

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

LAURA FRANCES HAYS,)
on behalf of herself and all others)
similarly situated,)
)
Plaintiff,)
)
v.)
NISSAN NORTH AMERICA, INC.,)
)
Defendant.)

Case No. 4:17-CV-0353-BCW

**DECLARATION OF MATTHEW L. DAMERON IN SUPPORT OF
CLASS COUNSEL’S MOTION FOR ATTORNEYS’ FEES, EXPENSES AND
SERVICE AWARD TO THE NAMED PLAINTIFF**

I, Matthew L. Dameron, declare and affirm under penalty of perjury under the laws of the United States and the State of Missouri that the following is true and correct:

1. I am a partner at the law firm of Williams Dirks Dameron LLC in Kansas City, Missouri, and Class Counsel in this action. I submit this declaration in support of Class Counsel’s Motion for Attorneys’ Fees, Expenses and Service Award to the Named Plaintiff. I make this statement of my own personal knowledge, and if called to testify, could and would testify competently thereto.

2. I am a founding partner of the law firm of Williams Dirks Dameron LLC, in Kansas City, Missouri where I focus my practice on complex litigation, including nationwide class actions. I have acted as counsel on dozens of collective and class actions, and I have settled numerous class actions.

3. Plaintiff Frances Hays, through Class Counsel, initiated this action on May 8, 2017. *See* Complaint [Doc. 1].

4. After initial proceedings under Fed. R. Civ. P. 26, the parties began litigating through discovery and depositions.

5. Additionally, the parties engaged in contested briefing related to Nissan's efforts to dismiss the litigation in its entirety. The Court denied Nissan's effort to dismiss the case in its entirety. *See* Order [Doc. 27].

6. Both Nissan and Hays served multiple rounds of discovery, including requests for documents and interrogatories.

7. During the discovery process, the Parties produced documents, agreed to a protective order, and engaged in multiple meet and confer sessions regarding discovery disagreements.

8. Both sides produced many documents. As part of this document production process, Class Counsel also engaged in extensive document review, including review of over 945 separate documents from Nissan alone, consisting of approximately 5,204 pages of materials. Hays' counsel reviewed, analyzed, and annotated these documents within our co-counsel's document management system for use in discovery, certification, and, ultimately, trial.

9. The following fact and expert witnesses were deposed: Frances Hays (Plaintiff); Steven Miller (Nissan's Corporate Representative); Anand Kasbekar (Hays' Liability Expert); Edward Stockton (Hays' Damages Expert); Bruce Pound (Nissan's Liability Expert); and David Harless (Nissan's Damages Expert). These depositions were lengthy, and likewise required days of preparations for each witness.

10. In addition to her deposition, Frances Hays (a) initiated the litigation in consultation with Class Counsel; (b) participated in the discovery process by responding to discovery propounded by Nissan and producing documents; (c) personally attending the early mediation in

the case in December 2017; and (d) monitoring the Parties' ongoing settlement discussions throughout 2021 and 2022.

11. Additionally, both sides fully briefed a motion for summary judgment on many issues, including supporting declaration(s) and affidavit(s), materials, disclosures, documents, and depositions. This Court ultimately granted in part and denied in part Nissan's motion for summary judgment. *See* Order [Doc. 91].

12. Ultimately, Hays filed an amended Complaint in response to the Court's order further narrowing the issues and claims for both certification and trial. *See* Amended Complaint [Doc. 107].

13. The parties also engaged in contested proceedings related to class certification under Fed. R. Civ. P. 23. The Court granted class certification [Order at Doc. 120], and Nissan subsequently sought interlocutory appellate review of that decision; the Court of Appeals for the Eighth Circuit denied that review.

14. The Parties did not engage in meaningful settlement discussions until after the resolution of Nissan's motion for summary judgment and Hays's motion for class certification. The settlement discussions were lengthy and extended over multiple mediation sessions with the Hon. Jay Daugherty (Ret.). Even after the Parties reached agreement on initial terms, the discussions continued about the form of notice and settlement administration.

15. The Parties negotiated and reached agreement on the material terms of the settlement prior to negotiating attorneys' fees and the reimbursement of expenses. Nissan is paying those items in addition to the relief being offered to the Class.

16. The Parties reached a settlement on behalf of the following Class:

All persons in Missouri who (1) currently own or lease a Class Vehicle, or (2) who previously owned or leased a Class Vehicle and paid for repairs to rust in a front floor pan of a Class Vehicle.

Class Vehicles means model years 2002-2006 Nissan Altima and model years 2004-2008 Nissan Maxima vehicles that are currently registered in Missouri or were previously registered in Missouri at the time of repair to a front floor pan due to corrosion.

17. Through August 16, 2022, Williams Dirks Dameron LLC expended over 1,200 hours for a lodestar of \$928,575.00 at our hourly rates. The lodestar summary reflects WDD's extensive experience in the field, the complexity of the matters involved in this litigation, and the prevailing rate for providing such services. Below is a chart reflecting the lodestar breakdown for attorneys and staff at WDD:

TIMEKEEPER	ROLE	HOURLY RATE (\$)	HOURS	LODESTAR (\$)
Matt Dameron	Partner	\$950	720.8	684,760
Eric Dirks	Partner	\$950	82.1	77,995
John Doyle	Attorney	\$550	34.8	19,140
Amy Jackson	Attorney	\$450	271.8	122,310
Courtney Stout	Attorney	\$450	8.5	3,825
Katie Graham	Paralegal	\$175	116.1	20,317.50
Brittini Strickland	Paralegal	\$175	1.3	227.50
TOTAL			1,235.4	928,575

18. Our billing rates are set in line with our research into the prevailing rates charged by comparable firms in our legal market. Our rates are based on the years of experience of our various practitioners, their standing in their respective fields, the prevailing rates charged by comparable firms, the legal markets where services are rendered, and the complexity of the work undertaken for our clients.

19. WDD's attorneys and staff kept contemporaneous records of the time they spent on this litigation. In reporting its time, WDD exercised billing judgment to eliminate any inefficiency or duplication. At the Court's request, I will provide the detailed billing records supporting the time and lodestar referenced in this declaration.

20. In addition to WDD's lodestar, our firm also incurred litigation expenses in the amount of \$70,232.31. A general breakdown of WDD's expenses include:

CATEGORY	AMOUNT (\$)
Copying and printing	306.44
Court fees	436
Deposition expenses	2,844.25
Mediation fees	859.26
Postage	8.36
Process service	30.00
Research and investigations	5,551.09
Expert fees	52,500
Miscellaneous	4,031.70
Travel and meals	3,665.21
TOTAL	70,232.31

21. As of today, the Settlement Administrator (Kurtzman Carson Consultants LLC or "KCC") has not received any notifications of opt-outs or objections to the Settlement, and Class Counsel is not aware of any forthcoming opt-out notices or objections.

22. The time that I have spent on this case has limited my ability to take on other, potentially profitable work. Because my office is relatively small, any time I spend on this case necessarily reduces the time I have available to work on other matters.

Executed this 16th day of August, 2022 in Kansas City, Missouri.


Matthew L. Dameron