

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

CATHERINE DUFFY, MATTHEW	:	
EDLIN, LAWRENCE MULCAHY,	:	
PAULA HALL, individually and on	:	
behalf of all others similarly situated,	:	No. 3:24-cv-388-BJB
	:	
Plaintiffs,	:	
	:	
MAZDA MOTOR OF AMERICA, INC.	:	CLASS ACTION
D/B/A MAZDA NORTH AMERICAN	:	
OPERATIONS AND MAZDA MOTOR	:	
CORPORATION,	:	
	:	JURY TRIAL DEMANDED
Defendants.	:	
	:	

**DECLARATION OF BENJAMIN F. JOHNS IN SUPPORT OF PLAINTIFFS’
MOTION FOR ATTORNEYS’ FEES, EXPENSES, AND SERVICE AWARDS**

I, Benjamin F. Johns, declare as follows:

1. I am a partner at the law firm of Shub Johns & Holbrook LLP (“SJH”) and a member in good standing of the bars of the State of New Jersey and the Commonwealth of Pennsylvania. Prior to November 23, 2022, I was a partner at the law firm of Chimicles Schwartz Kriner & Donaldson-Smith LLP (“Chimicles Firm”) in Haverford, Pennsylvania. This declaration accounts for the time and expenses of both of these firms on this matter. I submit this declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Service Awards in this action, as memorialized in the Settlement Agreement previously filed with the Court.¹ I am a member of preliminarily-approved Class Counsel for Plaintiffs in this matter and have monitored my firm’s and my co-counsel’s participation in this matter since its inception in 2022 to the present. I make the following declaration based on my own personal knowledge and, if called upon as a witness, I

¹ Unless otherwise noted, all capitalized terms not separately defined herein have the meaning ascribed to them in the Settlement Agreement. *See* ECF 18-1.

could and would competently testify competently as follows.

EFFORTS IN THIS LITIGATION

1. The Settlement, if finally approved, would resolve all claims of Plaintiffs and Settlement Class Members against Mazda and the Released Parties related to an alleged defect in the Mazda Connect infotainment system.

2. The proposed Settlement is the product of arduous, arms-length negotiations between experienced counsel after comprehensive investigation, four mediation sessions with an experienced mediator Hon. Dickran Tezrivian (Ret.) of JAMS, substantial confirmatory discovery, and extensive negotiation efforts between Class Counsel and counsel for Mazda Motor of America, Inc. d/b/a Mazda North American Operations (“Mazda”). The Settlement secures significant recovery for the Class Members, eliminates the risks of protracted litigation and, under the circumstances, is an excellent class action settlement result.

3. In summary, the Settlement provides significant benefits to the Settlement Class through a two-year, unlimited mileage Limited Warranty Extension comprised of potential Software Updates or, if necessary, replacements of Mazda Connect hardware. All Class Members will automatically receive the Limited Warranty Extension benefit. The Settlement also provides a claims process to provide any Class Members who previously incurred certain expenses with the opportunity to claim reimbursement of Out-of-Pocket expenses for certain Mazda Connect Software Updates, for Mazda Connect hardware, and/or for replacement of an “SD Card.”

4. Along with co-counsel, my firm has been involved in all aspects of this litigation from the initial investigation to present. My firm undertook this matter on a contingent fee basis with the risk of achieving no recovery at all and have litigated and managed this case on a fully contingent fee basis for over three years.

5. On January 24, 2022, I sent to Mazda's legal department a pre-litigation letter on behalf of Plaintiff Duffy pursuant to the Kentucky Consumer Protection Act, § 367.110 *et seq.* and the Uniform Commercial Code. On December 23, 2022, Plaintiff Duffy, now joined by Plaintiffs Matthew Edlin, Lawrence Mulcahy and Paula Hall, filed a case in the Superior Court of California, Orange County concerning the Mazda Connect system, captioned as *Duffy, et al. v. Mazda Motor of America, Inc. et al.*, Case No. 30-2022-01298682-CU-BC-CXC.

6. Before filing the *Duffy* case in California, my co-counsel and I had several discussions with Mazda over the course of months concerning the scale and scope of the issues identified in the pre-suit demand letter. We conducted thorough factual and legal research into the issues surrounding the alleged defect in the infotainment systems, and sought confirmatory discovery from Mazda concerning same, including information on the model and model year Mazda vehicles impacted by the Infotainment Defect, the size of the class and number of impacted vehicles sold and leased, any software updates or equipment changes issued for the Mazda Connect system, any TSB's or customer service documents concerning the Infotainment Defect, and documents concerning Mazda's insurance coverage that would apply to any claims brought in litigation.

7. After several months of productive discussions and exchanges of information, the parties participated in an all-day mediation with Judge Tevrizian of JAMS on January 10, 2023. In advance of the mediation, the parties exchanged pre-mediation discovery, and also submitted mediation statements to the mediator and each other where each party laid out their respective positions concerning the strengths and weaknesses of the claims in the litigation. The parties then participated in a second mediation session with Judge Tevrizian on April 25, 2023. In view of the significant progress the parties made at the first two mediation sessions and the need for further

confirmatory discovery, the parties informally agreed to stay the prosecution of the *Duffy* California case while they continued to negotiate a potential settlement.

8. After many additional months of finalizing the settlement details, in October 2023, the parties memorialized the material terms of the settlement in a term sheet.

9. At no point prior to reaching a settlement in principle did the parties discuss or negotiate the issue of Plaintiffs' attorneys' fees, litigation costs and expenses, or Service Awards. The parties, however, were unable to reach agreement on these issues. Accordingly, they returned to Judge Tevrizian for a third mediation session on January 16, 2024, and a fourth session on April 30, 2024. The Parties were able to reach an agreement on the Service Awards for Plaintiffs during the third mediation session. At the conclusion of the fourth mediation session, Judge Tevrizian made a mediator's proposal for attorneys' fees and litigation expenses, which both sides subsequently accepted.

10. On June 20, 2024, the Parties executed the Settlement Agreement.

11. Over the course of this case, my firm worked collaboratively and efficiently with co-counsel to advance the litigation on behalf of Plaintiffs and the putative class. This work has included the following: conducting extensive pre-suit investigations that included factual research and lengthy interviews of Plaintiffs and other class members; researching and drafting the complaint; reviewing Plaintiffs' documentation and all documents produced by Defendant related to the infotainment system; analyzing applicable state laws regarding warranties and consumer protection claims; keeping clients abreast of the lawsuit; participating in negotiating and papering the settlement agreement; participating in a competitive bidding process to select a settlement administrator; preparing for and participating in Court hearings; retaining and working with an

actuarial expert to examine and attempt to quantify the settlement benefits; and communicating with the Settlement Administrator to facilitate the notice and claims process.

12. Confirmatory discovery in this Litigation and throughout the negotiation process was substantial and robust. Mazda produced 773 pages of documents and 11 Excel files that were responsive to Plaintiffs' requests for information relevant to the Settlement, and Plaintiffs' counsel carefully reviewed these documents. Through the confirmatory discovery process, we have confirmed that all Settlement Class Vehicles are equipped with the Mazda Connect infotainment system, and that there nearly 1.7 million Settlement Class Vehicles.

13. The Limited Warranty Extension is not subject to a mileage limitation, which is significant because as part of confirmatory discovery, Mazda estimated that the majority of the Class Vehicles are outside of the New Vehicle Limited Warranty based on either age or mileage (or both).

14. The Limited Warranty Extension's coverage is limited to Software Updates and CMU repair/replacement because confirmatory discovery has confirmed that most complaints and warranty claims made about the issues alleged with Mazda Connect are resolved with Software Updates and CMU replacements.

15. After reaching an agreement in principle, and throughout the course of the Parties' negotiation of the terms of the Settlement Agreement, we participated in numerous phone conferences and email exchanges with counsel from Mazda in an effort to reach the final terms of the comprehensive Settlement Agreement. Through these protracted settlement discussions, we were able to evaluate the strengths and weaknesses of our case and evaluate damages on a potential class-wide basis.

16. While negotiating the final settlement agreement, we sought competitive bids for settlement administration, worked with the selected Settlement Administrator, JND, in developing a notice plan and other associated notice documents, and submitted the settlement for preliminary approval. Thereafter, we dedicated our efforts toward effecting notice, administering the settlement, and preparing to submit this motion as well as the motion for final approval. We anticipate conducting further extensive efforts from the time of this filing through the hearing on the motion for final approval and beyond.

17. All costs of settlement administration and Notice have been and will continue to be paid for by Mazda. JND estimates that the cost of administering the settlement will be at least \$2,195,985. This figure could be significantly higher depending on the final number of claims.

18. Our efforts regarding the settlement have been a success. The deadlines to object to the settlement and file claims are July 2, 2025 and August 1, 2025, respectively. As of this filing, 6,445 claims have been submitted, and we and the Settlement Administrator are aware of no objections having been filed.

19. All the work performed by our firms in this case has been done on a contingent fee basis. All the litigation costs were advanced by Class Counsel, with no guarantee of recovery.

CLASS COUNSEL'S REASONABLE LODESTAR AND EXPENSES

20. Class Counsel have contributed substantial time, expense, and effort pursuing this matter on behalf of Plaintiffs and the Class.

21. To date, my firm and prior firm have committed 1,145.75 hours for a lodestar total of \$818,114 prosecuting this matter for Plaintiffs and the Class. The hourly rates of counsel and our firm are their customary rates and are consistent with those utilized for lodestar cross-check purposes.

22. The timekeepers at the Chimicles Firm and SJH billed the following from the inception of this case.

CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP LODESTAR REPORT				
NAME	STATUS*	HOURLY RATE	HOURS	LODESTAR
Benjamin F. Johns	FP	\$1,000.00	39.20	\$39,200.00
Alex M. Kashurba	A	\$850.00	40.60	\$34,510.00
Samantha E. Holbrook	FA	\$850.00	13.90	\$11,815.00
Justin P. Boyer	PL	\$350.00	8.30	\$2,905.00
Sydney B. Spott	FPL	\$325.00	117.80	\$38,285.00
Kiera A. Wadsworth	FPL	\$300.00	151.50	\$45,450.00
TOTALS			371.30	\$172,165.00

FP = Former Partner

A = Associate

FA = Former Associate

PL = Paralegal

FPL = Former Paralegal

SHUB JOHNS & HOLBROOK LLP – LODESTAR REPORT				
REPORTING PERIOD: INCEPTION TO JUNE 11, 2025				
NAME	STATUS*	HOURLY RATE	HOURS	LODESTAR
Jonathan Shub	P	\$1,050.00	61.41	\$64,480.50
Benjamin F. Johns	P	\$1,000.00	355.53	\$355,530.00
Samantha E. Holbrook	P	\$850.00	153.43	\$130,415.50
Andrea L. Bonner	A	\$650.00	43.10	\$28,015.00
Mary Murphy	SA	\$450.00	24.93	\$11,218.50
Christine Powers	PL	\$325.00	26.01	\$8,453.25
Lacey Russo	FPL	\$300.00	13.20	\$3,960.00
Daniel Tomascik	FLC	\$275.00	1.34	\$368.50
Nailah Bjotvedt	FLC	\$295.00	.20	\$59.00
Aidan Miller	FLC	\$450.00	24.75	\$11,137.50
Zaven Hamazaspyan	FLC	\$295.00	.75	\$221.25

Damian Gomez	AE	\$325.00	18.90	\$6,142.50
Dawn Tormey	AE	\$275.00	3.10	\$852.50
Diane Danois	DR	\$525.00	47.80	\$25,095.00
TOTALS:			774.45	\$645,949.00

P = Partner

A = Associate

SA = Summer Associate

PL = Paralegal

FPL = Former Paralegal

FLC = Former Law Clerk

AE = Administrative

DR = Document Review

23. This time was kept contemporaneously with billable work as it was performed on the case. I was the partner primarily responsible for this matter while I was at the Chimicles Firm, and took the case with me when I left to join SJH. Accordingly, I oversaw and approved all of the billable time spent on this case at both of these firms. Based on our experience in similar cases, I am of the opinion that this time was reasonable and necessary to the prosecution and resolution of a case of this type.

24. To date, my firms have incurred \$35,059.31 in expenses directly related to and necessary for the prosecution of this matter. These expenses are all the type that would ordinarily be expensed to a fee-paying client in the private litigation sector, and are reasonable reflections of the demands of the litigation, including filing fees, mediation fees, copy expenses, expert retention and travel expenses. In reviewing my firm's detailed time and expenses, I made sure that all time and expenses referenced herein were attributed to this case and do not include any redundancies.

25. From the inception of this case through June 11, 2025, the Chimicles Firm and SJH incurred the following litigation expenses:

CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP – FIRM EXPENSES REPORTING PERIOD: INCEPTION TO JUNE 4, 2025	
CATEGORY NAME	EXPENSES PER CATEGORY
Electronic Research	\$54.86
Investigation	\$496.68
Meals and Travel	\$82.65
TOTAL:	\$634.19

SHUB JOHNS & HOLBROOK LLP – FIRM EXPENSES REPORTING PERIOD: INCEPTION TO JUNE 11, 2025	
CATEGORY NAME	EXPENSES PER CATEGORY
Legal Research	\$825.31
Mediations	\$9,637.50
Professional Legal Services (Strause Law Group/Kerper & Bowron)	\$22,102.60
Meals	\$279.01
Travel	\$1,580.70
TOTAL:	\$34,425.12

26. The above expenses were necessary to the effective prosecution of the case and are of the type that are ordinarily billed by attorneys to paying clients in the marketplace. They are reflected in the books and records at Chimicles and SJH. Detailed records of our time and expenses are available to the Court *in camera* upon request. Notably, these records do not include any time or expenses that will continue to be incurred as we see this matter through until final settlement approval and beyond.

THE CLASS REPRESENTATIVE SERVICE AWARDS

27. The proposed Class Representatives have been active participants in this case. They participated in Class Counsel’s lengthy interviews and provided relevant documents to counsel, generally stayed informed about this litigation, reviewed, and approved the settlement demand and

final settlement amount and Settlement Agreement, and spent substantial time and effort protecting the Class's interests, including collecting documents and materials in support of their claims. Class Representatives have no conflicts of interest with other Settlement Class Members, are subject to no unique defenses, and they have and continue to vigorously prosecute this case on behalf of the Settlement Class.

28. Plaintiffs spent time reviewing documents, investigating and otherwise assisting Class Counsel with this case. They stayed in contact with counsel throughout the litigation and made themselves available to answer any questions. Plaintiffs also undertook certain risks by being named Plaintiffs in this matter. As part of the case, they provided personal information, some of which could have been disclosed publicly in court filings. Their names were shared with Mazda and with the public because of the filing of this lawsuit. Suing Mazda in this capacity was a significant risk and undertaking and one that Plaintiffs did not take lightly. Plaintiffs agreed to serve as class representatives understanding that proceeding with a class action might involve a delay in obtaining recovery for their losses as opposed to filing an individual claim that could be resolved quicker. They nevertheless agreed to be named Plaintiffs and were willing to undertake the risks associated with being a named Plaintiff, to obtain a result for other purchasers of Class Vehicles that contained the Defect, as well as for themselves. Ms. Duffy in particular allowed Mazda to conduct an inspection of her vehicle at a local Mazda dealership.

29. Accordingly, Service Awards of \$4,000 to Catherine Duffy and \$2,500 to each Matthew Edlin, Lawrence Mulcahy, and Paula Hall are reasonable given the efforts of each Class Representative on behalf of the Class in this matter.

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

Executed this 11th day of June, 2025, in Upper Darby, Pennsylvania.

A handwritten signature in cursive script, appearing to read "B. Johns", written in black ink.

Benjamin F. Johns