

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

GARNER RICKMAN, et al.,  
Individually and On Behalf of All  
Others Similarly Situated,

Plaintiff,

v.

BMW OF NORTH AMERICA, LLC, a  
Delaware corporation; and  
BAYERISCHE MOTOREN WERKE  
AKTIENGESELLSCHAFT (BMW  
AG),

Defendants.

Case No. 2:18-cv-04363 (EP)(JBC)

Hon. James B. Clark, III  
Magistrate Judge

**NOTICE OF MOTION FOR AWARD OF ATTORNEYS' FEES,  
REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS**

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DISTRICT OF NEW JERSEY**

GARNER RICKMAN, et al.,  
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BAYERISCHE MOTOREN WERKE  
AKTIENGESELLSCHAFT (BMW  
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Defendant.

Civ. Action No. 2:18-cv-04363 (EP)  
(JBC)

**PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS' FEES,  
REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
A. The Requested Attorneys’ Fees and Expenses Are Reasonable and Should be Awarded.....	3
B. The Factors Governing Approval of Attorneys’ Fees and Expenses Support The Requested Amount .....	4
1. Plaintiffs’ Counsel Obtained a Substantial Benefit for Settlement Class Members .....	5
2. Skill and Efficiency of Counsel: Plaintiffs’ Counsel Brought This Matter to an Efficient Conclusion.....	6
3. The Complexity and Duration of the Litigation.....	8
4. Plaintiffs’ Counsel Undertook the Risk of Non-Payment.....	9
5. Plaintiffs’ Counsel Devoted Significant Time to This Case .....	10
6. Awards in Similar Cases .....	11
C. The Lodestar Cross-Check Supports That the Requested Fees and Expenses Are Fair and Reasonable.....	11
D. Plaintiffs’ Counsel’s Expenses are Reasonable and Should Be Approved .....	14
E. The Settlement Class Representative Service Awards Should Be Approved .....	15
CONCLUSION.....	16

**TABLE OF AUTHORITIES**

<b><u>Cases</u></b>	<b><u>Page(s)</u></b>
<i>In re Am. Investors Life Ins. Co. Annuity Mktg. &amp; Sales Practices Litig.</i> , 263 F.R.D. 226 (E.D. Pa. 2009).....	16
<i>In re AremisSoft Corp. Sec. Litig.</i> , 210 F.R.D. 109 (D.N.J. 2002).....	6
<i>In re AT&amp;T Corp. Sec. Litig.</i> , 455 F.3d 160 (3d Cir. 2006) .....	4, 5, 12
<i>Beneli v. BCA Fin. Servs., Inc.</i> , 324 F.R.D. 89 (D.N.J. 2018).....	5
<i>Bernhard v. TD Bank, N.A.</i> , 2009 WL 3233541 (D.N.J. 2009) .....	15
<i>Bezio v. Gen. Elec. Co.</i> , 655 F. Supp. 2d 162 (N.D.N.Y. 2009).....	16
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).....	3
<i>Carroll v. Stettler</i> , 2011 U.S. Dist. LEXIS 121185 (E.D. Pa. Oct. 19, 2011) .....	14
<i>In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.</i> , 55 F.3d 768 (3d Cir. 1995) .....	8, 12
<i>Gunter v. Ridgewood Energy Corp.</i> , 223 F.3d 190 (3d Cir. 2000) .....	<i>passim</i>
<i>In re Ikon Office Sol., Inc. Sec. Litig.</i> , 194 F.R.D. 166 (E.D. Pa. 2000).....	7
<i>In re Ins. Brokerage Antitrust Litig.</i> , 297 F.R.D. 136 (D.N.J. 2013).....	12
<i>Kanefsky v. Honeywell Int’l Inc.</i> , 2022 WL 1320827 (D.N.J. May 3, 2022).....	14

*La. Mun. Police Emps. Ret. Sys. v. Sealed Air Corp.*,  
 2009 WL 4730185 (D.N.J. Dec. 4, 2009).....12

*In re Merck & Co., Inc. Vytorin ERISA Litig.*,  
 2010 WL 547613 (D.N.J. Feb. 9, 2010) .....3

*In re Ocean Power Techs, Inc.*,  
 2016 WL 677218 .....9

*In re Ocean Power Techs., Inc.*,  
 2016 WL 6778218 (D.N.J. Nov. 15, 2016) .....8

*In re Par Pharm. Sec. Litig.*,  
 2013 WL 3930091 (D.N.J. July 29, 2013) .....3

*Pennsylvania v. Del. Valley Citizens’ Council for Clean Air*,  
 478 U.S. 546 (1986).....13

*In re Prudential-Bache Energy Income P’ships Sec. Litig.*,  
 1994 WL 202394 (E.D. La. May 18, 1994) .....9

*In re Rite Aid Corp. Sec. Litig.*,  
 396 F.3d 294 (3d Cir. 2005) .....4, 12

*Rowe v. E.I. DuPont de Nemours & Co.*,  
 2011 WL 3837106 (D.N.J. Aug. 26, 2011) .....11

*In re Safety Components Int’l, Inc.*,  
 166 F. Supp. 2d 72 (D.N.J. 2001).....14

*In re Schering-Plough Corp. Enhance ERISA Litig.*,  
 2012 WL 1964451 (D.N.J. 2012) .....9

*In re Schering-Plough Corp. Enhance Sec. Litig.*,  
 2013 WL 5505744 (D.N.J. Oct. 1, 2013) .....12

*In re Suboxone Antitrust Litig.*,  
 2023 WL 8437034 (E.D. Pa. Dec. 4, 2023).....12

*Sullivan v. DB Invs., Inc.*,  
 667 F.3d 273 (3d Cir. 2011) .....4, 12

*In re Viropharma Inc. Sec. Litig.*,  
2016 WL 312108 (E.D. Pa. Jan. 25, 2016).....8

*In re Warner Comm’ns Sec. Litig.*,  
618 F. Supp. 735 (S.D.N.Y. 1985) .....7, 9

*In re WorldCom, Inc. Sec. Litig.*,  
388 F. Supp. 2d 319 (S.D.N.Y. 2005) .....3

**OTHER AUTHORITIES**

Federal Rules of Civil Procedure Rule 23(h)..... 1

Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure (“Rules”), Court-appointed Class Counsel respectfully submit this Memorandum of Law in support of their Motion for: (i) an award of attorneys’ fees for Plaintiffs’ Counsel<sup>1</sup> in the amount of 33.33% of the \$6 million Settlement Amount; (ii) payment of \$1,000,000 for expenses reasonably and necessarily incurred by Plaintiffs’ Counsel in prosecuting and resolving the Action; and (iii) payment of \$5,000 service awards to each Settlement Class Representative.<sup>2</sup>

Following more than five years of dedicated litigation efforts, Class Counsel successfully negotiated a settlement of this Action with Defendants BMW of North America, LLC and BMW AG (“Defendants”). Pending final approval, the Settlement resolves this litigation in its entirety in exchange for Defendants’ cash payment of \$6 million for the benefit of the Settlement Class Members who will receive a *pro rata* share of the Settlement Fund after costs, fees and settlement expenses are paid. The Settlement represents an excellent result for the Class.

In order to achieve this recovery for the Class, Plaintiffs’ Counsel undertook significant efforts, vigorously pursuing this Action against highly-reputable defense

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<sup>1</sup> For purposes of this Motion, Plaintiffs’ Counsel is defined to include Hagens Berman Sobol Shapiro LLP; Carella Byrne Cecchi Brody Agnello, P.C.; Seeger Weiss LLP; Milberg Coleman Bryson Phillips Grossman PLLC; Hellmuth & Johnson PLLC; Gustafson Gluek PLLC; and Richard M. Hagstrom.

<sup>2</sup> All capitalized terms not defined herein shall have those meanings as set forth in the Amended Class Action Settlement Agreement and Release. *See* ECF No. 294-1.

firms for years on a fully contingent basis. As compensation for these efforts and the commitment to bringing the Action to a successful conclusion for the Class, as well as the significant risk of prosecuting and funding this Action with no guarantee of recovery, Class Counsel seeks \$1,999,800 million in fees (33.33% of the \$6 Million Settlement Amount) and reimbursement of \$1,000,000 in costs.<sup>3</sup> To optimize the payments directly to Settlement Class Members, the requested fee represents a negative multiplier on Plaintiffs' Counsels' lodestar and the requested reimbursement of costs represents a fraction of the total and incurred costs. The requested service awards, moreover, are reasonable given the Settlement Class Representatives' substantial commitment to the Class.

For the reasons discussed herein, Class Counsel respectfully submits that the requested fee, expenses, and service awards are fair, reasonable, and were necessary for the successful prosecution of the Action. Accordingly, Class Counsel requests that its Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards be granted in full.

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<sup>3</sup> As a part of their Settlement Agreement, the parties agreed that Plaintiffs would seek attorneys' fees not to exceed 33.33% of the Settlement Amount of \$6,000,000 and reimbursement of expenses not to exceed a total of \$1,000,000, and Defendants have agreed not to oppose these requests. *See* ECF No. 294-1, § XI.C.

**A. The Requested Attorneys' Fees and Expenses Are Reasonable and Should be Awarded**

The propriety of awarding attorneys' fees from a common fund is well established. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“[A] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *In re Par Pharm. Sec. Litig.*, 2013 WL 3930091, at \*9 (D.N.J. July 29, 2013) (“[W]e agree with the long line of common fund cases that hold that attorneys whose efforts create, discover, increase, or preserve a common fund are entitled to compensation.”) (alteration in original).

Further, as courts recognize, in addition to providing just compensation, awards of fair attorneys' fees from a common fund ensure that “competent counsel continue[s] to be willing to undertake risky, complex, and novel litigation.” *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 198 (3d Cir. 2000); *see also In re WorldCom, Inc. Sec. Litig.*, 388 F. Supp. 2d 319, 359 (S.D.N.Y. 2005) (“In order to attract well-qualified plaintiffs’ counsel who are able to take a case to trial, and who defendants understand are able and willing to do so, it is necessary to provide appropriate financial incentives.”).

An award of attorneys' fees and the method used to determine that award are “within the discretion of the court.” *In re Merck & Co., Inc. Vytorin ERISA Litig.*, 2010 WL 547613, at \*6 (D.N.J. Feb. 9, 2010). In the Third Circuit, the percentage-

of-recovery method for evaluating fees is “generally favored” in cases, such as this one, involving a settlement that creates a common fund. *See Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 330 (3d Cir. 2011) (favoring percentage of recovery method “because it allows courts to award fees from the [common] fund in a manner that rewards counsel for success and penalizes it for failure”); *In re AT&T Corp. Sec. Litig.*, 455 F.3d 160, 164 (3d Cir. 2006). The percentage-of-recovery method is almost universally preferred in common fund cases because it closely aligns the interests of counsel and the class. *See In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005).

Furthermore, “[w]hile the Court is not bound by the agreement between the parties, the fact that the award was the product of arm’s-length negotiations weighs strongly in favor of approval.” *Rossi*, 2013 WL 5523098, at \*10. “[T]he benefit of a fee negotiated by the parties at arm’s length is that it is essentially a market-set price—[Defendants] ha[ve] an interest in minimizing the fee and Class Counsel have an interest in maximizing the fee to compensate themselves for their work and assumption of risk.” *Id.* Here, these standards counsel in favor of approving the requested fee.

**B. The Factors Governing Approval of Attorneys’ Fees and Expenses Support The Requested Amount**

The reasonableness of attorney fee awards in class action cases is traditionally viewed under the factors enunciated in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d

190, 195 n.1 (3d Cir. 2000); *see also In re AT & T Corp.*, 455 F.3d 160, 166 (3d Cir. 2006). The *Gunter* factors include: (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiffs’ counsel; and (7) the awards in similar cases. *See Gunter*, 223 F.3d at 195 n.1.<sup>4</sup>

**1. Plaintiffs’ Counsel Obtained a Substantial Benefit for Settlement Class Members**

The first *Gunter* factor, *i.e.*, the size of the fund and the number of persons benefitted, plainly weighs in favor of approving the requested attorneys’ fees and expenses. *See Beneli v. BCA Fin. Servs., Inc.*, 324 F.R.D. 89, 108 (D.N.J. 2018) (“The first *Gunter* factor ‘consider[s] the fee request in comparison to ... the number of class members to be benefitted.’”) (quoting *Rowe v. E.I. DuPont de Nemours & Co.*, 2011 WL 3837106, at \*18 (D.N.J. Aug. 26, 2011)). Notices covering approximately 55,000 Class Vehicles are being sent, combined with website notice available to the public on the Settlement website informing Class Members of their

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<sup>4</sup> One factor—the presence or absence of objectors—does not apply at this juncture. The deadline for filing objections is not until August 6, 2024—several months after the deadline for filing the instant motion. *See* ECF No. 298 at ¶¶ 28, 30. As such, Plaintiffs will respond separately to any objections and/or opt-outs with supplemental memoranda filed pursuant to the deadlines set in the Preliminary Approval Order and in support of Final Approval of the Settlement (*i.e.*, by September 12, 2024, one week before the Final Approval Hearing). *Id.*, ¶ 33.

settlement rights. As for the Settlement, it confers an immediate and real benefit to the Settlement Class in the form of the \$6 million fund. Given the inherent litigation risks in this putative nationwide class action, the benefit is significant as it provides tangible benefits without the risks and delays of continued litigation. This factor, therefore, favors approval of the requested fees and expenses.

**2. Skill and Efficiency of Counsel: Plaintiffs' Counsel Brought This Matter to an Efficient Conclusion**

Plaintiffs' Counsel's success in bringing this litigation to a successful conclusion is perhaps the best indicator of the experience and ability of the attorneys involved and supports the requested fee and expenses. *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 132 (D.N.J. 2002) (“[T]he single clearest factor reflecting the quality of the class counsels' services to the class are the results obtained”).

To start, the quality of the work which has been presented to the Court, the undersigned believe, speaks for itself. *See* Order Granting Preliminary Approval of Settlement, ECF No. 298. Facing the substantial risk of further litigation, Plaintiffs' Counsel's results here are substantial and the Settlement delivers a significant benefit to the Class in the face of numerous potentially fatal obstacles. *Id.*, ¶ 5 (acknowledging the settlement was reached following arms-length mediation informed by the strengths and weaknesses of the case). The fact that a case settles as opposed to proceeding to trial “in and of itself, is never a factor that the district court should rely upon to reduce a fee award.” *Gunter*, 223 F.3d at 198. Utilizing “such a

factor would penalize efficient counsel, encourage costly litigation, and potentially discourage able lawyers from taking such cases.” *Id.* Regardless, Plaintiffs’ Counsel invested significant time and worked for several years to achieve the Settlement.

Plaintiffs’ Counsel also has substantial experience litigating large-scale class actions and multidistrict litigations. *See, e.g.*, ECF Nos. 8-13 (attaching firm resumes of Hagens Berman, Carella Byrne, and Seeger Weiss). The quality and vigor of opposing counsel is also relevant in evaluating the quality of the services rendered by Plaintiffs’ Counsel. *See, e.g., In re Ikon Office Sol., Inc. Sec. Litig.*, 194 F.R.D. 166, 194 (E.D. Pa. 2000); *In re Warner Comm’ns Sec. Litig.*, 618 F. Supp. 735, 749 (S.D.N.Y. 1985) (“The quality of opposing counsel is also important in evaluating the quality of plaintiffs’ counsels’ work.”). Defendants were ably represented by highly experienced and seasoned attorneys known for success in civil litigation matters, including automobile-related litigation, and both sides litigated this case aggressively and professionally. Plaintiffs’ Counsel’s ability to obtain the Settlement for the Class in the face of a formidable opponent further reaffirms the high quality of Plaintiffs’ Counsel’s representation. *See* ECF No. 298, ¶ 6.

Accordingly, Class Counsel respectfully submit that the third *Gunter* factor, the skill and efficiency of the attorneys involved, strongly supports their application.

### 3. The Complexity and Duration of the Litigation

The fourth *Gunter* factor is intended to capture “the probable costs, in both time and money, of continued litigation.” *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 812 (3d Cir. 1995) (quoting *Bryan v. Pittsburgh Plate Glass Co.*, 494 F.2d 799, 801 (3d Cir. 1974)). Plaintiffs here faced considerable legal and factual hurdles absent settlement, including “additional legal and factual hurdles on summary judgment, at trial, and potentially on appeal.” *In re Ocean Power Techs., Inc.*, 2016 WL 6778218, at \*28 (D.N.J. Nov. 15, 2016) (citation omitted).

Continued litigation likely would have been very costly for both parties, given that the parties were in the midst of fact discovery before settling, and expert discovery had not yet started. *See, e.g.*, ECF No. 297, ¶¶ 6-9. Continued litigation is also uncertain. *Id.*, ¶ 11. For example, even if Plaintiffs would have recovered a large judgment at trial on behalf of the Settlement Class Members, their actual recovery would likely be postponed for years. There is also the possibility that Plaintiffs would recover nothing. The Settlement secures a recovery for the Settlement Class now, rather than the “speculative promise of a larger payment years from now.” *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at \*16 (E.D. Pa. Jan. 25, 2016). Thus, the fourth *Gunter* factor weighs in favor of approval.

#### 4. Plaintiffs' Counsel Undertook the Risk of Non-Payment

Plaintiffs' Counsel undertook this action on an entirely contingent fee basis, assuming a substantial risk that the litigation would yield no, or very little, recovery and leave them uncompensated for their time as well as for their substantial out-of-pocket expenses. Courts across the country have consistently recognized that the risk of receiving little or no recovery is a major factor in considering an award of attorneys' fees. *See, e.g., Warner Comm'ns.*, 618 F. Supp. at 747-49 (citing cases).

As one court stated:

Counsel's contingent fee risk is an important factor in determining the fee award. Success is never guaranteed and counsel faced serious risks since both trial and judicial review are unpredictable. Counsel advanced all of the costs of litigation, a not insubstantial amount, and bore the additional risk of unsuccessful prosecution.

*In re Prudential-Bache Energy Income P'ships Sec. Litig.*, 1994 WL 202394, at \*6 (E.D. La. May 18, 1994); *see also In re Ocean Power Techs, Inc.*, 2016 WL 677218, at \*28 ("Courts across the country have consistently recognized that the risk of receiving little or no recovery is a major factor in considering an award of attorneys' fees.") (citation omitted); *In re Schering-Plough Corp. Enhance ERISA Litig.*, 2012 WL 1964451, at \*7 (D.N.J. 2012) ("Courts routinely recognize that the risk created by undertaking an action on a contingency fee basis militates in favor of approval.") (citations omitted). Plaintiffs' Counsel has litigated this case for more than five years without pay, and has shouldered the risk that the litigation would yield little to no

recovery. Despite the litigation risks, Plaintiffs' Counsel were able to forge a resolution that provides significant relief to the Class. Thus, there is little doubt that Plaintiffs' Counsel undertook a significant risk here. Accordingly, the fifth *Gunter* factor weighs in favor of approving the attorneys' fees request, which reflects the risks undertaken by Plaintiffs' Counsel.

#### **5. Plaintiffs' Counsel Devoted Significant Time to This Case**

The sixth *Gunter* factor looks at counsel's time devoted to the litigation. *Gunter*, 223 F.3d at 199. Since the inception of this case, 10,599.5 hours of attorney and other professional or paraprofessional time were expended on this case. *See* Exhibit 1, Declaration James E. Cecchi, with exhibits from all Plaintiffs' counsel. This includes, *inter alia*: (i) the time spent in the initial factual investigation of the case and interviewing clients about their experiences; (ii) working with experts on pre-complaint testing on the class vehicles; (iii) researching complex issues of law; (iv) preparing and filing the initial and amended complaints; (v) responding to Defendants' comprehensive motion to dismiss; (vi) drafting discovery requests; (vii) reviewing documents produced by Defendants; (viii) taking and defending depositions; (ix) responding to voluminous discovery requests from Defendants, including vehicle inspections; (x) extensive consulting with multiple expert witnesses; (xi) hard-fought settlement negotiations; (xii) documenting the Settlement; (xiii) researching and briefing issues relating to the preliminary approval

of the Settlement; and (xiv) working with the Settlement Administrator to effectuate Notice. These hours are reasonable for a complex class case like this one. Further, Plaintiffs' Counsel submission today does not include time to be spent going forward—both in preparing and presenting arguments on final approval, defending the settlement from any appellate or other attacks that may result, and assisting class members with further inquiries and the claims process.

Thus, the sixth *Gunter* factor weighs in favor of approving the attorneys' fees request.

#### **6. Awards in Similar Cases**

With regard to the seventh *Gunter* factor, the \$1,999,800 attorneys' fee award sought by Plaintiffs' as a percentage of the Settlement Amount are comparable to awards approved in similar cases. *See, e.g. Rowe*, 2011 WL 3837106, at \*17-22 (awarding \$2,766,390, or 33.33% of the \$8.3 million settlement fund as attorneys' fees). As discussed above, Plaintiffs' counsel has devoted 10,599.5 hours of time to this matter, representing a total lodestar of \$7,469,303.10. The requested fee award amounts to approximately 27% of this total, and accordingly, the seventh *Gunter* factor strongly supports the attorneys' fees request.

#### **C. The Lodestar Cross-Check Supports That the Requested Fees and Expenses Are Fair and Reasonable**

The requested 33.33% fee is reasonable under the percentage-of-recovery method. While there is no absolute rule, courts in this Circuit have observed that fee

awards generally range from 19% to 45% of the settlement fund, *see In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d at 822, and most commonly range from 25% to 33% of the recovery. *See, e.g., In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D. 136, 155 (D.N.J. 2013) (“Courts within the Third Circuit often award fees of 25% to 33% of the recovery.”); *La. Mun. Police Emps. Ret. Sys. v. Sealed Air Corp.*, 2009 WL 4730185, at \*8 (D.N.J. Dec. 4, 2009) (same).

The Third Circuit recommends district courts use counsel’s lodestar as a “cross-check” to determine whether a requested fee is reasonable. *See Sullivan*, 667 F.3d at 330; *In re Suboxone Antitrust Litig.*, 2023 WL 8437034, at \*14 (E.D. Pa. Dec. 4, 2023). “The lodestar cross-check serves the purpose of alerting the trial judge that when the multiplier is too great, the court should reconsider its calculation under the percentage-of-recovery method.” *Rite Aid*, 396 F.3d at 306. “Conversely, where the ratio of the [percentage-of-recovery] to the lodestar is relatively low, the cross-check can confirm the reasonableness of the potential award under the [percentage] method.” *In re Schering-Plough Corp. Enhance Sec. Litig.*, 2013 WL 5505744, at \*33 (D.N.J. Oct. 1, 2013).

Here, the lodestar is negative so the Court need not engage in a “full-blown lodestar inquiry.” *See In re AT&T Corp.*, 455 F.3d at 169 n.6. To calculate the lodestar amount, counsel’s reasonable hours expended on the litigation are

multiplied by counsel's reasonable rates. *See Pennsylvania v. Del. Valley Citizens' Council for Clean Air*, 478 U.S. 546, 565 (1986). Here, the lodestar method confirms the reasonableness of the percentage fee being sought as the lodestar represents a negative multiplier of .27 ( $\$1,999,800 / \$7,469,303.10$ ).

Plaintiffs' Counsel and their staff have collectively expended over 10,000 hours on this case. *See* Exhibit 1. The hours recorded were incurred on matters for the benefit of the litigation and representation of their clients as detailed *supra* regarding the sixth *Gunter* factor. Given the effort expended and the complexity of the legal and factual issues involved, the hours incurred are entirely reasonable.

Moreover, the hourly rates vary appropriately between attorneys and between paralegals, depending on the position, experience level, and locale of the particular attorney. The rates for each attorney and paralegal are set forth in the exhibits to Plaintiffs' Counsel's Declarations. *Id.* The lodestar rates are based on a reasonable hourly billing rate for such services given the geographical area, the nature of the services provided and the experience of the lawyer. *Gunter*, 223 F.3d at 195.

Taking into account the several factors discussed above, including the economic benefits of the Settlement, the complexity and risk of the litigation, and the skill and experience of counsel, Plaintiffs' Counsel's rates are reasonable in this case. Altogether, this yields a collective lodestar based solely on the time for

Plaintiffs' Counsel of \$7,469,303.10. Notably, the requested fee of \$1,999,800 represents a fraction of this lodestar, further supporting Court approval.

**D. Plaintiffs' Counsel's Expenses are Reasonable and Should Be Approved**

In addition to being entitled to reasonable attorneys' fees, prevailing Plaintiffs' attorneys are "entitled to reimbursement of reasonable litigation expenses." *See, e.g., Carroll v. Stettler*, 2011 U.S. Dist. LEXIS 121185, at \*26 (E.D. Pa. Oct. 19, 2011) (citing *GMC Truck*, 55 F.3d at 820 n.39); *see also In re Safety Components Int'l, Inc.*, 166 F. Supp. 2d 72, 108 (D.N.J. 2001) ("Counsel for a class action is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action.") (citing *Abrams v. Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995)); *Kanefsky v. Honeywell Int'l Inc.*, 2022 WL 1320827, at \*12 (D.N.J. May 3, 2022).

Plaintiffs' Counsel's out-of-pocket expenses incurred in this litigation currently total approximately \$1,968,462. See Exhibit 1. As with Plaintiffs' Counsel's fees, they total expenses incurred dwarf the amount being sought. The expenses are of the type typically billed by attorneys to paying clients in the marketplace and include such costs as copying fees, expert fees, computerized research, travel in connection with this litigation, and discovery expenses. All of the expenses were reasonable and necessary for the successful prosecution of this case and should be approved.

**E. The Settlement Class Representative Service Awards Should Be Approved**

Service awards for class representatives promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits. The efforts of the Settlement Class Representatives were instrumental in achieving the Settlement on behalf of the Class and justify the awards requested here. The Settlement Class Representatives came forward to prosecute this litigation for the benefit of the class as a whole. They sought successfully to remedy a widespread wrong and have conferred valuable benefits upon their fellow Settlement Class Members. The Settlement Class Representatives provided a valuable service to the Class by: (a) providing information and input in connection with the drafting of the complaints; (b) overseeing the prosecution of the litigation; (c) participating in discovery and preparing for their depositions; (d) making their Class Vehicles available for inspection; (e) consulting with counsel during the litigation; and (f) offering advice and direction at critical junctures, including the Settlement of the litigation. *See* Exhibit 1, ¶6.

A \$5,000 service award for each of the Settlement Class Representatives in recognition of their services to the Class is modest under the circumstances, and well in line with awards approved by federal courts in New Jersey and elsewhere. *See, Bernhard v. TD Bank, N.A.*, 2009 WL 3233541, at \*2 (D.N.J. 2009) (“[C]ourts routinely approve incentive awards to compensate named plaintiffs for services they

provided and the risks they incurred during the course of the class action litigation.”) (quoting *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000)); *In re Am. Investors Life Ins. Co. Annuity Mktg. & Sales Practices Litig.*, 263 F.R.D. 226, 245 (E.D. Pa. 2009) (awarding representative plaintiffs incentive payments in the amounts of \$10,500 and \$5,000, for a total of \$115,000, finding those amounts to be “reasonable compensation considering the extent of the named plaintiffs’ involvement and the sacrifice of their anonymity.”); *Bezio v. Gen. Elec. Co.*, 655 F. Supp. 2d 162, 168 (N.D.N.Y. 2009) (incentive awards in the amount of \$5,000 each are “within the range of awards found acceptable for class representatives.”). Plaintiffs and Class Counsel respectfully request that the service awards provided for in the Amended Class Action Settlement Agreement be approved.

### **CONCLUSION**

Because the Settlement that Plaintiffs reached with Defendants is fair, reasonable, and adequate, Plaintiffs respectfully submit that award of attorneys’ fees, reimbursement of expenses, and payment of service awards are justified. Plaintiffs respectfully submit that they should be approved.

Dated: March 29, 2024

Respectfully submitted,

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*Attorneys for Plaintiffs and the Class*

**CERTIFICATION OF SERVICE**

I hereby certify that I caused the foregoing to be electronically filed with the CM/ECF system. Those attorneys registered with the Electronic Filing System will receive notice of this filing by ECF and email. I further certify that a courtesy copy of this filing will be served upon the Court.

Dated: March 29, 2024

*s/ James E. Cecchi* \_\_\_\_\_

James E. Cecchi  
CARELLA BYRNE CECCHI  
BRODY & AGNELLO, P.C.  
5 Becker Farm Road  
Roseland, NJ 07068-1739  
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*Co-Lead Class Counsel and Attorneys  
for Plaintiffs*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

GARNER RICKMAN, et al.,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

BMW OF NORTH AMERICA, LLC,  
a Delaware corporation; and  
BAYERISCHE MOTOREN WERKE  
AKTIENGESELLSCHAFT (BMW  
AG),

Defendants.

Civ. Action No. 2:18-cv-04363 (EP)  
(JBC)

**DECLARATION OF JAMES E. CECCHI  
IN SUPPORT OF CLASS COUNSEL'S MOTION FOR  
ATTORNEYS' FEES AND LITIGATION EXPENSES**

I, JAMES E. CECCHI, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a partner of the law firm of Carella Byrne Cecchi Brody & Agnello, P.C., My firm, along with Hagens Berman Sobol Shapiro LLP and Seeger Weiss LLP, served as Co-Lead Counsel for Plaintiffs in this case. I have personal knowledge of the matters set forth herein based on personal knowledge and the business records of our firm. By making this declaration, I do not intend to waive any attorney-client privilege or applicable work product protections.

2. I am one of the partners who oversees and conducts the day-to-day activities in the Action.

3. The time and expense information provided in the charts annexed to this declaration is taken from time and expense records and documentation prepared and maintained by our firm. I reviewed the firm's time and expense records and documentation when preparing this declaration. I confirmed the accuracy of the records, as well as the necessity for, and reasonableness of, the time and expenses committed to this litigation. As a result of this review, I believe the time reflected in the firm's lodestar calculation and the expenses for which payment is sought are reasonable and were necessary for the effective and efficient prosecution and resolution of the Action. In addition, I believe that the expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

4. A breakdown of the time is provided in Exhibit A. The lodestar amount of \$2,025,685.00 was calculated using the firm's current rates (or, in the case of individuals who no longer work at our firm, using their rate as of the date they last worked for the firm).

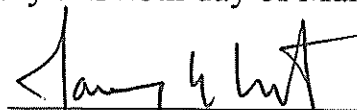
5. The expenses incurred by our firm are summarized by category in Exhibit B. Our firm also incurred expenses of \$592,265.95 in connection with the prosecution and resolution of the Action. The expenses pertaining to the Action are reflected in the books and records of our firm. These books and records are prepared from receipts, check records, expense vouchers, and other documents and are an accurate record of the expenses.

6. Named Plaintiffs in this matter have fully participated in the litigation and aided in its settlement. Specifically, they have participated in written discovery and depositions, vehicle inspections, and consulted with Class Counsel during all phases of the litigation.

7. Included as attachments hereto are declarations and exhibits reflecting hours, fees, and expenses from all Plaintiffs' counsel.

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed in Roseland, New Jersey this 28th day of March 2024

  
\_\_\_\_\_  
JAMES E. CECCHI

# Exhibit A

<b>EXHIBIT A</b>				
<i>RICKMAN et al v. BMW OF NORTH AMERICA LLC et al</i> <i>2:18-cv-04363-JBC</i>				
<b><u>NAME</u></b>		<b><u>HOURS</u></b>	<b><u>RATE</u></b>	<b><u>LODESTAR</u></b>
Cecchi, James	Partner	89.60	\$ 1,000.00	\$ 89,600.00
Gilfillan, David	Partner	6.40	\$ 750.00	\$ 4,800.00
Taylor, Lindsey	Partner	6.50	\$ 875.00	\$ 5,687.50
Ecklund, Donald	Partner	760.80	\$ 900.00	\$ 684,720.00
Bower, Zach	Partner	3.50	\$ 875.00	\$ 3,062.50
Bartlett, Caroline	Partner	47.00	\$ 875.00	\$ 41,125.00
Innes, Michael	Partner	59.50	\$ 750.00	\$ 44,625.00
Cooper, Kevin	Partner	19.30	\$ 675.00	\$ 13,027.50
O'Brien, James	Of Counsel	285.50	\$ 850.00	\$ 242,675.00
Jacobs, Zach	Associate	1,050.30	\$ 750.00	\$ 787,725.00
Lillie, Raymond	Associate	6.60	\$ 650.00	\$ 4,290.00
Makhail, Mark	Associate	22.20	\$ 550.00	\$ 12,210.00
Steele, Jordan	Associate	29.50	\$ 600.00	\$ 17,700.00
O'Toole, Brian	Associate	0.50	\$ 600.00	\$ 300.00
Viera, Clara	Paralegal	33.80	\$ 225.00	\$ 7,605.00
Caraballo, Luis	Paralegal	2.40	\$ 225.00	\$ 540.00
Houser, Nancy	Paralegal	5.40	\$ 225.00	\$ 1,215.00
Tempesta, Laura	Paralegal	132.80	\$ 225.00	\$ 29,880.00
Falduto, Jeff	Paralegal	22.90	\$ 225.00	\$ 5,152.50
Rago, Mary Ellen	Paralegal	3.30	\$ 225.00	\$ 742.50
Casner, Adam	Law Clerk	4.00	\$ 225.00	\$ 900.00
Michigan, Sarah	Law Clerk	2.50	\$ 225.00	\$ 562.50
Miller, Zachary	Law Clerk	23.90	\$ 225.00	\$ 5,377.50
Valenzuela, Tamr	Law Clerk	0.90	\$ 225.00	\$ 202.50
LoPresti, Anthony	Law Clerk	6.00	\$ 225.00	\$ 1,350.00
Skelley, Cara Joy	Law Clerk	44.80	\$ 225.00	\$ 10,080.00
Zirpoli, Perry	Law Clerk	3.70	\$ 225.00	\$ 832.50
Eicher, Lauren	Law Clerk	2.00	\$ 225.00	\$ 450.00
Davantes, Haley	Law Clerk	11.20	\$ 225.00	\$ 2,520.00
Weiss, Daniel	Law Clerk	8.30	\$ 225.00	\$ 1,867.50
Hussaini, S.	Law Clerk	1.00	\$ 225.00	\$ 225.00
Petracco, Frank	Law Clerk	11.50	\$ 225.00	\$ 2,587.50
Way, Penelope	Law Clerk	8.30	\$ 225.00	\$ 1,867.50
Cunha, J.	Law Clerk	0.80	\$ 225.00	\$ 180.00
<b>Total:</b>		<b>2,716.70</b>		<b>\$ 2,025,685.00</b>

# Exhibit B

**EXHIBIT B*****RICKMAN et al v. BMW OF NORTH AMERICA LLC et al  
2:18-cv-04363-JBC***

<b><i>CATEGORY</i></b>	<b><i>AMOUNT</i></b>	<b><i>PERCENT</i></b>
Air Travel	\$ 967.18	0.16%
Assessment Fees	\$ 264,350.61	44.63%
Court Fees	\$ 692.20	0.12%
Court Filing Fee	\$ 950.00	<b>0.16%</b>
Document Review	\$ 283,618.50	<b>47.89%</b>
Federal Express	\$ 628.44	0.11%
Hotel	\$ 342.74	0.06%
Meals	\$ 611.55	0.10%
Mediation Fees	\$ 8,218.75	1.39%
Postage Charges	\$ 76.46	0.01%
Service of Process Fees	\$ 319.98	0.05%
Transcripts	\$ 26,989.54	4.56%
Witness & Expert Fees	\$ 4,500.00	0.76%
<b><i>Total:</i></b>	<b>\$ 592,265.95</b>	

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

GARNER RICKMAN, et al.,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

BMW OF NORTH AMERICA, LLC,  
a Delaware corporation; and  
BAYERISCHE MOTOREN WERKE  
AKTIENGESELLSCHAFT (BMW  
AG),

Defendants.

Civ. Action No. 2:18-cv-04363 (EP)  
(JBC)

**DECLARATION OF STEVE W. BERMAN  
IN SUPPORT OF CLASS COUNSEL'S MOTION FOR  
ATTORNEYS' FEES AND LITIGATION EXPENSES**

I, Steve W. Berman, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a partner of the law firm of Hagens Berman Sobol Shapiro LLP, one of the firms preliminarily appointed to serve as Settlement Class Counsel. I have personal knowledge of the matters set forth herein based on personal knowledge and the business records of our firm. By making this declaration, I do not intend to waive any attorney-client privilege or applicable work product protections.

2. I am one of the partners who oversaw and conducted the Action.

3. The time and expense information provided in the charts annexed to this declaration is taken from time and expense records and documentation prepared and maintained by our firm. I reviewed the firm's time and expense records and documentation when preparing this declaration. I confirmed the accuracy of the records, as well as the necessity for, and reasonableness of, the time and expenses committed to this litigation. As a result of this review, I believe the time reflected in the firm's lodestar calculation and the expenses for which payment is sought are reasonable and were necessary for the effective and efficient prosecution and resolution of the Action. In addition, I believe that the expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

4. A breakdown of the time is provided in Exhibit A. The lodestar amount of \$2,242,307.50 was calculated using the firm's current rates (or, in the case of individuals who no longer work at our firm, using their rate as of the date they last worked for the firm).

5. The expenses incurred by our firm are summarized by category in Exhibit B. Our firm seeks an award of expenses of \$1,168,082.61 in connection with the prosecution and resolution of the Action. The expenses pertaining to the Action are reflected in the books and records of our firm. These books and records are prepared from receipts, check records, expense vouchers, and other documents and are an accurate record of the expenses.

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed in Seattle, Washington, this 29th day of March, 2024.

/s/ Steve W. Berman  
STEVE W. BERMAN

# Exhibit A

**EXHIBIT A**

Rickman et al v. BMW of North America LLC  
Case No. 2:18-cv-04363

<b>PROFESSIONAL</b>	<b>STATUS</b>	<b>CURRENT HOURLY RATE</b>	<b>TOTAL HOURS</b>	<b>TOTAL LODESTAR AT HOURLY RATES</b>
Steve Berman	P	\$1,350	199.1	\$ 268,785.00
Elaine Byszewski	P	\$1,100	32.0	\$ 35,200.00
Rob Carey	P	\$1,000	7.2	\$ 7,200.00
Sean Matt	P	\$975	6.5	\$ 6,337.50
Craig Spiegel	P	\$975	325.5	\$ 317,362.50
Barbara Mahoney	P	\$900	8.3	\$ 7,470.00
Catherine Gannon	P	\$800	2.8	\$ 2,240.00
Chris O'Hara	P	\$800	54.1	\$ 43,280.00
Jerrod Patterson	P	\$800	39.7	\$ 31,760.00
Rachel Fitzpatrick	P	\$575	6.1	\$ 3,507.50
Kevin Green	OC	\$875	3.5	\$ 3,062.50
Shelby Smith	OC	\$650	330.5	\$ 214,825.00
Peter Shaeffer	A	\$550	1,714.3	\$ 942,865.00
Wesley Wong	A	\$525	14.5	\$ 7,612.50
Allan Lundsgaarde	SA	\$500	8.6	\$ 4,300.00
Zarina Panah	CA	\$375	404.0	\$ 151,500.00
Carrie Flexer	PL	\$425	37.5	\$ 15,937.50
Nicolle Huerta	PL	\$400	10.5	\$ 4,200.00
Joseph Salonga	PL	\$400	206.5	\$ 82,600.00
Robert Haegele	PL	\$400	21.4	\$ 8,560.00
Jennifer Conte	PL	\$400	23.8	\$ 9,520.00
Shelby Taylor	PL	\$350	46.5	\$ 16,275.00
Radha Kerzan	PL	\$350	153.6	\$ 53,760.00
Leigha Henson	PL	\$250	3.6	\$ 900.00
Jessica Stevens	PL	\$250	9.7	\$ 2,425.00
Adrian Garcia	PL	\$175	4.7	\$ 822.50
<b>TOTAL</b>			<b>3,674.5</b>	<b>\$ 2,242,307.50</b>

# Exhibit B

**EXHIBIT B**

Rickman et al v. BMW of North America LLC

Case No. 2:18-cv-04363

<b>EXPENSE CATEGORY</b>	<b>AMOUNT</b>
Assessments	\$1,057,576.50
Court Reporters/Depositions	\$0.00
Outside Copy Service	\$0.00
Expert Fees	\$86,170.23
Telephone/Long Distance	\$7.02
Overnight Shipping	\$490.07
Court Fees/Filing Fees	\$554.30
Airfare	\$946.55
Hotel	\$1,109.37
Meals	\$44.66
Transportation/Travel Expenses (Taxis, Car Rental, Train)	\$465.47
Parking	\$20.00
Online Services/Legal Research (LexisNexis, Westlaw, PACER)	\$6,482.67
Online Services/Legal Research (Everlaw Document Hosting)	\$4,378.03
Messenger/Process Service	\$0.00
Mediation Fees	\$6,731.54
Internal Prints/Copies at \$0.25 per page	\$1,657.25
Miscellaneous Costs (description: replacement tires for inspection)	\$1,448.95
<b>TOTAL</b>	<b>\$1,168,082.61</b>

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

GARNER RICKMAN, et al.,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

BMW OF NORTH AMERICA, LLC,  
a Delaware corporation; and  
BAYERISCHE MOTOREN WERKE  
AKTIENGESELLSCHAFT (BMW  
AG),

Defendants.

Civ. Action No. 2:18-cv-04363 (EP)  
(JBC)

**DECLARATION OF SCOTT ALAN GEORGE  
IN SUPPORT OF CLASS COUNSEL'S MOTION FOR  
ATTORNEYS' FEES AND LITIGATION EXPENSES**

I, Scott Alan George, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a partner of the law firm of Seeger Weiss LLP, one of the firms preliminarily appointed to serve as Settlement Class Counsel. I have personal knowledge of the matters set forth herein based on personal knowledge and the business records of our firm. By making this declaration, I do not intend to waive any attorney-client privilege or applicable work product protections.

2. I am one of the partners who oversaw and conducted the Action.

3. The time and expense information provided in the charts annexed to this declaration is taken from time and expense records and documentation prepared and maintained by our firm. I reviewed the firm's time and expense records and documentation when preparing this declaration. I confirmed the accuracy of the records, as well as the necessity for, and reasonableness of, the time and expenses committed to this litigation. As a result of this review, I believe the time reflected in the firm's lodestar calculation and the expenses for which payment is sought are reasonable and were necessary for the effective and efficient prosecution and resolution of the Action. In addition, I believe that the expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

4. A breakdown of the time is provided in Exhibit A. The lodestar amount of \$2,463,911.50 was calculated using the firm's current rates (or, in the case of individuals who no longer work at our firm, using their rate as of the date they last worked for the firm).

5. The expenses incurred by our firm are summarized by category in Exhibit B. Our firm also seeks an award of expenses of \$181,601.81 in connection with the prosecution and resolution of the Action. The expenses pertaining to the Action are reflected in the books and records of our firm. These books and records are prepared from receipts, check records, expense vouchers, and other documents and are an accurate record of the expenses.

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed in Philadelphia, Pennsylvania this 29th day of March 2024.

/s/ Scott Alan George  
SCOTT ALAN GEORGE

# **Exhibit A**

**EXHIBIT A**

*Rickman, et al. v. BMW of North America LLC,  
et al., Case No. 18-4363-EP-JBC*

<u>NAME</u>		<u>HOURS</u>	<u>RATE</u>	<u>LODESTAR</u>
Itri, Shauna	(P)	666.70	\$1,075	\$ 716,702.50
George, Scott	(P)	847.50	\$975	\$ 826,312.50
Kekatos, Dion	(P)	148.80	\$950	\$ 141,360.00
Scullion, Jennifer	(P)	116.70	\$950	\$ 110,865.00
Zurbriggen, Adam	(A)	93.90	\$475	\$ 44,602.50
Tawil, David	(A)	88.10	\$625	\$ 55,062.50
Lezhev, Kseniya	(A)	139.40	\$495	\$ 69,003.00
Muldowney, Laura	(A)	916.80	\$525	\$ 481,320.00
Tyjer, Sabrina	(PL)	47.30	\$395	\$ 18,683.50
<b>Total:</b>		<b>3,065.20</b>		<b>\$ 2,463,911.50</b>

# Exhibit B

<b>EXHIBIT B</b>	
<b><i>Rickman, et al. v. BMW of North America LLC, et al., Case No. 18-4363-EP-JBC</i></b>	
<b><i>CATEGORY</i></b>	<b><i>AMOUNT</i></b>
<i>Copies</i>	\$ 1,820.75
<i>Court Filing Fees</i>	\$ 900.00
<i>Depositions</i>	\$ 668.95
<i>Messengers</i>	\$ 214.52
<i>Litigation Fund</i>	\$ 164,968.41
<i>Professional Fees</i>	\$ 2,137.50
<i>Service of Process</i>	\$ 270.00
<i>Research</i>	\$ 149.80
<i>Translations</i>	\$ 9,450.00
<i>Travel (inc. meals, taxi, hotel, etc.)</i>	\$ 1,021.88
<b><i>Total:</i></b>	<b>\$ 181,601.81</b>

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

Garner Rickman, et al., individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

BMW OF NORTH AMERICA, LLC,  
a Delaware corporation; and BAYERISCHE  
MOTOREN WERKE  
AKTIENGESELLSCHAFT (BMW AG),  
a corporation organized under the laws of  
Germany,

Defendants.

Civ. Action No. 2:18-cv-04363 (EP) (JBC)

**DECLARATION OF JOSHUA J. RISSMAN IN SUPPORT OF CLASS COUNSEL'S  
MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

I, Joshua J. Rissman, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a member of the law firm of Gustafson Gluek PLLC. I have personal knowledge of the matters set forth herein based on personal knowledge and the business records of our firm. By making this declaration, I do not intend to waive any attorney-client privilege or applicable work product protections.

2. I am one of the partners who oversees and conducts the day-to-day activities in the Action.

3. The time and expense information provided in the charts annexed to this declaration is taken from time and expense records and documentation prepared and maintained by our firm. I reviewed the firm's time and expense records and documentation when preparing this declaration.

I confirmed the accuracy of the records, as well as the necessity for, and reasonableness of, the time and expenses committed to this litigation. As a result of this review, I believe the time reflected in the firm's lodestar calculation and the expenses for which payment is sought are reasonable and were necessary for the effective and efficient prosecution and resolution of the Action. In addition, I believe that the expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

4. A breakdown of the time is provided in Exhibit A. The lodestar amount of \$285,400.00 was calculated using the firm's current rates.

5. The expenses incurred by our firm are summarized by category in Exhibit B. Our firm also seeks an award of expenses of \$1,808.43 in connection with the prosecution and resolution of the Action. The expenses pertaining to the Action are reflected in the books and records of our firm. These books and records are prepared from receipts, check records, expense vouchers, and other documents and are an accurate record of the expenses.

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed in Minneapolis, Minnesota this 28th day of March 2024.

/s/Joshua J. Rissman  
Joshua J. Rissman

# **Exhibit A**

**EXHIBIT A**

**Rickman, et al. v. BMW of North America,  
et al., Civil Action No. 2:18-4363-EP-JBC**

<u>NAME</u>		<u>HOURS</u>	<u>RATE</u>	<u>LODESTAR</u>
Gustafson, Daniel	P	7.50	\$ 1,200	\$ 9,000.00
Kilene, Jason	P	78.75	\$ 1,000	\$ 78,750.00
Hedlund, Daniel	P	5.25	\$ 1,100	\$ 5,775.00
Smith, Cathy	P	23.00	\$ 900	\$ 20,700.00
Goodwin, David	P	15.75	\$ 900	\$ 14,175.00
Rissman, Joshua	P	84.75	\$ 850	\$ 72,037.50
Dennis, Kaitlyn	A	120.75	\$ 700	\$ 84,525.00
Holzer, Jamie	PL	1.25	\$ 350	\$ 437.50
				\$ -
<b>Total:</b>		<b>337.00</b>		<b>\$ 285,400.00</b>

# **Exhibit B**

**EXHIBIT B**

**Rickman, et al. v. BMW of North  
America, et al., Civil Action No.  
2:18-4363-EP-JBC**

<b>CATEGORY</b>	<b>AMOUNT</b>
PACER/Westlaw	\$ 181.92
Copy/Print - Internal	\$ 4.80
Deposition Cost	\$ 1,601.75
Meals and Enterntainment	\$ 19.96
<b>Total:</b>	<b>\$ 1,808.43</b>

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

GARNER RICKMAN, ET AL.,  
INDIVIDUALLY AND ON BEHALF  
OF ALL OTHERS SIMILARLY  
SITUATED,

Plaintiffs,

v.

BMW OF NORTH AMERICA, LLC,  
et al.,

Defendants.

Case No. 2:18-cv-4363-EP-JBC

Hon. Evelyn Padin  
District Court Judge

Hon. James B. Clark, III  
Magistrate Judge

**DECLARATION OF BRIAN W. NELSON  
IN SUPPORT OF CLASS COUNSEL'S MOTION FOR  
ATTORNEYS' FEES AND LITIGATION EXPENSES**

I, BRIAN W. NELSON, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am an attorney at the law firm of Hellmuth & Johnson PLLC ("H&J"), counsel for putative class representatives in this class action lawsuit ("Action"). I have personal knowledge of the matters set forth herein based on personal knowledge and the business records of H&J. By making this declaration, I do not intend to waive any attorney-client privilege or applicable work product protections.

2. I am one of the attorneys who oversees and conducts the day-to-day activities in the Action for H&J.

3. The time and expense information provided in the spreadsheet annexed to this declaration is taken from time and expense records and documentation

prepared and maintained by H&J. I reviewed the firm's time and expense records and documentation when preparing this declaration. I confirmed the accuracy of the records, as well as the necessity for, and reasonableness of, the time and expenses committed to this litigation. As a result of this review, it is my opinion that the time reflected in the firm's lodestar calculation and the expenses for which payment is sought are reasonable and were necessary for the effective and efficient prosecution and resolution of the Action under the direction of Lead Counsel. In addition, it is my opinion that the expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

4. A breakdown of the time is provided in Exhibit A. The lodestar amount of \$230,177.00 was calculated using the firm's historical rates (or, in the case of individuals who no longer work at our firm, using their rate as of the date they last worked for the firm).

5. The expenses incurred by H&J are summarized by category in Exhibit B. H&J also seeks an award of expenses of \$13,453.51 in connection with the prosecution and resolution of the Action. The expenses pertaining to the Action are reflected in the books and records of H&J. These books and records are prepared from receipts, check records, expense vouchers, and other documents and are an accurate record of the expenses.

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed in Edina, Minnesota this 29th day of March 2024

/s/ Brian W. Nelson  
BRIAN W. NELSON

# Exhibit A

**EXHIBIT A**

*In re Rickman et al. v. BMW of North America, LLC, et al.*  
**Case No. 2:18-cv-04363-EP-JBC**

<u>NAME</u>		<u>HOURS</u>	<u>RATE</u>	<u>LODESTAR</u>
Hagstrom, Richard M.	(OC)	20.40	\$ 980.00	\$ 19,992.00
Cashman, Michael R.	(P)	46.70	\$ 895.00	\$ 41,796.50
Farrell, Wilbert V.	(A)	1.30	\$ 370.00	\$ 481.00
Raether, Jason S.	(A)	40.70	\$ 495.00	\$ 20,146.50
Kuhlmann, Nicholas S.	(A)	46.40	\$ 740.00	\$ 34,336.00
Ringquist, Stephen	(A)	1.40	\$ 430.00	\$ 602.00
Nelson, Brian W.	(A)	221.10	\$ 450.00	\$ 99,495.00
Priebe, Thomas H.	(P)	22.40	\$ 595.00	\$ 13,328.00
<b>Total:</b>		<b>400.40</b>		<b>\$ 230,177.00</b>

# Exhibit B



**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

GARNER RICKMAN, et al.,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

BMW OF NORTH AMERICA, LLC,  
a Delaware corporation; and  
BAYERISCHE MOTOREN WERKE  
AKTIENGESELLSCHAFT (BMW  
AG),

Defendants.

Civ. Action No. 2:18-cv-04363 (EP)  
(JBC)

**DECLARATION OF RYAN MCMILLAN  
IN SUPPORT OF CLASS COUNSEL'S MOTION FOR  
ATTORNEYS' FEES AND LITIGATION EXPENSES**

I, Ryan McMillan, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a partner of the law firm of Milberg Coleman Bryson Phillips Grossman PLLC, counsel for Plaintiffs in this Action. I have personal knowledge of the matters set forth herein based on personal knowledge and the business records of our firm. By making this declaration, I do not intend to waive any attorney-client privilege or applicable work product protections.

2. I am one of the partners who oversees and conducts the day-to-day activities in the Action.

3. The time and expense information provided in the charts annexed to this declaration is taken from time and expense records and documentation prepared and maintained by our firm. I reviewed the firm's time and expense records and documentation when preparing this declaration. I confirmed the accuracy of the records, as well as the necessity for, and reasonableness of, the time and expenses committed to this litigation. As a result of this review, I believe the time reflected in the firm's lodestar calculation and the expenses for which payment is sought are reasonable and were necessary for the effective and efficient prosecution and resolution of the Action. In addition, I believe that the expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

4. A breakdown of the time is provided in Exhibit A. The lodestar amount of \$185,856.10 was calculated using the firm's current rates (or, in the case of individuals who no longer work at our firm, using their rate as of the date they last worked for the firm).

5. The expenses incurred by our firm are summarized by category in Exhibit B. Our firm also seeks an award of expenses of \$11,249.42 in connection with the prosecution and resolution of the Action. The expenses pertaining to the Action are reflected in the books and records of our firm. These books and records

are prepared from receipts, check records, expense vouchers, and other documents and are an accurate record of the expenses.

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed in Knoxville, Tennessee, this 29th day of March, 2024

/s/ *Ryan McMillan*

Ryan McMillan

# Exhibit A

**EXHIBIT A****Garner Rickman, et al. v. BMW of North****America, LLC, et al.;****USDC D. N.J. Docket No. 2:18-cv-4363 (EP)****(JBC)**

<b>Name</b>		<b>Hours</b>	<b>Rate</b>	<b>Lodestar</b>
Kelsey Davies	(A)	77.6	\$413.00	\$32,048.80
Nikol Pluess	(A)	33.1	\$381.00	\$12,611.10
Jeff Glaspie	(A)	1.3	\$413.00	\$536.90
Ryan McMillan	(P)	107.1	\$829.00	\$88,785.90
Vince Carnevale	(P)	9.1	\$746.00	\$6,788.60
Lisa White	(P)	8.2	\$759.00	\$6,223.80
Jonathan Cohen	(P)	2.5	\$759.00	\$1,897.50
Greg Coleman	(P)	5.2	\$997.00	\$5,184.40
Mark Silvey	(P)	2	\$914.00	\$1,828.00
Will Ladnier	(P)	2.7	\$575.00	\$1,552.50
Adam Edwards	(P)	1.6	\$800.00	\$1,280.00
Mitchell Breit	(P)	0.2	\$1,000.00	\$200.00
Emir Meholjic	(LS)	0.6	\$381.00	\$228.60
Danielle Satterfield	(PL)	101.6	\$225.00	\$22,860.00
Cathy Bryant	(PL)	2.2	\$225.00	\$495.00
Dawn Holt	(PL)	4.7	\$250.00	\$1,175.00
Lisa Maxwell	(PL)	6.3	\$225.00	\$1,417.50
Chaisa Wilson	(PL)	1.7	\$225.00	\$382.50
Judith Edwards	(PL)	0.3	\$225.00	\$67.50
Tara Spencer	(PL)	1.3	\$225.00	\$292.50
		<b>369.3</b>		<b>\$185,856.10</b>

# Exhibit B

<b>Exhibit B</b>	
<b>Garner Rickman, et al. v. BMW of North America, LLC, et al.;</b> <b>USDC D. N.J. Docket No. 2:18-cv-4363 (EP) (JBC)</b>	
<b>Category</b>	<b>Amount</b>
Copies/Reproduction	\$45.21
Court Reporter	\$3,654.11
ESI Collection - Vendor	\$2,968.09
Postage	\$5.84
Research	\$0.11
Travel - Lodging, Meals and Transportation	\$4,576.06
Grand Total	<b>\$11,249.42</b>

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

GARNER RICKMAN, et al.,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

BMW OF NORTH AMERICA, LLC,  
a Delaware corporation; and  
BAYERISCHE MOTOREN WERKE  
AKTIENGESELLSCHAFT (BMW  
AG),

Defendants.

Civ. Action No. 2:18-cv-04363 (EP)  
(JBC)

**DECLARATION OF RICHARD M. HAGSTROM  
IN SUPPORT OF CLASS COUNSEL’S MOTION FOR  
ATTORNEYS’ FEES AND LITIGATION EXPENSES**

I, Richard M. Hagstrom, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am an attorney who represented named Plaintiffs Irving Cohen, Dean Werner, Werner Rogmans, and Alex VanDamme, in this class action lawsuit (“Action”). I have personal knowledge of the matters set forth herein based on personal knowledge and my business records. By making this declaration, I do not intend to waive any attorney-client privilege or applicable work product protections.

2. I worked 36.7 hours from September 1, 2021, to the present on this litigation at an hourly rate of \$980. Such time is separate from my prior work in this Action reflected in the Declaration of Brian W Nelson. When preparing this declaration, my time was taken from time records prepared and maintained by me. I confirmed the accuracy of the records, and the necessity for, and reasonableness of, the time committed to this litigation, which time was incurred under the direction of Lead Counsel. As a result of this review, it is my opinion that the time reflected in my lodestar calculation for which payment is sought is reasonable and was necessary for the effective and efficient prosecution and resolution of the Action.

3. My total lodestar to date calculated using my historical rates is \$35,966.

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed in Fort Myers Beach, Florida this 28th day of March 2024.

s/ Richard M Hagstrom  
RICHARD M HAGSTROM

To: All Counsel by ECF

PLEASE TAKE NOTICE that on September 19, 2024, at 1:00 p.m. in Courtroom MLK 4C of the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, or by remote means as ordered by the Court (in the discretion of the Court), before the Honorable James B. Clark, III, Settlement Class Representatives, by and through their undersigned counsel, will and hereby does move the Court for orders granting Plaintiffs' Motion for Award of Attorneys' Fees and Reimbursement of Expenses, and Service Awards.

PLEASE TAKE FURTHER NOTICE that, in support of the Motion, the undersigned intend to rely on the accompanying Memorandum of Law and the accompanying Declaration of James E. Cecchi and exhibits attached thereto, including supporting declarations from co-counsel, the arguments of counsel, and any other matters properly before the Court.

PLEASE TAKE FURTHER NOTICE that, proposed order granting the relief requested herein will be submitted in connection with Settlement Class Representatives' papers in support of final approval of the Settlement, which will be filed no later than August 20, 2024, consistent with the Court's February 28, 2024 Order Granting Preliminary Approval (ECF No. 298).

Dated: March 29, 2024

Respectfully submitted,

*s/ James E. Cecchi*

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*Co-Lead Class Counsel and Attorneys  
for Plaintiffs*

**CERTIFICATION OF SERVICE**

I hereby certify that I caused the foregoing to be electronically filed with the CM/ECF system. Those attorneys registered with the Electronic Filing System will receive notice of this filing by ECF and email. I further certify that a courtesy copy of this filing will be served upon the Court.

Dated: March 29, 2024

*s/ James E. Cecchi*  
James E. Cecchi

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