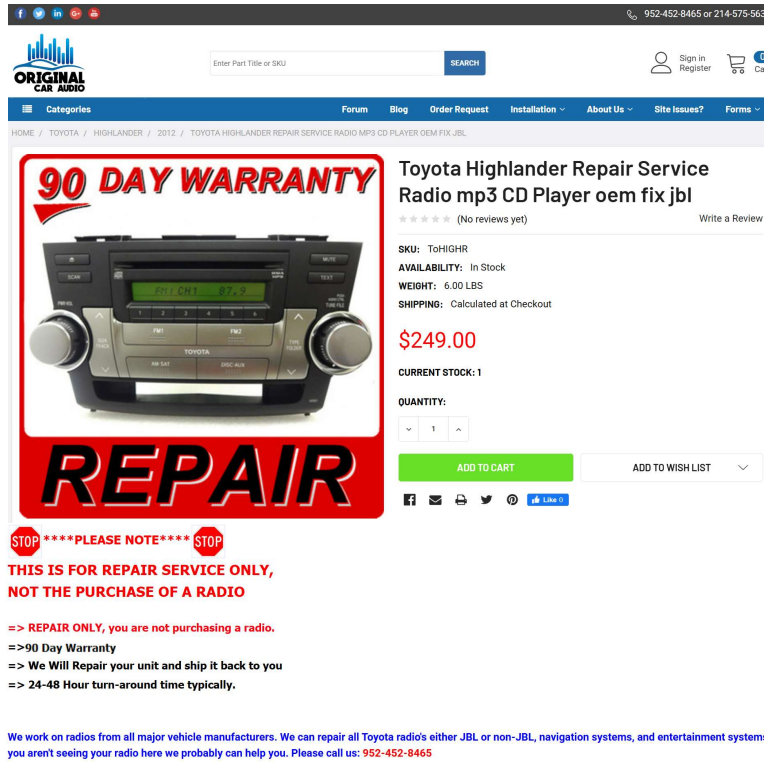
We also service many non-GM electronic components. Call our toll-free customer service line at 1-800-545-7910 for product availability and repair pricing.

On the right side of the page, there is an image of a car dashboard instrument cluster and a section titled "Odometer Setting" which states: "As an added service to our dealers, we also set odometers for the following vehicle manufacturer's instrumentation (Customers should call prior to sending in the unit to insure we have the correct software for their cluster)." Below this, it lists vehicle manufacturers: GM • Ford • Toyota • Honda • Volvo • Bentley • Kia • Mazda • Mitsubishi • Nissan • Hyundai. A link says "Many more vehicle makes are listed here".

[red box added]

21 <https://www.specmo.com/services/repair-and-refurbishing-services#:~:text=Radio%20Repair,in%20your%20unit%20to%20us>. Accessed December 14, 2025. Specmo also requires that the unit is taken out of the vehicle for servicing.

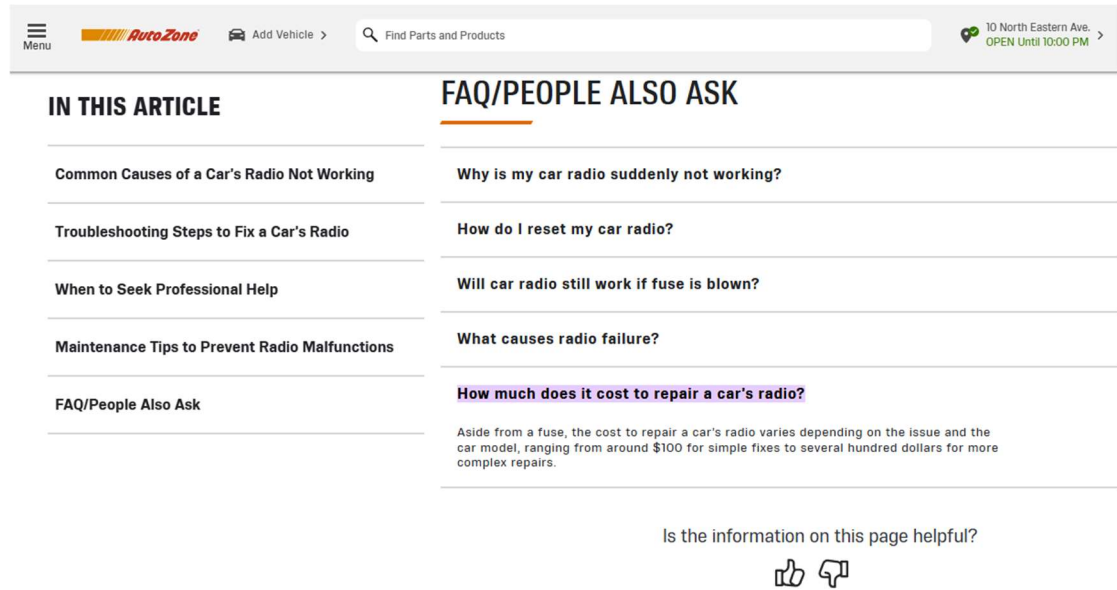
1 30. Original Car Audio, in Texas, repairs Toyota Highlander car stereo units for
2 \$249.²²



15 31. A search of the Autozone website provides a similar answer.²³

22 <https://www.cd4car.com/toyota-highlander-repair-service-radio-mp3-cd-player-oem-fix-jbl/>. Accessed December 14, 2025.

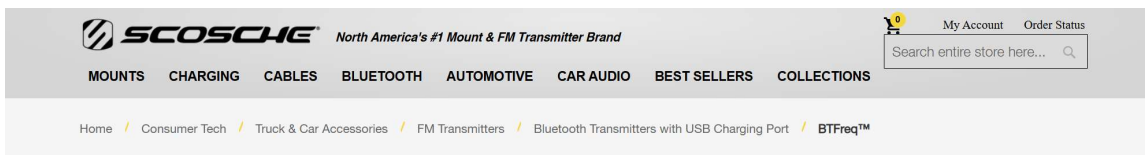
23 <https://www.autozone.com/diy/electrical/cars-radio-not-working>. Accessed December 3, 2025.



32. Of the sources identified above, the least expensive rate identified was \$100, for the Toyota radio systems at issue. Assuming no parts would be needed, as with the Volume Adjustment Protocol, that provides a minimum cost per vehicle fixed. This cost does not include any value for the time that the vehicle owner would need to expend to drive down to the service location, wait for the work to be done, and drive back to presumably the person's home, as compared to simply implementing the Volume Adjustment Protocol from home.

33. Another means of estimating the value of having a functional hands-free system is to look at the price of a FM transmitter that provides hands-free phone call functionality. The least expensive of these options that I found is Scosche BTFREQ FM transmitter, which plugs into the vehicle cigarette lighter/12v connection and connects by Bluetooth to the phone to provide hands-free phone conversations, with a microphone on the base that plugs into the lighter socket.²⁴

²⁴ <https://www.scosche.com/btfreq-handsfree-car-kit-bluetooth-fm-transmitter>. Accessed December 14, 2025.



Handsfree Car Kit
Plus stream your music wirelessly


DSP Echo Cancellation
Ensures clear conversations


One Touch Access
Siri™ and Google Voice™



Aux Port
Cable included

BTFreq™

Handsfree Car Kit with FM Transmitter

Part #: BTFM2A | ★★★★★ 11 Reviews

\$29.99

Share 

- Make hands-free calls from your Bluetooth enabled smartphone.
- Wirelessly Stream music from the Digital FM transmitter to your vehicles FM stereo.
- Flexible neck allows you to position the BTFREQ's LCD screen to your preferred view.
- Charge your device with the 10-Watt 2.1AMP USB port on the 12V car charger and control the BTFREQ's volume up/down, play/pause, answer/hang up the phone

More >

SELECT OPTIONS

Color :



Qty:1 



34. As seen above, Scosche touts this system's DSP Echo Cancellation. Assuming that the user is able to follow the instructions and connect the phone via Bluetooth, professional installation would be unnecessary. Assuming Los Angeles County sales tax of 9.75%, the total cost of this unit is \$32.91. While this unit can be purchased in person at stores such as Best Buy, it can also be purchased online and delivered to home.

35. As a result, for purposes of my analysis, I conservatively apply this cost of \$32.91 as the value to obtain hands-free phone call functionality, though I recognize that

1 having an FM transmitted sticking out of the cigarette lighter is not the most elegant
2 solution, and is likely inferior to having the vehicle’s hands-free kit on the installed stereo
3 work properly. Also, buyers will purchase a product if they value that product at at least
4 the price of the product (i.e., if they value it at \$500, they will gladly pay \$32.91).

5 36. A related and relevant question in this context is how important hands-free
6 phone functionality is to vehicle owners. While buyers of the Schosche FM transmitter
7 have shown with their purchases that they value hands-free functionality at at least the
8 approximately \$30 price of that transmitter, it is possible that not everyone values that
9 functionality at that level (i.e., not everyone would purchase a Schosche kit to eliminate
10 the Echo Issue). Relatedly, an article by the National Conference of State Legislators
11 noted 2022 data from the American Automobile Association showing that “roughly 93%
12 of respondents view texting, emailing or reading on a handheld mobile device to be very
13 or extremely dangerous” and “[n]early 76% consider talking on a handheld mobile device
14 as very or extremely dangerous.”²⁵ This is unsurprising as many states have laws that
15 make conversations using a handheld phone while driving illegal, as referenced above.

16 37. As regards the question of whether the Echo Issue is significant, or perhaps
17 just a minor nuisance or if it only affects a small number of the vehicles at issue, the issue
18 was discussed on various online forums, in multiple threads, including those cited in ¶¶
19 59-67 of the Fifth Amended Complaint.

20 38. This is consistent with materials I have reviewed, including a report referring
21 to the echo as “severe”; video and examples of the Echo Issue taken by dealers; dealer
22 reports showing examples of customers who experienced the Echo Issue and had to take
23 the vehicle in to the dealer just to be told about the volume adjustment protocol by the
24 dealer; documents appearing to show numerous instances of dealers not applying the
25 volume adjustments, not advising the consumers of the volume adjustment procedure, or
26

27 _____
28 ²⁵ <https://www.ncsl.org/transportation/distracted-driving-cellphone-use>. Accessed
December 18, 2025.

1 applying the wrong remedy such as software updates would be arguably ineffective
2 because the Echo Issue involved a component that could not be resolved with a software
3 update; consumer complaints to dealers supporting the safety and legal risks from trying
4 to deal with the Echo Issue; and documents expressing customer frustration with the Echo
5 Issue and a belief that no fix was available.

6 39. Moreover, I understand that hands-free phone call functionality was seen by
7 Toyota as important and valuable enough to prospective buyers to put it on the
8 Monroney/window sticker of its vehicles.²⁶

9 40. As a result, evidence indicates that many Class-Members put high value on
10 provision of operational and functional hands-free features on their vehicles, likely higher
11 than the \$32.91 per vehicle price referenced above, which is consistent with the American
12 Automobile Association study showing that 76% of Americans think that driving while
13 talking on the phone with a handheld phone is very dangerous or extremely dangerous.

14 41. As regards the question of the dollar value of the injunction, if one were to
15 apply the \$32.91 price per vehicle, as well as the 76% of Americans who think that driving
16 while conducting a phone call using a handheld phone by the total number of vehicles,
17 that results in $\$32.91 \times 0.76 = \25.01 .

18 42. As referenced above, I understand that there were 1.8 million vehicles sold
19 that meet the criteria to be in the Settlement Class. However, data indicate that not all of
20 those are likely still on the road. According to data kept by S&P Global, the average age
21 of a vehicle on the road in the U.S. is 12.8 years, with a 4.5% annual scrappage rate,²⁷
22 which indicates that more than half of vehicles at issue (which range from the 2014 to
23 2019 model year) are still on the road.

24 43. As a result, using these figures, it is possible to conservatively estimate the
25 value of the injunctive relief provided to the Settlement Class to be 1.8 million x 50% (still
26 _____

27 ²⁶ See, e.g., PLFFKESSE000025.

28 ²⁷ <https://www.spglobal.com/automotive-insights/en/blogs/2025/05/average-age-of-vehicle-in-us>. Accessed December 14, 2025.

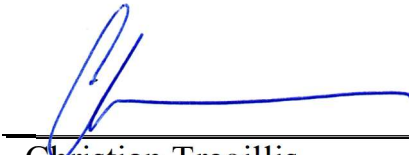
1 on the road) x \$25 per vehicle = \$22.5 million. As discussed above, there are multiple
2 ways in which this number is conservative, including the following:

- 3 • There are likely more than 50% of the Settlement Class's vehicles at issue still on
4 the road.
- 5 • The value to a vehicle owner of being notified of the problem and having an easy
6 method provided to them to fix the problem, without having to order a product or
7 go to have the unit serviced is likely more than \$32.91.
- 8 • It is likely that more than 76% of the Settlement Class would want to have their unit
9 fixed and functional.

10 44. This analysis does not put any value on the benefits to anyone other than
11 vehicle owners/users (i.e., it does not account for the value of those who are not victims
12 in vehicle crashes where the driver was distracted due to the use of a handheld phone).
13 Nor does the figure above include the value of time and money saved from not having to
14 take the Subject Vehicle to a dealer or mechanic to address the Echo Issue, discussed
15 above. And it does not address the issue discussed above about the value of obtaining in
16 2025 certain injunctive relief instead of the possibility of obtaining what is likely to be
17 that same injunctive relief at some future date, assuming a favorable class certification
18 ruling and prevailing on other issues (e.g., liability), with the timing of the injunctive relief
19 being potentially after appeals.

20 45. In sum, my analysis indicates that a very conservative estimate of the value
21 of the injunctive relief provided by the Settlement Agreement is \$22.5 million.

22
23 I declare under penalty of perjury under the laws of the United States of America and the
24 State of California that the foregoing is true and correct. Executed on December 18, 2025.

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Christian Tregillis

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EXHIBIT 1
Curriculum Vitae and Testimony History



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Christian Tregillis, CPA, ABV, CFF, CLP Partner

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Summary

Christian Tregillis is a partner in Hemming Morse's Las Vegas and Los Angeles offices. He analyzes financial, accounting, economic, statistical, and market issues, primarily relating to disputes, valuations, and license agreements covering intellectual property rights. In his career of more than 30 years, he has participated in mediations and testified in over 190 matters, before state and federal courts and arbitration venues, including more than 70 trials/arbitrations. His testimony has been almost exactly evenly split between work for plaintiffs/claimants and defendants/respondents, not including his assignments as a neutral and his work outside the context of a dispute.

Before joining Hemming Morse, Mr. Tregillis was the leader of the Damages, Valuation & IP practice area globally for LECCG. Prior to that, he led the Forensic Accounting & Litigation Consulting group in the Western U.S. for Kroll, Inc., following 11 years at "big four" accounting firms, including as a Partner in the Financial Advisory Services practice at Deloitte & Touche. Early in his career he spent two years at First Interstate Bank, where he helped design a portfolio hedging system to manage interest rate exposure, valued acquisition targets and lines of business, and statistically forecasted loan losses.

Mr. Tregillis is a past Chair of the Economic Damages Task Force of the American Institute of Certified Public Accountants ("AICPA"), for which he has lead-authored and co-authored practice aids ("Calculating Lost Profits," "Discount Rates, Risk, and Uncertainty in Economic Damages Calculations," "Attaining Reasonable Certainty in Economic Damage Calculations," and the "CPA's Handbook on Fraud and Commercial Crime Prevention"). He has also taught for the AICPA on economic damages and related topics. In addition, he is a past Chair of the Economic Damages Section and a current member of the Steering Committee of the Forensic Services Section of the California Society of Certified Public Accountants ("CalCPA"), and he was the founding chair of CalCPA's annual Fraud and Forensic Accounting Conference. He is a past Co-Chair of committees of the Certified Licensing Professionals. From 2003 to 2007, he was on the Board of Trustees of the Center for Law in the Public Interest; he also served as the Center's Chief Financial Officer.

Education and Certifications

- Occidental College, A.B. Economics with Distinction
- University of Chicago Graduate School of Business, M.B.A. Finance and Accounting
- Certified Public Accountant, Licensed in Nevada and California
- Accredited in Business Valuation, American Institute of Certified Public Accountants
- Certified in Financial Forensics, American Institute of Certified Public Accountants
- Certified Licensing Professional, Licensing Executives Society

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Select Engagements

- ***Putative class v. personal computer company.*** The plaintiffs alleged that the defendant falsely advertised its products as being sold at a discount from a “retail” or “regular” price, when in fact the products had not been sold at the advertised reference price in sufficient frequency to qualify for such advertising. Mr. Tregillis quantified the sample size necessary to provide an adequate sample from which to extrapolate to the class. He also issued a report regarding whether there was available a methodology to calculate damages to the class, using a survey to quantify the effect of the advertising at issue on consumers. He was deposed on his analysis and opinions.
- ***Putative class v. supermarket chain.*** The plaintiffs, women who were at a time pregnant when they worked for the defendant, claimed that they were subject to discrimination in that they were not offered the same accommodations as other employees. Mr. Tregillis analyzed statistical issues and the sample size needed to provide for the sample to be representative of the class (and subclasses).
- ***Airline carriers’ trade association and lobbying group v. state/city governments.*** The trade association and lobbying group brought suits against two state governments and one city government (three different litigations), alleging that holding airlines carriers to the terms of labor laws requiring paid sick time, without recourse, would harm the airline carriers and their customers. Mr. Tregillis wrote expert reports and testified in depositions and a trial about his analysis of the effect of compliance with the law on airline carriers, performing regression analyses and investigating whether there was a link between compliance with the law and flight delays and cancellations.
- ***Putative class v. pharmaceutical company.*** The plaintiffs, women sales representatives of the defendant, alleged that they were offered inferior employment terms compared to equally qualified men. Mr. Tregillis analyzed the sample data provided and used a regression to estimate the effect of gender on employment terms, all else equal.
- ***Putative class v. clothing retailer.*** The plaintiffs alleged that the defendant falsely advertised its products as being sold at a discount from a reference price, when in fact the products had not been sold at the reference price on a regular basis. Mr. Tregillis issued a declaration regarding whether there was available a methodology to calculate damages to the class, using a survey to quantify the effect of the advertising at issue on consumers.
- ***Putative class v. video game company.*** The plaintiffs, women who were employees of the defendant, claimed that male employees were more highly and better compensated than comparable male counterparts. Mr. Tregillis built a regression model that compared compensation paid to male and female employees, accounting for differences in their profiles, considering factors such as education, experience, seniority, and job level. His analysis was used to settle the claims.
- ***Individuals v. owner and landlord of residential rental properties.*** The plaintiffs alleged that the defendant charged unlawful fees for the late payment of rent, which the defendant argued were less than the costs incurred as a result of the late payment of rent by the plaintiffs. Mr. Tregillis analyzed and testified at trial about whether the costs incurred by the defendants did, in fact, exceed the amount of the late fees charged.

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- **Consulting on sampling in labor disputes.** Mr. Tregillis has consulted on the issue of statistical sampling and sample selection, including identification of the sample size necessary to obtain reliable results. These have frequently been in the context of labor disputes, but also other matters.
- **Individuals v. retailer of residential heating units.** The dispute related to the sale by the defendant of faulty and dangerous residential heating units. Mr. Tregillis's role was to perform a statistical analysis in the computation of damages to replace all units ever sold, given limited data on sales. After Mr. Tregillis provided deposition testimony, his calculations and declaration were used by the judge and counsel from both sides of the dispute to settle the case.
- **Putative class v. seller of coconut water.** The plaintiffs alleged that the defendant employed false advertising in its use of the phrase "born in brazil" on the product's packaging, when in fact the coconuts used to make the product were from Indonesia, Thailand, and the Philippines. Mr. Tregillis performed a hedonic regression analysis to evaluate the effect on prices of the use of this tagline on the packaging, and to answer the question of whether there was available a methodology to calculate damages and monetary remedies relating to the alleged misrepresentation.
- **Employees v. gaming software company.** The plaintiffs sued individually, as a class, and under a Private Attorney General Act claim, alleging that the defendant undercompensated female employees at a large company that owned one of the largest online multi-player games on the internet. Mr. Tregillis performed a statistical analysis, including regression models, to ascertain the effect of gender on compensation and to quantify damages.
- **Putative class v. seller of smartphones.** The plaintiffs alleged that the defendant sold extended warranty programs to buyers of smartphones, but the replacement phones were refurbished rather than new, such that plaintiffs alleged that the warranties were sold based on misrepresentations. Mr. Tregillis issued a declaration on the question of whether there was available a methodology to calculate damages and monetary remedies relating to the alleged misrepresentations.
- **Putative class v. smartphone and related technology company.** The plaintiffs were application developers who alleged that the defendant improperly used its market power to underpay plaintiffs for their applications on the defendant's application store. Mr. Tregillis analyzed profits earned on the defendant's app store, though the defendant claimed that the company did not keep information that would permit the calculation of profits on the app store. After Mr. Tregillis was deposed, the matter settled.
- **Airline v. labor unions.** The plaintiff airline alleged that the defendant unions wrongly encouraged their members to "work slowly" as part of an attempt to negotiate a new labor contract with the airline. Mr. Tregillis analyzed data indicating whether the alleged improper messaging caused the employees to modify their behavior, as well as whether that adversely affected the airline and air travelers. He testified at a trial about his analysis.

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Professional Activities, Groups & Affiliations

- California Society of Certified Public Accountants
 - Past Chair and current member, Economic Damages Section
 - Member, Steering Committee for Forensic Sections
 - Past member, Government Relations Committee
 - Past member, CalCPA Council
 - Past member, Financial Literacy Committee
- American Institute of Certified Public Accountants
 - Past Chair, Economic Damages Task Force
 - Past member, Forensic & Litigation Services Committee
- USC Intellectual Property Institute
 - Member, Executive Committee
 - Chair, Damages and Monetary Remedies Subcommittee
- Licensing Executives Society/Certified Licensing Professionals
 - Past Co-Chair, Standards, Admissions, and Recertification Committee
 - Past Co-Chair, Exam Development and Maintenance Committee

Publications, Presentations & Speaking

- *Income Statement Analysis*. Practising Law Institute, *Basics of Accounting and Finance* (September 1998).
- *The Use of Outside Accountants*. Practising Law Institute course *Basics of Accounting and Finance* (September 1998) – instructor and chapter author, “*Overview of Services Provided by CPAs.*”
- *Evaluating IP Lost Profits: From Panduit to Grain Processing*. California Society of CPAs publication, *The Witness Chair* (Summer 2001).
- *The Valuation of Trademarks*. American Intellectual Property Lawyers Association Annual Meeting (October 2001).
- *The Valuation of Intellectual Property*. San Diego Institute of Intellectual Property Lawyers Association Meeting (April 2002).
- *Issues to Consider in Evaluating a Reasonable Royalty*. American Institute of CPAs publication, *CPA Expert* (Summer 2002).
- *IP Through the Life of Your Business*. The Phelps Group: IP Summit (July 2002).
- *The Use of Multiple Regression in Commercial Litigation*. California Society of CPAs, Economic Damages Section Meeting (October 2002).

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- Review of *Valuation for Financial Reporting: Intangible Assets, Goodwill, and Impairment Analysis, SFAS 141 & 142* (by Michael J. Mard, et al.). American Institute of CPAs publication, *CPA Expert* (Winter 2003).
- *The Use of Surveys and Statistics in Litigation*. California Society of CPAs, California Society of CPAs, *Advanced Business Litigation Institute* (May 2003).
- *Current Issues in IP Litigation Damages*. California Society of CPAs, California Society of CPAs, *Advanced Business Litigation Institute* (May 2003).
- *The Role of the Financial Expert in Trade Secret Litigation*. California Society of CPAs, Economic Damages Section Meeting (July 2003).
- *Notes and Numbers: Does the Data on Declining Music Sales “Sing” In an Age of Music Downloading?* Los Angeles County Bar Assoc., Music Section Meeting (December 2003).
- *Peer to Peer File Sharing Suits: What’s Next?* California Society of CPAs publication, *The Witness Chair* (Winter 2004).
- *AICPA Statement on Standards for Business Valuation*. California Society of CPAs, Economic Damages Section Meeting (February 2004).
- *Research on Current Issues in Economic Damages*. California Society of CPAs, Economic Damages Section Meeting (May 2004).
- *Assessing and Proving Damages from Infringement, Program Moderator*. University of Southern California *Intellectual Property Institute* (May 2004).
- *Daubert Case Law*. American Institute of CPAs, *Conference on Fraud and Litigation Services* (September 2004).
- *Cost Shifting and Electronic Discovery: How Experts Can Help Clients Minimize Costs*. California Society of CPAs publication, *The Witness Chair*, with Rachel Laybourn (Fall 2004).
- *Valuation of Intellectual Property*. California State Bar Intellectual Property Law Section, *Intellectual Property Institute* (November 2004).
- *From Qualifications to Unsupported Opinions: A Review of Motions to Exclude Financial Experts*. California Society of CPAs, Economic Damages Section Meeting (February 2005).
- *Challenges for the Intellectual Property Damages Expert: Apportionment of Value, Multiple Patent Litigation, Price Erosion, and the Entire Market Value Rule*. California Society of CPAs, *Advanced Business Litigation Institute* (May 2005).
- *You’ve Been Sued for Infringement – Now What?* University of Southern California Gould School of Law, *Intellectual Property Institute* (May 2005).
- *Fraud Identification, Protection and Management*. Financial Executives International, Seattle Section meeting (September 2005).
- *Spending Your IP Dollars Wisely in Foreign Markets*. AeA Oregon Section Meeting (December 2005).

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- *Differences Between Lost Profits and Diminution in Business Value as a Measure of Damages*. American Institute of CPAs publication, BV-FLS Section Update, with Michael Thompson (January 2006).
- *Practice Aid on Damages in Intellectual Property Disputes* (contributor/editor). American Institute of CPAs publication (February 2006).
- *The Top 10 Things About IP Every Technology Manager Needs to Know*. Mentor Graphics User2User Conference (May 2006).
- *Financing Issues in Managing Intellectual Property Risk*. Risk & Insurance Management Society, Los Angeles Chapter Meeting (June 2006).
- *Awards for Future Damages in Patent Infringement Cases after eBay v. MercExchange*. American Bar Association, IPL Newsletter (Summer 2006, Volume 24, Issue 4).
- *The Forensic Accountant's Role in Claims of Alter-Ego, Successor Liability, and Fraudulent Transfers*. California Society of CPAs, Economic Damages Section Meeting (October 2006).
- *The Financial Expert Post-eBay: The Four-Factor Test and Future Royalties*. Law Seminars International, *Calculating and Proving Patent Damages* (February 2007).
- *Econometric Analysis and Multiple Regression*. Chapter in *Litigation Services Handbook: The Role of the Financial Expert, (Fourth Edition)*, with Dr. Mohan Rao, edited by Peter Frank, Michael Wagner and Roman Weil (February 2007); also in the supplement to the third edition.
- *Patent Rights in the Post-eBay Era: What You Need to Survive*. University of Southern California Gould School of Law, *Intellectual Property Institute* (March 2007).
- *Current Issues in Patent Damages*. IQPC, *3rd Patent Strategies* (March 2007).
- *Conducting Internal Corporate Investigations*. Association of Corporate Counsel of America, Southern California quarterly meeting (April 2007).
- *Managing Digital Intellectual Property Risk*. Automotive News Webinar (April 2007).
- *Protecting Your Intellectual Property: Essential Strategies to Building a Successful IP Protection Program*. Microsoft CSO Summit (April 2007).
- *Top 10 Reasons Financial Experts Get Excluded and What to Do About It*. American Institute of Certified Public Accountants National Conference on Fraud and Litigation Services (September 2007).
- *Forensic Accounting Investigations and Valuation Analysis in an XBRL World*. 16th XBRL International Conference (December 2007).
- *The CPA's Handbook on Fraud and Commercial Crime Prevention*. American Institute of Certified Public Accountants publication (lead author – 2008 update) (May 2008).
- *Forensic Investigation of Financial Statement Fraud: Case Studies*. Florida Institute of Certified Public Accountants, *Accounting and Business Expo* (May 2008).
- *Discovery and Production Issues*. American Institute of Certified Public Accountants, *National Conference on Fraud and Litigation Services* (September 2008).
- *Quanta, Exhaustion and Patent Damages*. IP360 (October 2008).

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- *Discount Rates and the Time Value of Money in Litigation.* California Society of CPAs, Economic Damages Section Meeting (May 2009).
- *Understanding, Developing & Managing Forensic Engagements.* American Institute of Certified Public Accountants Webinar, "Creating a Niche Forensic Practice Series" (February 2010).
- *Economic Damages: An Overview.* American Institute of Certified Public Accountants Webinar, "Creating a Niche Forensic Practice Series" (May 2010).
- *Reasonable Royalties and Apportionment of Value: Part 2 (Royalty Stacking).* California Society of Certified Public Accountants and Los Angeles Intellectual Property Lawyers Association, *IP Damages Institute* (November 2010).
- *Hot Issues in Reasonable Royalty Patent Damages* (topics led: *The Use of Surveys and Demand Curves*, and *The Use of Settlement Agreements*). University of Southern California Gould School of Law, *Intellectual Property Institute* (March 2011).
- *Differences Between Lost Profits and Diminution in Business Value as a Measure of Damages.* American Institute of Certified Public Accountants, *FVS Consulting Digest* (Issue 1, January 2012).
- *Discount Rates, Risk, and Uncertainty in Economic Damages Calculations.* American Institute of Certified Public Accountants Practice Aid (April 2012).
- *Discount Rates, Risk, and Uncertainty in Economic Damages Calculations.* American Institute of Certified Public Accountants Webinar (July 2012).
- *Discount Rates, Risk, and Uncertainty in Economic Damages Calculations; Attaining Reasonable Certainty in Economic Damages Calculations.* California Society of Certified Public Accountants Forensic Services Section Meeting (October 2012).
- *Financial Forensic Accounting Education Series: Applicable Professional Standards.* (Course Author) American Institute of Certified Public Accountants (May 2013).
- *Interpreting and Reconciling Recent Case Decisions: Raising the Bar on Lost Profits, Business Valuation and Intellectual Property Damages.* American Institute of Certified Public Accountants Forensic and Valuation Services Conference (November 2013).
- *Reasonable Certainty Round 2: An Inside Look at the Findings of the Damages Task Force - Reasonable Certainty for New or Unestablished Businesses.* American Institute of Certified Public Accountants Forensic and Valuation Services Conference (November 2013).
- *Reasonable Certainty in Economic Damages Calculations.* California Society of Certified Public Accountants Forensic Services Section Meeting (February 2015).
- *Patent Damages Roundtable.* University of Southern California Gould School of Law, *Intellectual Property Institute* (March 2015).
- *Reasonable Certainty in Economic Damages Calculations.* American Institute of Certified Public Accountants Practice Aid (August 2015).
- *IP Remedies Roundtable and Workshop.* University of Southern California Gould School of Law, *Intellectual Property Institute* (March 2017).

Christian Tregillis, CPA, ABV, CFF, CLP



HEMMING | MORSE
FORENSIC & FINANCIAL CONSULTANTS

- *Reasonable Certainty and the New AICPA Practice Aid*. Kentucky Society of Certified Public Accountants, Forensic Accounting and Litigation Conference (August 2017).
- *Prejudgment Interest*. Chapter in *Lost Profits Damages: Principles, Methods, and Applications*, with Greg Pinsonneault, edited by Everett Harry and Jeffrey Kinrich (First Edition: October 2017; Second Edition: December 2021).
- *Linking Causation to Damages*. American Institute of Certified Public Accountants, Forensic and Valuation Services Conference (November 2017).
- *Calculating Lost Profits*. American Institute of Certified Public Accountants Practice Aid (March 2019).
- *Economic Damages Update: Reasonable Certainty, Lost Profits and Intellectual Property*. American Institute of Certified Public Accountants Webinar (May 2019).
- *Unauthorized Use of Trademarks and Copyrights in Social Media and User-Generated Content: Where are the Boundaries and Who's Responsible?* University of Southern California Gould School of Law, Intellectual Property Institute (September 2020).
- *Revenue Estimation Case Study: Regression*, Association of International Certified Public Accountants, Forensic & Valuation Services Conference (November 2020).
- *Revenue Estimation Case Study: Benchmarking and Yardstick Method*, Association of International Certified Public Accountants, Forensic & Valuation Services Conference (November 2020).
- *The Alter-Ego Investigation*. California Society of Certified Public Accountants, 4N6 Conference on Fraud and Forensics (May 2021). Also served as Chair of conference planning committee.
- *Prejudgment Interest*. Association of International Certified Public Accountants, Forensic & Valuation Services Conference (November 2021).
- *Ask the Experts: Complex Issues in Accounting Investigations*. California Society of Certified Public Accountants, Fraud and Forensic Accounting Conference (May 2022). Also served as Chair of conference planning committee.
- *Small Company Fraud and Breaches of Fiduciary Duties*. California Society of Certified Public Accountants, Fraud and Forensic Accounting Conference (March 2023). Also served as Chair of conference planning committee.
- *Damages for New and Unestablished Businesses*. California Society of Certified Public Accountants, Fraud and Forensic Accounting Conference (March 2025). Also served as a member of conference planning committee.
- Author of quarterly "AICPA Update" (2006-2009), and "Economic Damages Section Update" (2008-2010). California Society of CPAs publication, *The Witness Chair*.
- Research assistant in the publication of textbooks in Microeconomics, Macroeconomics and Econometrics.
- Instructor, the Conviser Duffy (Becker) CPA Review Course.

**Christian Tregillis, CPA, ABV, CFF, CLP
Testimony History**

Client is/was counsel for underlined party/parties. ** indicates matter also has/had a counterclaim.

<u>Plaintiff/Claimant</u>	<u>Defendant/Respondent</u>	<u>Venue</u>	<u>Deposition</u>	<u>Trial/Arbitration</u>	<u>Other Hearing</u>
Air Transport Association of America, Inc., d/b/a Airlines For America	<u>Kristina Rosett</u>	US District Court - District of Colorado	X		
Credo Semiconductor, Inc.	<u>AvicenaTech, Corp.</u> **	JAMS Arbitration	X		
Forward Westwood, Inc., et al.	<u>Meny A. Atias</u> **	California Superior Court – Los Angeles County	X		
Zeikos, Inc.	<u>Walgreen Co.</u> **	US District Court - Northern District of Illinois	X		
<u>Grasshopper House, LLC</u>	Clean & Sober Media, LLC, et al.	California Superior Court – Los Angeles County	X		
<u>Metropolis I Condominium Owners' Association, et al.</u>	Greenland LA Metropolis Development I, LLC, et al.	American Arbitration Association	X	X	
<u>Golden Pear Funding OPCO, LLC, et al.</u>	KO Case Support, Inc., et al. **	American Arbitration Association	X		
James Doherty	<u>Alameda Healthcare & Wellness Center, LLC, et al.</u>	California Superior Court – Alameda County	X	X	
William A. Batchelor, Jr.	<u>York Holding, Ltd., et al.</u> **	Nevada District Court - Clark County			X
North Yuba Water District	<u>South Feather Water and Power Agency</u>	California Superior Court – Sutter County	X	X	
<u>Nakia V. Porter, et al.</u>	City of Solano, et al.	US District Court - Eastern District of California	X		

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Testimony History**

Client is/was counsel for underlined party/parties. ** indicates matter also has/had a counterclaim.

Plaintiff/Claimant	Defendant/Respondent	Venue	Deposition	Trial/Arbitration	Other Hearing
<u>The Upper Deck Company</u>	Pixels.com, LLC, d/b/a Fine Art America	US District Court - Southern District of California	X		
Connie Chan, et al.	<u>Alameda Healthcare & Wellness Center, LLC, et al.</u>	California Superior Court – Alameda County	X	X	
Forbidden Games, Inc., et al.	<u>University Games Corporation, et al.</u> **	US District Court - Northern District of California	X	X	
<u>Tavik Industries, LLC</u>	Incipio Technologies, Inc., et al.	California Superior Court – Orange County	X		
<u>Signia, Ltd., et al.</u>	Male Excel Medical P.A., et al.	US Bankruptcy Court - District of Colorado	X	X	
Robert R. Fine, et al.	<u>Kansas City Life Insurance Company</u>	US District Court - Central District of California	X		
Activision Publishing Inc.	<u>Warzone.com, LLC</u> **	US District Court - Central District of California	X		
Kawasaki Jukogyo Kabushi Kaisha	<u>Rorze Corporation, et al.</u>	US District Court - Northern District of California	X		
Macias Gini & O'Connell, LLP, et al.	<u>Michael Schwartz, et al.</u> **	JAMS Arbitration		X	
<u>Nextpulse, LLC</u>	Brunswick Corporation	California Superior Court – San Francisco County	X		
Cookies Creative Consulting & Production, Inc.	<u>Cookies Retail, LLC</u> **	JAMS Arbitration		X	

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Testimony History**

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<u>Plaintiff/Claimant</u>	<u>Defendant/Respondent</u>	<u>Venue</u>	<u>Deposition</u>	<u>Trial/Arbitration</u>	<u>Other Hearing</u>
<u>Missouri State Employees' Retirement System</u>	The Catalyst Group, Inc., et al.	Missouri Circuit Court - Cole County	X		
<u>Andrew Axelrod, et al.</u>	Lenovo (United States) Inc.	US District Court - Northern District of California	X		
StudioCanal S.A.S.	<u>Cross Creek Releasing Company 1, LLC, et al.</u>	California Superior Court – Los Angeles County	X	X	
Verizon Connect, Inc.	<u>Omega Patents, LLC</u>	United States Patent and Trademark Office - Patent Trial and Appeal Board	X		
Business Partner Solutions, Inc.	<u>Novacoast, Inc.</u>	US District Court - Central District of California	X		
<u>G. W. Aru, LLC, et al.</u>	W. R. Grace & Co.-Conn., Inc.	US District Court - District of Maryland	X		
Fortinet, Inc.	<u>Forescout Technologies, Inc. **</u>	US District Court - Northern District of California	X		
Roblox Corporation, et al.	<u>WowWee Group Limited, et al.</u>	US District Court - Northern District of California	X		
Geotab USA, Inc., et al.	<u>Omega Patents, LLC</u>	United States Patent and Trademark Office - Patent Trial and Appeal Board	X		
Christopher Fenton	<u>DMG Entertainment, LLC, et al.</u>	California Superior Court – Los Angeles County	X		
<u>Rocket Software, Inc., et al.</u>	CollegeNET Inc.	US District Court - District of Oregon	X	X	

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Testimony History**

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<u>Plaintiff/Claimant</u>	<u>Defendant/Respondent</u>	<u>Venue</u>	<u>Deposition</u>	<u>Trial/Arbitration</u>	<u>Other Hearing</u>
<u>American Clothing Express, Inc., et al.</u>	Imerle, Ltd., et al.	US District Court - Western District of Tennessee			X
Plan B Management, Inc.	<u>Diversified Panel Systems, Inc., et al.</u> **	California Superior Court - Ventura County	X	X	
Synergy CHC Corp.	<u>HVL, LLC d/b/a Atrium Innovations</u> **	US District Court - District of Maine	X		
U.S. Securities and Exchange Commission	<u>Crowd Machine, Inc., et al.</u>	US District Court - Northern District of California	X		
<u>Jean Royère SAS, et al.</u>	Edition Modern and Denis de la Mézière	US District Court - Central District of California	X		
NetEase Inc., et al.	<u>PUBG Corporation, et al.</u> **	California Superior Court – San Mateo County	X	X	
<u>Roy Hardiman, et al.</u>	Donald Santa, et al. **	JAMS Arbitration	X	X	
Moonbug Entertainment Limited, et al.	<u>BabyBus (Fujian) Network Technology Co., Ltd.</u> **	US District Court - Northern District of California	X	X	
Medihealth Consulting Services, LLC	<u>Ron Davidson</u> **	Florida Circuit Court - Broward County	X		
<u>Andes Capital Financing LLC, et al.</u>	Crossed Keys LLC, et al.	US District Court - District of Kansas	X		
<u>3500 Sepulveda, LLC, et al.</u>	RREEF America REIT II Corporation BBB, et al. **	US District Court - Central District of California	X	X	

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Testimony History**

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<u>Plaintiff/Claimant</u>	<u>Defendant/Respondent</u>	<u>Venue</u>	<u>Deposition</u>	<u>Trial/Arbitration</u>	<u>Other Hearing</u>
<u>Yesenia Campos</u>	Food 4 Less of Southern California, Inc., et al.	California Superior Court – Los Angeles County		X	
<u>Targus International, LLC</u>	Victorinox Swiss Army, Inc.	US District Court - District of Delaware	X		
MGA Entertainment Inc., et al.	<u>Clifford "T.I." Harris, et al.</u> **	US District Court - Central District of California	X	X	
Kenneth Barratt McPherson	<u>Aflac Incorporated, a Georgia Corporation, et al.</u>	California Superior Court – Orange County	X		
<u>Noel Gautier, et al.</u>	Los Angeles Police Department, et al.	US District Court - Central District of California	X		
DIJ Group, LLC	<u>EHI Ventures Manager, LLC, et al.</u>	California Superior Court – Los Angeles County	X		
EFD USA, Inc., et al.	<u>Band Pro Film & Digital, Inc, et al.</u>	California Superior Court – Los Angeles County		X	
Stephen Vance	<u>Alan Vance, et al.</u>	US District Court - District of Kansas	X		
<u>Christopher Zangara-Payer</u>	David Payer, et al.	California Superior Court – Los Angeles County		X	
Alexander Hashtroudi	<u>Caltrop Corporation, et al.</u>	California Superior Court – Los Angeles County	X		
<u>Danny Bakewell, Sr.</u>	Kevin Cohee, et al.	California Superior Court – Los Angeles County	X	X	

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Testimony History**

Client is/was counsel for underlined party/parties. ** indicates matter also has/had a counterclaim.

Plaintiff/Claimant	Defendant/Respondent	Venue	Deposition	Trial/Arbitration	Other Hearing
HOV Services, Inc.	<u>ASG Technologies Group, Inc.</u> **	Supreme Court of New York – County of New York	X	X	
<u>Sunflora, Inc.</u>	The Natural Solutions, LLC, et al. **	California Superior Court – Los Angeles County	X		
<u>Grosslight Insurance, Inc.</u>	George Duran, et al.	California Superior Court – San Bernardino County	X	X	
Ryan Hoffman	<u>Render Media, Inc., et al.</u> **	California Superior Court – Los Angeles County	X		
<u>Pavemetrics Systems, Inc.</u>	Tetra Tech, Inc., et al. **	US District Court - Central District of California	X	X	
American Healthcare Administrative Holdings, Inc., et al.	<u>Lance Aizen</u> **	California Superior Court – Placer County	X		
<u>Jake Grossman-Crist, et al.</u>	County of Trinity, et al.	California Superior Court – Trinity County	X		
<u>William Quiros</u>	Dr. Marc Kerner, et al.	California Superior Court – Los Angeles County	X		
<u>Spearman Corporation Marysville Division, et al.</u>	The Boeing Company **	Washington Superior Court – King County	X		
<u>Chevron U.S.A.</u>	Williams Scotsman, Inc.	California Superior Court – Contra Costa County	X		
ZOX LLC, et al.	<u>John Zox, et al.</u> **	US District Court - Central District of California	X		

**Christian Tregillis, CPA, ABV, CFF, CLP
Testimony History**

Client is/was counsel for underlined party/parties. ** indicates matter also has/had a counterclaim.

Plaintiff/Claimant	Defendant/Respondent	Venue	Deposition	Trial/Arbitration	Other Hearing
<u>Javanni Munguia-Brown, et al.</u>	Equity Residential, et al.	US District Court - Northern District of California	X	X	
<u>River Light V, LP, et al.</u>	Olem Shoe Corp.	US District Court - Southern District of New York	X		
<u>Donald R. Cameron, et al.</u>	Apple Inc.	US District Court - Northern District of California	X		
<u>Michael Parekh, et al.</u>	Alpha Edison Partners, LLC, et al.	JAMS Arbitration	X	X	
<u>Corbus, LLC</u>	8th Bridge Capital, Inc., et al.	US District Court - Central District of California	X	X	
<u>Monster Energy Company</u>	Vital Pharmaceuticals, Inc., et al.	US District Court - Central District of California	X	X	
J Beverly Hills, Inc.	<u>JBH Europe B.V., et al.</u> **	US District Court - Central District of California	X		
<u>Michael Lavigne, et al.</u>	Herbalife, Inc.	US District Court - Central District of California	X		

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EXHIBIT 2

Materials Considered

- Fifth Amended Complaint
- Toyota’s Objections and Responses to Plaintiffs’ Interrogatories
- TOY-FREEMAN_00000001-00079599
- Settlement Agreement
- Preliminary Approval Order
- Documents cited in this report

1 Mike Arias (CSB #115385)
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12 [*Additional Counsel Cont'd. After Caption*]

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 GLENN KESSELMAN, an individual,
16 on behalf of himself and all others
17 similarly situated, *et al.*,

18 Plaintiffs,

19 vs.

20 TOYOTA MOTOR SALES, U.S.A.,
21 INC., a California Corporation

22 Defendant.

Case No. 2:21-cv-06010-TJH-JC

HON. TERRY J. HATTER JR.

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' AMENDED
MOTION FOR ATTORNEY'S
FEES, EXPENSES, AND SERVICE
AWARD**

1 Thomas P. Rosenfeld, *admitted pro hac vice*
2 Kevin P. Green, *admitted pro hac vice*
3 Daniel S. Levy, *admitted pro hac vice*
4 **GOLDENBERG HELLER & ANTOGNOLI, P.C.**
5 2227 South State Route 157
6 Edwardsville, IL 62025
7 Telephone: (618) 656-5150
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11 Attorneys for Plaintiffs
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1 Plaintiffs’ Amended Motion for Attorney’s Fees, Expenses, and Service Award
2 (Dkt. 170) (“Fee Application”) came before the Court for hearing on March 2, 2026.
3 The Court has reviewed Plaintiffs’ Memorandum in Support of the Fee Application,
4 including all declarations and submissions relating thereto filed with the Court in
5 support of the Fee Application (Dkt. 170-1 to 170-9).

6 Pursuant to Fed. R. Civ. P. 23(h) and 54(d)(2), the Court finds and orders as
7 follows:

8 1. Plaintiffs’ Fee Application requests an award of attorneys’ fees of
9 \$2,850,000, an award of \$278,683.96 for litigation costs and expenses, and a
10 combined service award for all plaintiffs, as identified in the Settlement, in the amount
11 of \$95,000.

12 2. The Court finds that these requests are both authorized by the parties’
13 Settlement Agreement (Dkt. 145-3) and by law as set forth in the Fee Application,
14 and that the Settlement Agreement sets forth reasonable procedures and deadlines for
15 payment.

16 3. This Court will award reasonable attorney’s fees to Class Counsel based
17 on the lodestar method. *See, e.g., Lealao v. Beneficial Cal., Inc.*, 82 Cal. App. 4th 19,
18 26 (2000) (“In so-called fee shifting cases, in which the responsibility to pay attorney
19 fees is statutorily or otherwise transferred from the prevailing plaintiff or class to the
20 defendant, the primary method for establishing the amount of ‘reasonable’ attorney
21 fees is the lodestar method”); *Guttmann v. Ole Mexican Foods, Inc.*, 2016 U.S. Dist.
22 LEXIS 100534, *13 (N.D. Cal. Aug. 1, 2016) (“Because the settlement [here] resulted
23 in injunctive relief, the lodestar method is the appropriate measure for calculating
24 attorneys’ fees”) (quoting *Lilly v. Jamba Juice Co.*, 2015 U.S. Dist. LEXIS 58451,
25 2015 WL 2062858, *5 (N.D. Cal. May 1, 2015)).

26 4. An attorney’s fees award to Class Counsel in the amount of \$2,850,000
27 is reasonable under the lodestar method. Class Counsel provided detailed information
28 relating to their lodestar (hours worked by Class Counsel along with respective rates),

1 and the Court finds the total 2814.84 hours worked and hourly rates of Class Counsel,
2 as identified in connection with the Fee Application, to be reasonable. *See Charlebois*
3 *v. Angels Baseball LP*, 993 F. Supp. 2d 1109, 1115 (C.D. Cal. 2012) (“Under the
4 Lodestar method, Plaintiff’s attorneys are entitled to be compensated for ‘all hours
5 reasonably spent on the matter.’”) (quoting *Serrano v. Unruh*, 32 Cal. 3d 621, 643
6 (1982); *DeCarlo v. Watermark Ret. Cmtys., LLC*, 2025 U.S. Dist. LEXIS 145693, *4
7 (C.D. Cal. July 23, 2025) (“Under California law, fee awards should generally be
8 ‘fully compensatory’”) (quoting *Ketchum v. Moses*, 24 Cal. 4th 1122, 1133 (2001));
9 *Glaviano v. Sacramento City Unified Sch. Dist.*, 22 Cal. App. 5th 744, 751 (2018)
10 (“The reasonable hourly rate is that prevailing for private attorneys in the community
11 conducting noncontingent litigation of the same type”) (citing *Ketchum*, 24 Cal.4th at
12 1133 and *PLCM Grp., Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000)). The Court is
13 satisfied that Class Counsel sufficiently showed that their hours included in the
14 lodestar figure were reasonably performed on behalf of the Class and that their
15 respective hourly rates are reasonable and consistent with those of private attorneys in
16 the community performing complex class action litigation and are in line with such
17 attorneys of comparable skill, experience, and reputation.

18 5. Further, the Court finds that Class Counsel’s requested modest multiplier
19 (1.05 as of December 2025), which the Court agrees has been reduced based on Class
20 Counsel’s continued work thereafter in connection with this litigation, is warranted in
21 light of the relevant factors for adjusting an attorney’s lodestar figure, including, *inter*
22 *alia*, the nature and difficulty of this technically complex litigation, the skill required
23 and employed to handle the case, the benefits obtained, Class Counsel’s preclusion of
24 other employment in handling this matter, and the contingent nature of Class
25 Counsel’s fee and associated substantial risk undertaken by Class Counsel in
26 prosecuting this matter. *See Guzman v. FCA US LLC*, 2024 U.S. Dist. LEXIS 232394,
27 *3-4 (C.D. Cal. Oct. 3, 2024) (citing *Cavalry SPVI, LLC v. Watkins*, 36 Cal. App. 5th
28 1070, 1101 (2019)); *see also Nichols v. City of Taft*, 155 Cal. App. 4th 1233, 1240

1 (2007); *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011)).
2 Additionally, the 1.05 multiplier is well within the accepted range. *See, e.g., Chavez*
3 *v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 (2008) (multiplier of 2.5); *Pellegrino v. Robert*
4 *Half Internat., Inc.*, 182 Cal. App. 4th 278, 291 (2010) (multiplier of 1.75); *Gutierrez*
5 *v. Amplify Energy Corp.*, 2023 U.S. Dist. LEXIS 72861, *30 (C.D. Cal. Apr. 24, 2023)
6 (multipliers ranging from 1.0-4.0 presumptively acceptable in Ninth Circuit).

7 The Court further finds the requested fee reasonable in light of the conservative
8 valuation of the injunctive relief performed by Christian Tregillis (Dkt. 162-8). The
9 fee requested represents 12.67% of this conservative value of the injunctive relief—
10 far below the 25% benchmark common in the Ninth Circuit. *See DeCarlo*, 2025 U.S.
11 Dist. LEXIS 145693 at *8-9 (performing “percentage-of-recovery cross check and
12 finding fee representing 20% of recovery “falls well within the range approved in other
13 cases”).

14 6. The Court also finds that Class Counsel sufficiently identified their costs
15 and expenses reasonably incurred in litigating this matter and that an award of
16 expenses and costs of \$278,683.96 will reimburse Class Counsel for costs and
17 expenses that they reasonably bore during the course of this case.

18 7. Further, the Court finds a combined service award to plaintiffs of \$95,000
19 to be fair and reasonable, divided as follows among the plaintiffs identified in the
20 Settlement: \$2,500 to Plaintiff Coviello, who did not have a vehicle inspection or sit
21 for a deposition; \$5,000 to Plaintiffs Granger and Freeman who had vehicle
22 inspections but did not sit for a deposition; and \$7,500 to each of the other Plaintiffs,
23 who all had vehicle inspections and sat for a deposition. These amounts are in-line
24 with service awards regularly found reasonable by courts within this circuit for
25 plaintiffs who have performed similar amounts of work on behalf of a class (*see, e.g.,*
26 *DeCarlo*, 2025 U.S. Dist. LEXIS 145693 at *12), and are warranted in light of, *inter*
27 *alia*, their extensive and continued work performed on behalf of the Class. The Court
28 agrees with Class Counsel and finds that each Plaintiff has been helpful, responsive,

1 engaged, and willing to devote their time and effort to this litigation, stood up for the
2 Class Members' rights despite the reputational damage they incurred in being named
3 a litigant in the public records, and understood and were willing to bear additional
4 invasion of their private matters through the discovery process. *Gaston v. Fabfitfun,*
5 *Inc.*, 2021 U.S. Dist. LEXIS 250695, *4 (C.D. Cal. Dec. 9, 2021). A combined \$95,000
6 service award is therefore reasonable, with the plaintiffs who both had a vehicle
7 inspection and sat for their deposition being awarded \$7,500, plaintiffs who had a
8 vehicle inspection but did not sit for their deposition being awarded \$5,000, and the
9 plaintiff who did not have a vehicle inspection or sit for a deposition being awarded
10 \$2,500.

11 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY**
12 **ORDERED, ADJUDGED AND DECREED THAT:**

13 1. Class Counsel is awarded attorney's fees in the amount of \$2,850,000, to
14 be paid by Defendant pursuant to the terms of the Settlement.

15 2. Class Counsel is awarded \$278,683.96 in costs and expenses, to be paid
16 by Defendant pursuant to the terms of the Settlement.

17 3. The named plaintiffs, as identified in the Settlement, are awarded a
18 combined service award of \$95,000, to be paid by Defendant pursuant to the terms of
19 the Settlement, and divided as follows: \$2,500 to Plaintiff Coviello; \$5,000 to
20 Plaintiffs Granger and Freeman; and \$7,500 to each of the other Plaintiffs.

21 4. To the extent objections have been made to the Fee Application or
22 amounts set forth above, they are overruled.

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5. Good cause appearing, the Court finds pursuant to Rule 54(b) that there is no just reason for delay of enforcement or appeal of this Order, and it is expressly directed that this Order be, and hereby is, entered as a final and appealable order.

IT IS SO ORDERED:

Date: _____

HONORABLE TERRY J. HATTER, JR.
UNITED STATES DISTRICT JUDGE