

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

IN RE FIELDTURF ARTIFICIAL
TURF SALES AND MARKETING
PRACTICES LITIGATION

MDL NO. 2779

Civil Action No. 17-MD-02779 MAS TJB

**CLASS COUNSEL'S NOTICE OF MOTION
FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Class Counsel will move before the Honorable Michael A. Shipp, U.S.D.J. at the United States District Court for the District of New Jersey, Clarkson S. Fisher Building & U.S. Courthouse located at 402 East State Street, Trenton, NJ 08608, at a date and time to be determined by the Court for an order granting Plaintiffs' Motion for Award of Legal Fees, Costs, and Service Awards.

PLEASE TAKE FURTHER NOTICE that oral argument is requested.

PLEASE TAKE FURTHER NOTICE that a proposed form of an unopposed order is submitted herewith.

Dated: September 24, 2024

Respectfully submitted,

s/ Jennifer R. Scullion
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CERTIFICATE OF SERVICE

I hereby certify that on September 24, 2024, a copy of this Motion along with all supporting documents were electronically filed with the Clerk of Court using the CM/ECF system. An electronic version of Plaintiffs' Motion and supporting documents was sent by email to the following counsel of record:

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

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INTRODUCTION

For the last seven years, Class Counsel has vigorously litigated this case. Class Counsel defeated two motions to dismiss, took and produced extensive fact discovery, developed extensive expert discovery, obtained certification of two issue classes, and prepared their case up until the eve of trial. Those efforts have resulted in a settlement which offers considerable benefits to the Class.

Class Counsel now seeks (1) reimbursement for their reasonable costs and expenses, including notice costs, in the amount of \$1,845,375.84, (2) service awards of \$25,000 for each named Class Representative, for a total amount of \$175,000, and (3) attorneys' fees in the amount of \$6,479,624.16, for a total amount of \$8,500,000. The requested fees are a mere fraction of the more than \$30,000,000 lodestar accumulated in this case, based on the more than 45,000 hours Class Counsel and the Plaintiffs' Steering Committee has spent prosecuting this litigation over the course of seven years. And because Fieldturf has agreed to pay any costs and fee award separate from and on top of the settlement relief, a cost and fee award will not dilute the settlement benefits available to the Class.

BACKGROUND

On June 1, 2017, the United States Judicial Panel on Multidistrict Litigation consolidated Plaintiffs' actions in this Court, finding that Plaintiffs' actions assert common claims relating to purported defects in FieldTurf's Duraspine artificial turf

product sold from 2005 to 2012. On January 18, 2018, FieldTurf filed a motion to dismiss Plaintiffs' Consolidated Amended Class Action Complaint, which Plaintiffs opposed (ECF No. 91). On August 31, 2018, the Court granted in part and denied in part FieldTurf's motion to dismiss, with leave to amend (ECF Nos. 117 & 118).

On October 1, 2018, as permitted by the Court, Plaintiffs filed their Second Consolidated Amended Class Action Complaint (ECF No. 120). On November 16, 2018, FieldTurf filed a motion to dismiss Plaintiffs' Second Consolidated Amended Class Action Complaint, which Plaintiffs opposed (ECF Nos. 132 & 141). On October 8, 2019, the Court denied FieldTurf's motion to dismiss (ECF Nos. 165 & 166). On October 22, 2019, FieldTurf answered the Second Consolidated Amended Class Action Complaint (ECF No. 167).

On April 5, 2021, Plaintiffs moved for class certification, seeking a nationwide class for their fraudulent concealment and unjust enrichment claims, and New Jersey, New York, Pennsylvania, and California subclasses for their statutory consumer fraud and implied warranty claims, which FieldTurf opposed (ECF No. 211). On July 20, 2021, FieldTurf moved to exclude the opinions of Plaintiffs' artificial turf expert and damages expert, which Plaintiffs opposed (ECF Nos. 228 & 246). On August 18, 2022, the Court denied Plaintiffs' motion for class certification, granted FieldTurf's motion to exclude the opinion of Plaintiffs' damages expert, and granted in part and denied in part FieldTurf's motion to exclude the opinion of

Plaintiffs' artificial turf expert (ECF Nos. 270 & 271).

On October 5, 2022, Plaintiffs filed a renewed motion for class certification, seeking certification of two issue classes on whether FieldTurf's Duraspine product had an inherent defect and whether FieldTurf omitted material information from its marketing materials, which FieldTurf opposed (ECF Nos. 274 & 277). On July 13, 2023, the Court granted Plaintiffs' renewed motion and certified two issue classes and appointed class counsel and class representatives (ECF No. 285). On July 27, 2023, FieldTurf filed a petition for permission to appeal issue class certification with the United States Court of Appeals for the Third Circuit and a companion Motion to Stay before this Court (ECF No. 291). On August 22, 2023, Plaintiffs opposed the Motion to Stay (ECF No. 292). On August 24, 2023, permission to appeal was denied and, accordingly, on October 3, 2024, the Court terminated the Motion to Stay via text order (ECF No. 297).

On December 6, 2023, the Court entered a pretrial scheduling order setting a jury trial on the two issues for April 8, 2024 (ECF No. 302). On January 25, 2024, FieldTurf moved for summary judgment and then on January 29, 2024, FieldTurf filed an amended motion for summary judgment, which Plaintiffs opposed (ECF Nos. 309, 311, & 337). On February 8, 2024, the Parties filed their motions *in limine* for trial, which were all opposed. On February 23, 2024, following the completion of briefing for the motions *in limine*, the Court encouraged the parties to engage in

settlement negotiations.

The Parties then held multiple negotiation sessions, including with the assistance of experienced and eminently qualified mediator Judge Marina Corodemus (ret.), which involved numerous communications via telephone, email, videoconference, and an in-person meeting, both before and after the formal mediation session. Over the course of the ensuing weeks, terms and conditions of the Settlement were debated and negotiated. Ultimately, after vigorous arm's-length negotiations, the Parties came to agree upon the terms and conditions set forth in the Settlement, which was fully executed on May 3, 2024.

On July 2, 2024, the Court granted Plaintiffs' motion for preliminary approval of class action settlement. ECF No. 365.

ARGUMENT

I. The Court Should Award The Requested Attorneys' Fees.

“In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement.” Fed. R. Civ. P. 23(h). There are two legal bases for a grant of attorneys' fees here. First, “[u]nder the exercise of its equitable powers, . . . a federal court may fashion an attorney's fees award to successful litigants who confer a common benefit upon a class of individuals not participating in the litigation.” *Polonski v. Trump Taj Mahal Assocs.*, 137 F.3d 139, 145 (3d Cir. 1998). “At the heart of this exception [to the

traditional rule that parties bear their own legal fees] is a concern for fairness and unjust enrichment; the law will not reward those who reap the substantial benefits of litigation without participating in its costs.” *Id.* Second, many state consumer protection statutes authorize (or mandate) awards of attorneys’ fees to prevailing parties. *E.g.*, N.J. Stat. Ann. § 56:8-19. “The fundamental remedial purpose of [such consumer fraud statutes] dictates that plaintiffs should be able to pursue consumer-fraud actions without experiencing financial hardship.” *Cox v. Sears Roebuck & Co.*, 647 A.2d 454, 465 (N.J. 1994). There is no requirement that a plaintiff turn down a settlement that gives them what they want to preserve their right to fees as a prevailing party—courts can and do award fees where a plaintiff wins through settlement. *Schmoll v. J.S. Hovnanian & Sons, LLC*, 927 A.2d 146, 147 (N.J. App. Div. 2007).

The award of attorneys’ fees in a class action settlement is within the Court’s discretion. *Rossi v. Procter & Gamble Co.*, 2013 WL 5523098, at *9 (D.N.J. Oct. 3, 2013). “[W]here the ‘money paid to attorneys is entirely independent of money awarded to the class, the Court’s fiduciary role in overseeing the award is greatly reduced, because there is no potential conflict of interest between attorneys and class members.’” *Mirakay v. Dakota Growers Pasta Co.*, No. 13-CV-4429 JAP, 2014 WL 5358987, at *11 (D.N.J. Oct. 20, 2014) (quoting *Rossi v. Procter & Gamble Co.*, No. CIV.A. 11-7238 JLL, 2013 WL 5523098, at *9 (D.N.J. Oct. 3, 2013)).

1. The Lodestar Method Is The Appropriate Means Of Calculating Fees In This Case And It Supports The Requested Award.

“There are two primary methods for calculating attorneys’ fees awards in the class action context: (1) the percentage-of-recovery method; and (2) the lodestar method.” *Dungee v. Davison Design & Dev. Inc.*, 674 F. App’x 153, 156 (3d Cir. 2017) (internal citations and quotations omitted). The lodestar approach is appropriate in cases, like this, where the settlement is a “claims made” settlement. *Gelis v. BMW of N. Am., LLC*, 49 F.4th 371, 379 (3d Cir. 2022) (lodestar is permitted “where the nature of the recovery does not allow the determination of the settlement’s value necessary for application of the percentage-of-recovery method.”). This is because where, as here, “the ultimate value of the settlement depended upon the number of claims made by [class members],” there is no fund from which “from which a simple percentage could be taken[.]” *Dungee*, 674 F. App’x at 156.

“The lodestar award is calculated by multiplying the number of hours reasonably worked on a client's case by a reasonable hourly billing rate for such services based on the given geographical area, the nature of the services provided, and the experience of the attorneys.” *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005). “The lodestar is strongly presumed to yield a reasonable fee.” *Washington v. Philadelphia Cnty. Ct. of Common Pleas*, 89 F.3d 1031, 1035 (3d Cir. 1996).

This strong presumption is strengthened where, as here, a fee request seeks less than the full amount of the lodestar—sometimes called a negative multiplier. *In re Valeant Pharms. Int’l, Inc. Third-Party Payor Litig.*, No. CV163087MASLHG, 2022 WL 525807, at *7 (D.N.J. Feb. 22, 2022). A negative multiplier is “strong evidence” of a fee request’s reasonableness. *Id.* That makes good sense. The Third Circuit has recognized that it is common for lodestar multiples of up to four to be applied to class action settlements. *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 341 (3d Cir. 1998). The voluntary application of a negative multiplier thus represents a considerable discount.

Here, Class Counsel seeks a total award of \$8.5 million, which will pay for \$1.7 million in expenses, \$175,000 in Service Awards to Class Representatives, and notice costs currently estimated at \$75,000,¹ with the balance going to cover a fraction of the \$30 million worth of attorney and other legal professionals’ time (more than forty five thousand hours) put into litigating this case over seven years to its successful conclusion.² The negative multiplier here is approximately 0.21.

¹ This is an estimate of what notice costs will be in total, including future notice costs. At present, Class Counsel has only been invoiced for \$38,000 by the vendor providing notice to the Class. Scullion Decl. at ¶ 12. Should the final amount of notice costs be lower than this \$75,000 estimate, Class Counsel will notify the Court and seek an appropriate order. Should the amount of notice costs be higher than this estimate, Class Counsel will pay that amount from any fees awarded.

²This figure somewhat understates the true extent of Class Counsel’s lodestar because it “does not include the additional work that will be needed to fully

Because the attorneys' fees portion of the request is based on Class Counsel's lodestar and applies a voluntary negative multiplier, it is presumptively reasonable.

2. The Percentage Of Recovery Method Also Supports The Requested Award.

Where, as here, the lodestar method is the primary basis for assessing the reasonableness of attorneys' fees, the percentage-of-recovery method serves only as a cross-check. *In re Datatec Sys., Inc. Sec. Litig.*, No. 04-CV-525 (GEB), 2007 WL 4225828, at *6 (D.N.J. Nov. 28, 2007) (“[T]he Third Circuit has instructed that it is sensible to use the alternative method to double check the reasonableness of the fee.”). A cross-check should not be used to alter the Court's “primary reliance” on the originally chosen method of calculation, however, and need not be done with “mathematical precision[.]” *In re AT & T Corp.*, 455 F.3d 160, 164 & 169 n.6 (3d Cir. 2006) (internal citations and quotations omitted).

The following factors are used to evaluate the reasonableness of a fee under the percentage of recovery method:

(1) the size of the fund created and the number of beneficiaries, (2) the presence or absence of substantial objections by members of the class 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, (7) the awards in similar cases, (8) the value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies

implement the settlement and bring the case to closure[.]” *Sullivan v. DB Invs., Inc.*, No. CIV.A. 04-2819 SRC, 2008 WL 8747721, at *36 (D.N.J. May 22, 2008).

conducting investigations, (9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained, and (10) any innovative terms of settlement[.]

In re Diet Drugs, 582 F.3d 524, 541 (3d Cir. 2009) (internal citations omitted).

Each of these factors weighs in favor of approving the requested fee. The first factor, the size of the fund created and the number of beneficiaries, weighs in favor of approval. The total settlement value made available to more than 1,200 Class members in cash and credits exceeds \$50 million. The second factor, the presence or absence of substantial objections, also weighs in favor of approval. There is no sign any substantial objections have been raised against the settlement. The third factor, the skill and efficiency of the attorneys involved, weighs strongly in favor of settlement. Class Counsel are highly experienced in litigating complex class actions. The quality of the work presented to the Court speaks for itself, including defeating motions to dismiss and certifying two issue classes for trial. The fourth factor, the complexity and duration of the litigation, weighs in favor of approval. The settlement is the product of many years of difficult litigation, vigorously contested by Defendants, which included examination of a voluminous historical record and domestic and foreign experts from multiple fields of learning. The fifth factor, the risk of nonpayment, weighs in favor of approval. Class Counsel invested substantial sums, both of money and attorney time, into litigating this case on a pure contingency basis for seven years with no guarantee of recovery. Indeed, Class

Counsel continued to invest substantially in this case even after Plaintiffs' initial motion for class certification was denied—a point in time in which the risks of non-recovery were particularly acute. The sixth factor, the amount of time devoted to the case by plaintiffs' counsel, weighs strongly in favor of approval. As discussed above, Class Counsel collectively spent more than 50,000 hours litigating this case. The seventh factor, awards in similar cases, is neutral to favorable because the requested lodestar multiplier is much lower than the Third Circuit has deemed presumptively reasonable. The eighth factor, whether benefits are attributable to the work of other groups, weighs in favor of approval because this is not a case in which Plaintiffs piggybacked off of the work of another entity, such as a government regulator or enforcer, to achieve a favorable result. The ninth factor, the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained, is neutral because the exact value of the settlement recovery cannot be calculated at present. And the tenth factor, the existence of innovative settlement terms, is neutral because the settlement uses a tried-and-tested structure common to class settlements, namely options for different tiers of injured Class members to receive (at their option) cash or product credit. Overall, consideration of the factors that are used in the percentage-of-recovery method confirms that Class Counsel's lodestar-based fee request is eminently reasonable

II. The Court Should Reimburse Class Counsel For Their Expenses.

Along with their request for attorneys' fees, Class Counsel request reimbursement for certain out-of-pocket expenses totaling \$1,844,351.86, including an estimate of \$75,000 in notice costs. It is well established such expenses are recoverable. *Careccio v. BMW of N. Am. LLC*, 2010 WL 1752347, at *8 (D.N.J. Apr. 29, 2010); *In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 108 (D.N.J. 2001) (finding counsel to be "entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action"). The expenses are of the type typically billed by attorneys to paying clients in the marketplace and include such costs as copying fees, costs for producing and reviewing voluminous document productions, expert fees, computerized research, travel in connection with this litigation, and deposition expenses. All the costs were reasonable and necessary for the successful prosecution of this case and should be approved.

III. The Court Should Grant Service Awards To The Class Representatives.

Class Counsel also requests that the Court award \$25,000 for each named class representative (an aggregate amount of \$175,000). Fieldturf has agreed not to oppose service awards in the amount sought here. Settlement Agreement at Section 5.1.

Courts "routinely" approve incentive or service awards to class

representatives when class actions settle. *Talone v. Am. Osteopathic Ass'n*, No. 1:16-CV-04644-NLH-JS, 2018 WL 6318371, at *17 (D.N.J. Dec. 3, 2018). Where, as here, the amount of such an award comes from the amount that might otherwise be awarded as attorneys' fees, the awards "need not be subject to intensive scrutiny[.]" *Id.* Here, each of the named class representatives is deserving of a service award because they participated in years of significant discovery, including substantial document production and deposition testimony. The amounts sought also are well in line with service awards permitted in comparable litigation. *In re Linerboard Antitrust Litig.*, No. CIV.A. 98-5055, 2004 WL 1221350, at *19 (E.D. Pa. June 2, 2004) (collecting cases).

CONCLUSION

For the reasons above, Class Counsel respectfully requests that the Court grant this Motion and award a total of \$8.5 million for Administrative and Notice Costs, Service Awards, attorneys' fees and reasonable reimbursable out-of-pocket costs and expenses to compensate Class Counsel, Liaison Counsel, and members of the Plaintiffs Steering Committee for their reasonable expenses and a portion of the attorneys' fees incurred in this litigation.

Dated: September 24, 2024

Respectfully submitted,

s/ Jennifer R. Scullion
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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE FIELDTURF ARTIFICIAL
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MDL NO. 2779

Civil Action No. 17-MD-02779 MAS TJB

DECLARATION OF JENNIFER R. SCULLION

I, JENNIFER R. SCULLION, hereby declare as follows:

1. I am an attorney admitted to practice in this Court. I am a partner at Seeger Weiss LLP, counsel of record for Plaintiffs in the above-entitled action. I submit this declaration in support of Class Counsel's application for an award of attorneys' fees and expenses in this action.

2. Insofar as this declaration relates to facts concerning Seeger Weiss's hours, fees, and expenditures, the facts are based on my personal knowledge and/or the books and records kept in the ordinary course of Seeger Weiss business. Insofar as this declaration relates to other costs, like the costs of notice to the Class, the facts are based on information I have been provided by others that I believe to be true and correct.

3. My partners Christopher Seeger, Christopher Ayers, and I have helped lead this class action since its inception. In connection with that, I, or other professionals at Seeger Weiss, have personally participated in all material aspects of

this action, including discovery, motion practice, experts, case strategy, trial preparation, and settlement.

4. Seeger Weiss's leadership and work on this matter included: co-leading briefing of all substantive motions (including motions to dismiss, class certification, Daubert, and motions in limine), taking multiple fact and expert depositions, extensive work with Plaintiffs' liability and damages experts on their reports, and preparing for and defending their depositions, preparing and defending class representatives for depositions, co-leading settlement negotiations, and preparing for trial, including travel overseas to prepare Plaintiffs' liability expert for trial.

5. The schedule attached hereto as Exhibit 1 is a summary of the amount of time spent by each attorney and professional support staff employee of Seeger Weiss who was involved in the action, and the lodestar calculation based on our firm's current billing rates. For personnel who are no longer employed by our firm, the lodestar calculation is based upon the billing rates for such personnel in his or her final year of employment by our firm. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by our firm, which are available at the request of the Court. Time expended in preparing this application for fees and reimbursement of expenses has not been included in this request.

6. The hourly rates for the attorneys and professional support staff in our firm included in Exhibit 1 are the same as the regular rates that would be charged for their services in non-contingent matters and/or which have been accepted in other class litigation.

7. The total number of hours expended on this action by our firm for which we are seeking an award of fees is 8583.5. The total lodestar for our firm for that work is \$6,551,579.

8. Our firm's lodestar figures are based on the firm's billing rates, which do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in our firm's billing rates.

9. Our firm has incurred a total of \$668,935.13 in unreimbursed expenses.

10. The schedule attached hereto as Exhibit 2 is a summary of the unreimbursed expenses our firm has incurred in connection with this action. The expenses incurred in this action are reflected in the books and records of our firm. Those books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred. The expenses were incurred on items and services reasonable and needed for the litigation, including copying and printing, depositions, travel for depositions and for client and witness meetings, expert witness fees, laboratory fees, computerized

research, electronic document collection, processing, and review, contract lawyers to assist with document review, and mediation.

11. I have reviewed the underlying billing and expense records that are summarized in Exhibit 1 and Exhibit 2. The purpose of this review was to confirm both accuracy as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary or duplicative. As a result of this review and the relevant adjustments made, I believe that the time and expense reflected are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation.

12. In addition, I have been informed and believe that our class notice and settlement administrator, Epiq, estimates that the total costs of notice will amount to \$75,000. Epiq's invoices to date total \$38,000.

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

Dated: September 24, 2024

s/ Jennifer R. Scullion
Jennifer R. Scullion

EXHIBIT 1

IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES PRACTICES
LITIGATION TIME REPORT

SEEGER WEISS

Name	Total Hours	Current Hourly Rate	Lodestar
Adam Isaacson (PA)	59.20	\$395.00	\$23,384.00
Amy Fratkin (A)	362.00	\$500.00	\$181,000.00
Amy Sanchez (PA)	5.90	\$395.00	\$2,330.50
Asa R. Danes (A)	107.30	\$775.00	\$83,157.50
Ben Haas (PA)	3.80	\$325.00	\$1,235.00
Caleb Seeley (P)	39.30	\$1,025.00	\$40,282.50
Caroline Choe (PA)	1.00	\$215.00	\$215.00
Christopher A. Seeger (P)	5.00	\$1,395.00	\$6,975.00
Christopher Ayers (P)	2,162.50	\$1,075.00	\$2,324,687.50
Darryl Bailey (PA)	1.00	\$215.00	\$215.00
David Tawil (A)	154.80	\$825.00	\$127,710.00
Denis Carey (A)	484.50	\$525.00	\$254,362.50
Elina Rakhlin (A)	96.00	\$375.00	\$36,000.00
Erica Kubly (A)	29.50	\$825.00	\$24,337.50
Hillary Fidler (A)	16.40	\$595.00	\$9,758.00
Jennifer Scullion (P)	1,339.60	\$1,275.00	\$1,707,990.00
Jerry Neiman (A)	13.00	\$475.00	\$6,175.00
Kseniya Lezhnev (A)	243.40	\$495.00	\$120,483.00
Laura Muldowney (A)	784.10	\$525.00	\$411,652.50
Leslie Kramer (PA)	8.00	\$295.00	\$2,360.00
Margaret Hernandez (PA)	14.50	\$275.00	\$3,987.50
Mia Bornstein (LS)	19.50	\$250.00	\$4,875.00
Nigel Halliday (A)	132.50	\$825.00	\$109,312.50
Oneil Bryan (PA)	3.50	\$395.00	\$1,382.50
Sabrina Tyjer (PA)	2,287.90	\$395.00	\$903,720.50
Samara K Weiss (PA)	21.50	\$215.00	\$4,622.50
Scott George (P)	152.20	\$975.00	\$148,395.00
Scott Siegel (PA)	6.00	\$325.00	\$1,950.00
Steven Daroci (P)	3.50	\$975.00	\$3,412.50
Will Wong (PA)	26.10	\$215.00	\$5,611.50
Total	8583.5		\$6,551,579

Partner (P)
Paralegal (PA)
Associate (A)
Law student (LS)

EXHIBIT 2

**IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES
PRACTICES LITIGATION EXPENSES REPORT**

FIRM NAME: **SEEGER WEISS**

REPORTING PERIOD: Inception through September 3, 2024

DESCRIPTION	CUMULATIVE EXPENSES
Transportation	7,179.01
Copying/Printing Services	17,909.05
Computer Services	71,368.07
Court Filing Fees	150.00
Deposition Transcripts	5,332.97
Consulting Related To Discovery	12,098.22
Expert Reports	49,000.00
Federal Express	895.05
Hotels	2,760.36
Professional/Legal Service/Fees	206,328.97
Litigation Fund	210,000.00
Meals	2,908.11
Process Server Fees	1,724.65
Research	2,079.45
Software	69,633.03
Telephone	199.90
Transcripts	18.00
Travel Insurance	1,023.98
Video Reproduction Fees	8,326.31
TOTAL EXPENSES	668,935.13

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-
MAS-TJB

DECLARATION OF JAMES E. CECCHI FILED ON BEHALF OF CARELLA,
BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C., IN SUPPORT OF
APPLICATION FOR AWARD OF ATTORNEYS' FEES AND EXPENSES

I, James E. Cecchi, Esq. declare as follows:

1. I am a member of the firm of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. (the "Firm"). I am submitting this declaration in support of the application for an award of attorneys' fees and expenses/charges ("expenses") in connection with services rendered in the above-entitled action ("the Action").

2. I am Liaison Counsel for plaintiffs.

3. The information in this declaration regarding the Firm's time and expenses is taken from time and expense reports and supporting documentation prepared and/or maintained by the Firm in the ordinary course of business. I am the partner who oversaw and/or conducted the day-to-day activities in the litigation and I reviewed these reports (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation. Based on this review and the adjustments made, I believe that the time reflected in the Firm's lodestar calculation and the expenses for which payment is sought herein are reasonable and were necessary for the effective and efficient prosecution and resolution of the litigation.

4. The number of hours spent on the litigation by my Firm is 5,395.80. The lodestar amount for attorney/paraprofessional time based on the Firm's current rates is \$3,679,967.50. The hourly rates are consistent with hourly rates submitted by the Firm in other class action litigations. The Firm's rates are set based on periodic analysis of rates charged by firms performing comparable work both on the plaintiff and defense side. For personnel who are no longer employed by the Firm, the rate used for the lodestar calculation is based upon the rate for that person in his or her final year of employment with the Firm. A breakdown of the lodestar for *In*

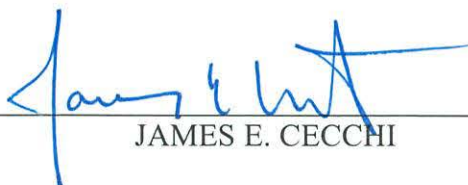
Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation, No. 17-MD-2779 is provided in Exhibit A. The chart set forth as Exhibit A was prepared from contemporaneous daily time records maintained by the Firm.

5. My Firm seeks an award of \$ 32,938.22 in expenses and charges in connection with the prosecution of the litigation. Those expenses and charges are summarized by category in the attached Exhibit B.

6. The expenses pertaining to this case are reflected in the books and records of this Firm. These books and records are prepared from receipts, expense vouchers, check records, and other documents and are an accurate record of the expenses.

7. My firm also contributed \$191,583.00 to the litigation expense fund for certain common expenses in connection with the prosecution of this Action. Those contributions are also summarized in the attached Exhibit B.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 23rd day of September, 2024, at Roseland, NJ.



JAMES E. CECCHI

EXHIBIT A

EXHIBIT A

In re FieldTurf Artificial Turf Marketing and Sales Practice Litigation Expenses Report,
3:17-MD-02279-MAS-TJB
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.
Inception through September 23, 2024

Name		Rate	Hours	Cumulative Lodestar
J E CECCHI	P	\$ 1,300.00	302.5	\$ 393,250.00
GILFILLAN, D G	P	\$ 850.00	263.3	\$ 223,805.00
L H TAYLOR	P	\$ 975.00	7.9	\$ 7,702.50
D A ECKLUND	P	\$ 1,000.00	225.3	\$ 225,300.00
Z S BOWER	P	\$ 950.00	4.4	\$ 4,180.00
C F BARTLETT	P	\$ 975.00	20.6	\$ 20,085.00
M A INNES	P	\$ 950.00	1075.5	\$ 1,021,725.00
K G COOPER	P	\$ 725.00	0.5	\$ 362.50
J A O'BRIEN	OC	\$ 975.00	68.8	\$ 67,080.00
R J LILLIE	A	\$ 650.00	47.8	\$ 31,070.00
A MONCHIK GOLDMAN	A	\$ 550.00	69.5	\$ 38,225.00
A YUSUFOV	A	\$ 550.00	46	\$ 25,300.00
M M MAKHAIL	A	\$ 400.00	229.1	\$ 91,640.00
J M STEELE	A	\$ 600.00	6.4	\$ 3,840.00
B F O'TOOLE	A	\$ 600.00	23.9	\$ 14,340.00
F FONTE	A	\$ 550.00	277.5	\$ 152,625.00
S CHOPRA	A	\$ 550.00	253.5	\$ 139,425.00
G MAROTTA	A	\$ 550.00	194	\$ 106,700.00
J GUTIERREZ	A	\$ 550.00	320	\$ 176,000.00
J SCHULTZ	A	\$ 550.00	1527.6	\$ 840,180.00
CLARA VIERA	Para.	\$ 225.00	52.2	\$ 11,745.00
LUIS CARABALLO	Para.	\$ 225.00	2.9	\$ 652.50
LAURA TEMPESTA	Para.	\$ 225.00	22.6	\$ 5,085.00
KELLY MARTINEZ K	Para.	\$ 225.00	2.5	\$ 562.50
JEFFREY FALDUTO	Para.	\$ 225.00	66.3	\$ 14,917.50
M E RAGO	Para.	\$ 225.00	7.3	\$ 1,642.50
TYLER PIERSON	LC	\$ 225.00	7.7	\$ 1,732.50
JEREMY STEPHENS	LC	\$ 225.00	39	\$ 8,775.00
SALVATORE D'ALIA	LC	\$ 225.00	9	\$ 2,025.00
ALEXA IANNELLI	LC	\$ 225.00	2.2	\$ 495.00
AHMAD ABURAS	LC	\$ 225.00	34.9	\$ 7,852.50
KENNETH McPHERSON	LC	\$ 225.00	22.7	\$ 5,107.50

JOHN F MORIARTY	LC	\$	225.00	38.6	\$	8,685.00
ADAM J. CASNER	LC	\$	225.00	13.2	\$	2,970.00
ALESSANDRA MOORE	LC	\$	225.00	0.9	\$	202.50
SARAH MICHIGAN	LC	\$	225.00	1.2	\$	270.00
T LUHN	LC	\$	225.00	0.5	\$	112.50
P WAY	LC	\$	225.00	0.8	\$	180.00
I LETTIRE	LC	\$	225.00	37.4	\$	8,415.00
W WYNKOOP	LC	\$	225.00	2.4	\$	540.00
W MANORY	LC	\$	225.00	43.6	\$	9,810.00
D TEIXEIRA	LC	\$	225.00	11.1	\$	2,497.50
A PATEL	LC	\$	225.00	11.7	\$	2,632.50
N HASSAN	LC	\$	225.00	1	\$	225.00
TOTALS				5395.8	\$	3,679,967.50

P - Partner

OC - Of Counsel

A - Associate

Para. - Paralegal

EXHIBIT B

EXHIBIT B

In re FieldTurf Artificial Turf Marketing and Sales Practice Litigation Expenses Report,
3:17-MD-02279-MAS-TJB
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.
Inception through September 23, 2024

DESCRIPTION	CUMULATIVE TOTAL
LITIGATION EXPENSE FUND	\$ 191,583.00
FILING & MEDIATION FEES	\$ 15,400.00
MESSENGER SERVICES	\$ 413.79
PHOTOCOPIES	\$ 81.00
RESEARCH	\$ 747.00
TELEPHONE	\$ 115.92
TRAVEL	\$ 16,180.51
TOTAL	\$ 224,521.22

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-MAS-TJB

**DECLARATION OF MICHAEL CRITCHLEY, ESQ., FILED ON BEHALF OF
CRITCHLEY, KINUM & LURIA IN SUPPORT OF MOTION FOR APPROVAL OF
ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

I, Michael Critchley, do hereby declare and state as follows:

1. I am a partner in the law firm of Critchley Kinum & Luria (“CKL”). I submit this declaration in support of my firm’s application for an award of attorneys’ fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. The information in this declaration regarding my firm’s time and expenses is documented and reflected in time and expense printouts and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the partner who oversaw the day-to-day activities in the litigation, and I have reviewed these printouts (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result of this review and any adjustments made, I believe that the time reflected in CKL’s lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. 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.

3. The number of hours spent on this litigation by my firm is 44.70. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD--2779 (“Action”) is provided in **Exhibit A**. The lodestar amount for attorney and paralegal (or attorney/paraprofessional) time based on the firm’s current rates is \$21,360.00. The hourly rates shown in **Exhibit A** are the usual and customary rates set by the firm for each individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

4. CKL's expenses and charges in connection with the prosecution of this litigation total \$72,081.20. Those expenses and charges are summarized by expense category in the attached **Exhibit B**.

5. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$ N/A.

(b) Photocopying: \$6.30. In connection with this litigation, the firm made 42 in-house copies, charging \$0.15 per copy. Each time an in-house copy machine is used, our billing system requires that a case or administrative billing code be entered and that is how the 42 copies were identified as related to this case.

(c) Filing, Witness and Other Fees: \$2,074.90. These expenses have been paid to the court for filing fees and to attorney service firms or individuals who either: (i) served process of the complaint or subpoenas, or (ii) obtained copies of court documents for plaintiffs. These costs were necessary to the prosecution of the case in order, among other things, to file the complaints, to serve the complaints and subpoenas, and to investigate the facts.

(d) Court Hearing and Deposition Reporting, and Transcripts: \$ N/A.

(e) Online Database Storage (Everlaw, Inc.): \$1,250.00. These included vendors such as Westlaw, Pacer and Accurint.

(f) Experts/Consultants/Investigators: \$ N/A, as follows:

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of CKL. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses.

7. My firm contributed \$70,000.00 to the litigation expense fund for certain common expenses in connection with the prosecution of this litigation.

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

Executed this 30th of July, 2024, at 75 Livingston Avenue, Roseland, New Jersey.



MICHAEL CRITCHLEY

EXHIBIT A

EXHIBIT A

<u>TIME REPORT</u> – <i>In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation</i>			
FIRM NAME: CRITCHLEY, KINUM & LURIA			
REPORTING PERIOD: Inception – June 28, 2024			
Name (Status)	Total Monthly Hours	Hourly Rate	Cumulative Lodestar
Michael Critchley (P)	4.2	600.00	2,520.00
Michael Critchley, Jr. (P)	.7	600.00	420.00
Amy Luria	12.5	600.00	7,500.00
Christopher Fox (A)	27.3	400.00	10,920.00
TOTALS	44.7		21,360.00

P = Partner A = Associate PL = Paralegal LC = Law Clerk

EXHIBIT B

EXHIBIT B

**IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND
SALES PRACTICES LITIGATION EXPENSES REPORT**

FIRM NAME: CRTCHLEY, KINUM & LURIA
 REPORTING PERIOD: Inception through June 28, 2024

DESCRIPTION	MONTHLY EXPENSES	CUMULATIVE EXPENSES
Delivery Services/Messenger		22.50
Assessment		
Pro Hac / Filing Fees		800.00
Online Database Storage/ Everlaw, Inc.		1,250.00
Long Distance Tel. Calls/ Conference Call		
Postage		2.40
Copies/Printing		6.30
Travel		
Meals		
Witness Fees		
Experts		
Depositions		
Parking		
Process Server		
*Litigation Fund Contribution		70,000.00
TOTAL EXPENSES		72,081.20

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-MAS-TJB

**DECLARATION OF CURTIS M. PLAZA ON BEHALF OF RIKER DANZIG LLP IN
SUPPORT OF MOTION FOR APPROVAL OF ATTORNEYS' FEES, LITIGATION
EXPENSES, AND SERVICE AWARDS**

I, Curtis M. Plaza, do hereby declare and state as follows:

1. I am a partner in the law firm of Riker Danzig (“Riker”). I submit this declaration in support of my firm’s application for an award of attorneys’ fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. The information in this declaration regarding our firm’s time and expenses is documented and reflected in time and expense records prepared and maintained by my firm in the ordinary course of business. I am one of the partners who oversaw the day-to-day activities in the litigation, and I have reviewed these records (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result of this review and any adjustments made, I believe that the time reflected in Riker’s lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. In addition, I believe that the fees and expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

3. The number of hours spent on this litigation by Riker from inception of the representation in November 2016 through June 2024 is 4,707.2. A breakdown of the lodestar for *In Re: FieldTurf Artificial Turf Marketing and Sales Practices Litigation*, No. 17-MD--2779 (“Action”) is provided in **Exhibit A**. The lodestar amount for attorney and paralegal time based on the firm’s current rates is \$1,816,075.50. The hourly rates shown in **Exhibit A** are the usual and customary rates set by the firm for each individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

4. Riker's expenses and charges in connection with the prosecution of this litigation total \$86,825.56. Those expenses and charges are summarized by expense category in the attached **Exhibit B**.

5. The following information explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$6,224.20. In connection with the prosecution of this litigation, the firm has paid for travel expenses for attorneys to attend court hearings, depositions, and meetings with witnesses, mediators and opposing counsel. These expenses include \$1,959.61 in local travel expenses, \$3,726.95 in airfare and hotel expenses and \$537.64 for meals while travelling.

(b) Photocopying: \$328.05. In connection with this litigation, the firm made copies within the firm at a cost expense of \$218.15. In addition, Riker also paid \$109.90 to third-party copy service vendors for copies made in this case.

(c) Filing Fees, Service of Process, Delivery Service and Postage Expenses: \$7,509.57. These expenses include \$256.25 paid to the court for filing fees, \$6,452.40 paid to vendors that served process of the complaint or subpoenas, \$694.32 for courier and delivery services, and \$106.60 for postage. These costs were necessary for the prosecution of the case in order to file, serve, and deliver legal documents in this case.

(d) Court Hearing and Deposition Transcripts: \$4,547.45. Riker Danzig has paid vendors for transcripts of court hearings and transcripts/recordings of depositions in this case.

(e) Docket Access and Online Legal Research: \$5,682.94. These expenses include \$1,015.51 paid by Riker to the PACER Service Center for documents obtained and \$4,667.43 paid by Riker to Westlaw and Lexis for research expenses allocated to this case. For Westlaw and Lexis, Riker has utilized flat-rate contracts for their services. When Riker attorneys utilize a service provided by these vendors, a billing code is entered for the case. At the end of each billing period in which such service is used, Riker's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period. As a result of the contracts negotiated by Riker with these providers, Riker's clients receive

substantial savings in comparison with the “market-rate” for *a la carte* use of such services that some law firms pass on to their clients.

(f) Litigation Fund. In addition to the foregoing, Riker contributed \$62,533.35 in cash to a litigation fund established by leadership in this case used to fund common expenses required to prosecute the case, including, for example, reimbursement of out-of-pocket witness expenses and retention and payment of expert witnesses for their analysis and work in the case.

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of Riker and demonstrate the substantial financial commitment that Riker made and contributed to this case by way of advance payment of expenses and litigation costs to support the case and a potential recovery for claimants, without any guaranty of repayment to Riker. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses. These expenses have not yet been reimbursed to Riker and remain outstanding and payable to Riker.

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

Executed this 9th of August, 2024 at Morristown, New Jersey.

s/Curtis M. Plaza

Curtis M. Plaza

EXHIBIT A

EXHIBIT A

<u>TIME REPORT</u> – <i>In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation</i>			
FIRM NAME: Riker Danzig LLP			
REPORTING PERIOD: November 2016 through June 2024			
Name (Status)	Total Monthly Hours	Hourly Rate	Cumulative Lodestar
Lance Kalik, Partner, 11/1/16-10/31/17	234.8	\$520	\$122,096.00
Lance Kalik, Partner, 11/1/17-10/31/18	51.3	\$540	\$ 27,702.00
Lance Kalik, Partner, 11/1/18-10/31/19	1.3	\$575	\$ 747.50
Lance Kalik, Partner, 11/1/19-10/31/20	1.6	\$600	\$ 960.00
Lance Kalik, Partner, 11/1/20-10/31/21	2.7	\$630	\$ 1,701.00
Lance Kalik, Partner, 11/1/21-10/31/22	11.6	\$680	\$ 7,888.00
Lance Kalik, Partner, 11/1/22-10/31/23	5.8	\$750	\$ 4,350.00
Lance Kalik, Partner, 11/1/23-10/31/24	1.8	\$805	\$ 1,449.00
Curtis Plaza, Partner, 11/1/16-10/31/17	597.6	\$540	\$322,704.00
Curtis Plaza, Partner, 11/1/17-10/31/18	299.3	\$560	\$167,608.00
Curtis Plaza, Partner, 11/1/18-10/31/19	115.0	\$575	\$ 66,125.00
Curtis Plaza, Partner, 11/1/19-10/31/20	91.8	\$600	\$ 55,080.00
Curtis Plaza, Partner, 11/1/20-10/31/21	10.4	\$630	\$ 6,552.00
Curtis Plaza, Partner, 11/1/21-10/31/22	9.7	\$680	\$ 6,596.00
Curtis Plaza, Partner, 11/1/22-10/31/23	39.2	\$750	\$ 29,400.00
Curtis Plaza, Partner, 11/1/23-10/31/24	33.9	\$805	\$ 27,289.50
Zahid N. Quraishi, Partner, 11/1/16-10/31/17	23.1	\$495	\$ 11,434.50
Zahid N. Quraishi, Partner, 11/1/17-10/31/18	2.8	\$515	\$ 1,442.00
Brenda Liss, Partner, 11/1/16-10/31/17	31.0	\$455	\$ 14,105.00
Brenda Liss, Partner, 11/1/17-10/31/18	4.1	\$475	\$ 1,947.50
Victor Ashrafi, Of Counsel, 11/1/21-10/31/22	1.2	\$675	\$ 810.00
James Rothschild, Jr., Of Counsel, 11/1/16-10/31/17	142.8	\$560	\$ 79,968.00
Fiona E. Cousland, Associate, 11/1/19-10/31/20	1.5	\$420	\$ 630.00
Fiona E. Cousland, Associate, 11/1/20-10/31/21	1.5	\$440	\$ 660.00
Natalya G. Johnson, Associate, 11/1/18-10/31/19	28.1	\$400	\$ 11,240.00
Natalya G. Johnson, Associate, 11/1/19-10/31/20	162.9	\$420	\$ 68,418.00
Joshua S. Jacobs, Associate, 11/1/17-10/31/18	56.5	\$410	\$ 23,165.00
Eric James Snowden, Associate, 11/1/22-10/31/23	19.3	\$320	\$ 6,176.00
Eric James Snowden, Associate, 11/1/23-10/31/24	65.2	\$375	\$ 24,450.00
Christen Rafuse, Associate, 11/1/16-10/31/17	2.2	\$280	\$ 616.00
Christen Rafuse, Associate, 11/1/17-10/31/18	314.8	\$295	\$ 92,866.00
Christen Rafuse, Associate, 11/1/18-10/31/19	94.5	\$310	\$ 29,295.00
Christen Rafuse, Associate, 11/1/19-10/31/20	17.4	\$325	\$ 5,655.00
Ashley Higginson, Associate, 11/1/16-10/31/17	190.6	\$220	\$ 41,932.00

Ashley Higginson, Associate, 11/1/17-10/31/18	226.4	\$240	\$ 54,336.00
Ashley Higginson, Associate, 11/1/18-10/31/19	12.1	\$270	\$ 3,267.00
Joseph Wahba, Associate, 9/1/23-10/31/23	10.2	\$250	\$ 2,550.00
Brencis Navia, Associate, 11/1/18-10/31/19	34.7	\$210	\$ 7,287.00
Brencis Navia, Associate, 11/1/19-10/31/20	69.2	\$240	\$ 16,608.00
Adam Garrastegui, Associate, 11/1/18-10/31/19	15.3	\$210	\$ 3,213.00
Adam Garrastegui, Associate, 11/1/19-10/31/20	4.2	\$240	\$ 1,008.00
Michael Trentin, Associate, 11/1/16 – 10/31/17	2.3	\$210	\$ 483.00
Michael Trentin, Associate, 11/1/17 – 10/31/18	324.4	\$225	\$ 72,990.00
Joshua M. Carmel, Associate, 11/1/16-10/31/17	10.2	\$220	\$ 2,244.00
Jeffrey Beer, Counsel, 11/1/16-10/31/17	547.4	\$290	\$158,746.00
Jeffrey Beer, Counsel, 11/1/17-10/31/18	414.4	\$310	\$128,464.00
Jeffrey Beer, Counsel, 11/1/18-10/31/19	25.1	\$340	\$ 8,534.00
Jeffrey Beer, Counsel, 11/1/19-10/31/20	22.7	\$360	\$ 8,172.00
Jeffrey Beer, Counsel, 11/1/20-10/31/21	49.1	\$375	\$ 18,412.50
Jeffrey Beer, Counsel, 11/1/21-10/31/22	4.6	\$425	\$ 1,955.00
Jeffrey Beer, Counsel, 11/1/22-3/31/2023	12.0	\$450	\$ 5,400.00
Jeffrey Beer, Partner, 4/1/23-10/31/2023	27.50	\$495	\$ 13,612.50
Jeffrey Beer, Partner, 11/1/23-12/31/2023	3.4	\$530	\$ 1,802.00
Jeffrey Beer, Partner, 1/1/24-6/28/24	24.2	\$540	\$ 13,068.00
Silva Dechoyan, Paralegal, 11/1/16-10/31/17	7.7	\$200	\$ 1,540.00
Silva Dechoyan, Paralegal, 11/1/17-10/31/18	5.9	\$205	\$ 1,209.50
Silva Dechoyan, Paralegal, 11/1/18-10/31/19	13.2	\$215	\$ 2,838.00
Silva Dechoyan, Paralegal, 11/1/19-10/31/20	12.4	\$230	\$ 2,852.00
Silva Dechoyan, Paralegal, 11/1/20-10/31/21	5.1	\$240	\$ 1,224.00
Silva Dechoyan, Paralegal, 11/1/21-10/31/22	22.7	\$255	\$ 5,788.50
Silva Dechoyan, Paralegal, 11/1/22-10/31/24	13.5	\$300	\$ 4,050.00
Miriam Stone, Paralegal, 11/1/22-10/31/23	4.5	\$275	\$ 1,237.50
Anne Shuman, Paralegal, 11/1/16-10/31/17	2.8	\$90	\$ 252.00
Anne Shuman, Paralegal, 11/1/17-10/31/18	.8	\$100	\$ 80.00
Patricia Beaulieu, Paralegal, 11/1/17-10/31/18	4.0	\$100	\$ 400.00
Julio Velazquez, Paralegal, 11/1/17-10/31/18	38.1	\$100	\$ 3,810.00
Whitney H. Lazo, Paralegal, 2017-2018	69.8	\$80	\$ 5,584.00
TOTALS	4,707.2		\$1,816,075.50

EXHIBIT B

EXHIBIT B

IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES PRACTICES
LITIGATION EXPENSES REPORT

FIRM NAME: Riker Danzig LLP
REPORTING PERIOD: November 2016 through June 2024

DESCRIPTION	
Local Travel	\$ 1,959.61
Out-of-Town Travel	\$ 3,726.95
Meals while Travelling	\$ 537.64
Photocopying	\$ 218.15
Outside Printing	\$ 109.90
Court Filing Fees	\$ 256.25
Service of Process	\$ 6,452.40
Delivery Services/Messenger	\$ 694.32
Postage	\$ 106.60
Transcripts	\$ 4,547.45
Pacer Service Center	\$ 1,015.51
Online Research	\$ 4,667.43
Contributions to Litigation Expense Fund	\$62,533.35
TOTAL EXPENSES	\$86,825.56

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-MAS-TJB

**DECLARATION OF STEVE W. BERMAN FILED ON BEHALF OF HAGENS
BERMAN SOBOL SHAPIRO LLP IN SUPPORT OF MOTION FOR APPROVAL OF
ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

I, Steve W. Berman, do hereby declare and state as follows:

1. I am a partner in the law firm of Hagens Berman Sobol Shapiro LLP (“HBSS”). I submit this declaration in support of my firm’s application for an award of attorneys’ fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. The information in this declaration regarding my firm’s time and expenses is documented and reflected in time and expense printouts and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the partner who oversaw the day-to-day activities in the litigation and I have reviewed these printouts (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result of this review and any adjustments made, I believe that the time reflected in HBSS’s lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. 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.

3. The number of hours spent on this litigation by my firm is 3,000. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD--2779 (“Action”) is provided in **Exhibit A**. The lodestar amount for attorney and paralegal (or attorney/paraprofessional) time based on the firm’s current rates is \$1,578,755.00. The hourly rates shown in **Exhibit A** are the usual and customary rates set by the firm for each individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

4. HBSS's expenses and charges in connection with the prosecution of this litigation total \$55,245.96. Those expenses and charges are summarized by expense category in the attached **Exhibit B**.

5. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$7,732.60. In connection with the prosecution of this litigation, the firm has paid for travel expenses to attend, among other things, court hearings, to meet with witnesses, and to attend meetings with co-counsel.

(b) Photocopying: \$319.80. In connection with this litigation, the firm made 1,599 in-house copies, charging \$0.20 per copy. Each time an in-house copy machine is used, our billing system requires that a case or administrative billing code be entered and that is how the 1,599 copies were identified as related to this case. In addition, my firm also paid \$31.70 to outside copy vendors.

(c) Filing, Witness and Other Fees: \$415.50. These expenses have been paid to the court for filing fees and to attorney service firms or individuals who either: (i) served process of the complaint or subpoenas, or (ii) obtained copies of court documents for plaintiffs. These costs were necessary to the prosecution of the case in order, among other things, to file the complaints, to serve the complaints and subpoenas, and to investigate the facts.

(d) Court Hearing and Deposition Reporting, and Transcripts: \$50.10.

(e) Online Legal and Financial Research: \$6,553.06. These included vendors such as Westlaw, Pacer and Accurint. These services were used to obtain access to factual databases, legal research and for cite-checking of briefs. This expense represents the expense incurred by HBSS for use of these services in connection with this litigation. The charges for these vendors vary depending upon the type of services requested. For example, HBSS has flat-rate contracts with some of these providers for use of their services. When HBSS utilizes online services provided by a vendor with a flat-rate contract, access to the service is by a billing code entered for the specific case being litigated. At the end of each billing period in which such service

is used, HBSS's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period. As a result of the contracts negotiated by HBSS with certain providers, the Class enjoys substantial savings in comparison with the "market-rate" for *a la carte* use of such services which some law firms pass on to their clients. For example, the "market rate" charged to others by Westlaw for the types of services used by HBSS is more expensive than the rates negotiated by HBSS.

(f) Experts/Consultants/Investigators: \$0.00.

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of HBSS. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses.

7. My firm contributed \$40,000.00 to the litigation expense fund for certain common expenses in connection with the prosecution of this litigation.

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

Executed this 18th of July, 2024 at Seattle, WA.



Steve W. Berman

EXHIBIT A

EXHIBIT A

TIME REPORT – *In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation*

FIRM NAME: Hagens Berman Sobol Shapiro LLP
 REPORTING PERIOD: Inception – June 28, 2024

Name (Status)	Total Monthly Hours	Hourly Rate	Cumulative Lodestar
Jason Zweig (P)	942.8	\$725.00	\$683,530.00
Thomas Loeser (P)	2.8	\$975.00	\$2730.00
Andrew Gordon (A)	18.3	\$350.00	\$6,405.00
Emily Brown (A)	5	\$350.00	\$1,750.00
Anthea Grivas (A)	863.4	\$525.00	\$453,285.00
Jamaia Hampton-Simmons (A)	32	\$375.00	\$12,000.00
John Roeser (A)	767	\$375.00	\$287,625.00
Karthik Murthy (A)	313.3	\$350.00	\$109,655.00
Noreen Andersen (LC)	2.1	\$175.00	\$367.50
Carrie Flexer (PL)	3.5	\$425.00	\$1,487.50
Chavay Williams (PL)	40.6	\$400.00	\$16,240.00
Megan Meyers (PL)	0.2	\$400.00	\$80.00
Nicolle Huerta (PL)	8.5	\$400.00	\$3,400.00
Robert Haegele (PL)	0.5	\$400.00	\$200.00
TOTALS	3,000.00		\$1,578,755.00

P = Partner A = Associate PL = Paralegal LC = Law Clerk

EXHIBIT B

EXHIBIT B

<u>IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES PRACTICES LITIGATION EXPENSES REPORT</u>		
FIRM NAME: Hagens Berman Sobol Shapiro LLP		
REPORTING PERIOD: Inception through June 28, 2024		
DESCRIPTION	MONTHLY EXPENSES	CUMULATIVE EXPENSES
Delivery Services/Messenger		\$0.00
Assessment		\$40,000.00
Pro Hac/Filing Fees		\$415.50
Online Research		\$6,553.06
Long Distance Tel. Calls/ Conference Call		\$0.00
Postage		\$143.20
Copies/Printing		\$351.50
Travel		\$6,985.36
Meals		\$747.24
Witness Fees		\$0.00
Experts		\$0.00
Depositions/Transcripts		\$50.10
Parking		\$0.00
Process Server		\$0.00
TOTAL EXPENSES		\$55,245.96

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-MAS-TJB

**DECLARATION OF ERIC E. TOMASZEWSKI FILED ON BEHALF OF
McMANIMON SCOTLAND AND BAUMANN, LLC IN SUPPORT OF MOTION FOR
APPROVAL OF ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE
AWARDS**

I, Eric E. Tomaszewski, do hereby declare and state as follows:

1. I am a member in the law firm of McManimon Scotland & Baumann, LLC (“MSB”). I submit this declaration in support of my firm’s application for an award of attorneys’ fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. The information in this declaration regarding my firm’s time and expenses is documented and reflected in time and expense printouts and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the partner who oversaw and conducted the day-to-day activities in the litigation and I have reviewed these printouts (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result of this review and any adjustments made, I believe that the time reflected in MSB’s lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. 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.

3. The number of hours spent on this litigation by my firm is 765.5. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD--2779 (“Action”) is provided in **Exhibit A**. The lodestar amount for attorney and paralegal (or attorney/paraprofessional) time based on the firm’s current rates is \$211,518.50. The hourly rates shown in **Exhibit A** are the usual and customary rates set by the firm for each individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

4. MSB's expenses and charges in connection with the prosecution of this litigation total \$1,360.06. Those expenses and charges are summarized by expense category in the attached **Exhibit B**.

5. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$75.69. In connection with the prosecution of this litigation, the firm has paid for travel expenses to attend, among other things, expert witness site visits and client meetings in preparation of pleadings.

(b) Filing, Witness and Other Fees: \$34.37. These expenses have been paid to the court for filing fees and to attorney service firms or individuals who either: (i) served process of the complaint or subpoenas, or (ii) obtained copies of court documents for plaintiffs. These costs were necessary to the prosecution of the case in order, among other things, to file the complaints, to serve the complaints and subpoenas, and to investigate the facts.

(c) Online Document Management: \$1,250.00. These included vendors such as Everlaw, Inc.. These services were used to obtain access to manage and review documents produced in discovery. This expense represents the expense incurred by MSB for use of these services in connection with this litigation. The charges for these vendors vary depending upon the type of services requested. As a result of the contracts negotiated by MSB with certain providers, the Class enjoys substantial savings in comparison with the "market-rate" for *a la carte* use of such services which some law firms pass on to their clients. For example, the "market rate" charged to others by Everlaw for the types of services used by MSB is more expensive than the rates negotiated by MSB.

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of MSB. These books and records are prepared from receipts, expense vouchers, check records 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 this 2nd of August, 2024.

Eric Tomaszewski

Eric E. Tomaszewski, Member

McManimon Scotland & Baumann LLC

75 Livingston Ave., 2nd Fl.

Roseland, New Jersey 07068

etomaszewski@msbnj.com

(tel) 973.622.1800

EXHIBIT A

EXHIBIT A

<u>TIME REPORT</u> – <i>In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation</i>			
FIRM NAME:			
REPORTING PERIOD: Inception – June 28, 2024			
Name (Status)	Total Monthly Hours	Hourly Rate	Cumulative Lodestar
Raymond, Joshua (Partner)	0.2	\$430/hr	\$86.00
Isabel, David (Partner)	52.8	\$485/hr	\$25,608.00
Sherman, James (Of Counsel)	0.5	\$460/hr	\$230.00
Northgrave, William (Partner)	1.6	\$485/hr	\$776.00
Tomaszewski, Eric (Partner)	0.8	\$575/hr	\$460.00
Tomaszewski, Eric (Partner)	198.6	\$330/hr	\$65,538.00
Polles, James (Associate)	2.2	\$280/hr	\$616.00
El-Amoor, Tamer (Paralegal)	192.2	\$175/hr	\$33,635.00
DelGuercio, Ted (Associate)	0.4	\$370/hr	\$148.00
Opel, William (Associate)	295.1	\$280/hr	\$82,628.00
Tirpak, Stephanie (Secretary)	21.1	\$85/hr	\$1,793.50
TOTALS	765.5		\$211,518.50

P = Partner A = Associate PL = Paralegal LC = Law Clerk

EXHIBIT B

EXHIBIT B

**IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND
SALES PRACTICES LITIGATION EXPENSES REPORT**

FIRM NAME:
REPORTING PERIOD: Inception through June 28, 2024

DESCRIPTION	MONTHLY EXPENSES	CUMULATIVE EXPENSES
Delivery Services/Messenger		\$34.37
Assessment		
Pro Hac		
Online Document Management		\$1,250.00
Long Distance Tel. Calls/ Conference Call		
Postage		
Copies/Printing		
Travel		\$55.69
Meals		\$20.00
Witness Fees		
Experts		
Depositions		
Parking		
Process Server		
TOTAL EXPENSES		\$1,360.06

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-MAS-TJB

**DECLARATION OF PATRICK M. WALLACE FILED ON BEHALF OF MILBERG
COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC IN SUPPORT OF MOTION
FOR APPROVAL OF ATTORNEYS' FEES, LITIGATION EXPENSES, AND
SERVICE AWARDS**

I, Patrick M. Wallace, do hereby declare and state as follows:

1. I am a partner in the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”). I submit this declaration in support of my firm’s application for an award of attorneys’ fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. The information in this declaration regarding my firm’s time and expenses is documented and reflected in time and expense printouts and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the partner¹ who oversaw the day-to-day activities in the litigation and I have reviewed these printouts (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result of this review and any adjustments made, I believe that the time reflected in Milberg’s lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. 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.

3. The number of hours spent on this litigation by my firm is 1,999.1. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD--2779 (“Action”) is provided in **Exhibit A**. The lodestar amount for attorney and paralegal (or attorney/paraprofessional) time based on the firm’s current rates is \$1,093,416.00. The hourly rates shown in **Exhibit A** are reduced from the usual and customary rates set by the firm for each

¹ I was the primary associate on this case until elevated to become a partner at Milberg in December 2021. However, because the majority of my time was spent as an associate on the case, I have determined to keep my hours classified as an “associate”.

individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

4. Milberg's expenses and charges in connection with the prosecution of this litigation total \$56,316.19 inclusive of assessments. Those expenses and charges are summarized by expense category in the attached **Exhibit B**.

5. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$23,302.75. In connection with the prosecution of this litigation, the firm has paid for travel expenses to attend, among other things, to meet with numerous fact witnesses that had integral knowledge concerning the facts at issue in this case, and to attend field inspections. Specifically, my firm represented three former employees of the defendant who possessed unique insights into the marketing and sale of the subject product. Given the years of experience with the artificial turf industry in particular and with the defendant in particular, it was imperative to work closely with these former employees to understand the circumstances that gave rise to certain marketing claims, and the actions the defendant took in response to complaints about the subject product. My firm conducted numerous meetings with these former employees, which required international travel.

(b) Photocopying: \$19.95. In connection with this litigation, the firm made in-house copies, charging a de minimis amount per copy. Each time an in-house copy machine is used, our billing system requires that a case or administrative billing code be entered and that is how the copies were identified as related to this case.

(c) Court Hearing and Deposition Reporting, and Transcripts: \$1,791.36.

(d) Online Legal and Financial Research: \$1,194.78. These included vendors such as Westlaw, Pacer and Accurint. These services were used to obtain access to factual databases, legal research and for cite-checking of briefs. This expense represents the expense incurred by Milberg for use of these services in connection with this litigation. The charges for these vendors vary depending upon the type of services requested. As a result of the contracts

negotiated by Milberg with certain providers, the Class enjoys substantial savings in comparison with the “market-rate” for *a la carte* use of such services which some law firms pass on to their clients. For example, upon information and belief the “market rate” charged to others by Westlaw for the types of services used by Milberg is more expensive than the rates negotiated by Milberg.

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of Milberg. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses.

7. My firm contributed \$29,170.44 to the litigation expense fund for certain common expenses in connection with the prosecution of this litigation.

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

Executed this 5 of August, 2024 at Raleigh, North Carolina.



Patrick M. Wallace

EXHIBIT A

EXHIBIT A

TIME REPORT – <i>In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation</i>			
FIRM NAME: Milberg Coleman Bryson Phillips Grossman, PLLC			
REPORTING PERIOD: Inception – June 28, 2024			
Name (Status)	Total Monthly Hours	Hourly Rate	Cumulative Lodestar
Daniel K. Bryson, P	421	\$850	\$357,850.00
Gary M. Mason, P	109.4	\$850	\$92,990.00
Patrick M. Wallace, A	853.6	\$500	\$426,800.00
John H. Bryson, A	98	\$500	\$49,000.00
Benjamin Branda, A	126.5	\$500	\$63,250.00
Danielle Perry, A	23.5	\$500	\$11,750.00
Ali Shinn, PL	59.4	\$250	\$14,850.00
Lucy Eckert, PL	22.4	\$250	\$5,600.00
Scott E. Heldman, PL	285.3	\$250	\$71,325.00
TOTALS	1,999.1		\$1,093,416.00

P = Partner A = Associate PL = Paralegal LC = Law Clerk

EXHIBIT B

EXHIBIT B

**IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND
SALES PRACTICES LITIGATION EXPENSES REPORT**

FIRM NAME: Milberg Coleman Bryson Phillips Grossman
REPORTING PERIOD: Inception through June 28, 2024

DESCRIPTION	CUMULATIVE EXPENSES
Delivery Services/Messenger	\$148.02
Assessment	\$29,170.44
Pro Hac	\$35.91
Online Research	\$1,194.78
Long Distance Tel. Calls/ Conference Call	\$31.34
Postage	\$181.45
Copies/Printing	\$19.95
Travel and Hotels	\$20,852.98
Meals	\$2,449.77
Witness Fees	\$0
Experts	\$0
Depositions	\$1,791.36
Parking	\$442.18
Process Server	\$0
TOTAL EXPENSES	\$56,316.19

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-MAS-TJB

**DECLARATION OF ADAM M. MOSKOWITZ FILED ON BEHALF OF THE
MOSKOWITZ LAW FIRM, PLLC IN SUPPORT OF MOTION FOR APPROVAL OF
ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

I, Adam M. Moskowitz, do hereby declare and state as follows:

1. I am the Managing Partner in the law firm of The Moskowitz Law Firm, PLLC (MLF). I submit this declaration in support of my firm's application for an award of attorneys' fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. Co-Lead Counsel, MLF filed the first nationwide federal class action lawsuit against FieldTurf on December 14, 2016. MLF spent many months investigating these specific claims and coordinating with plaintiffs' counsel from across the country who were investigating similar claims. MLF, and its co-counsel, performed much of the preliminary work needed to prepare this case for class certification, including briefing the first motion to dismiss, negotiating a Confidentiality and Protective Order; serving requests for production and interrogatories; noticing a corporate representative deposition; drafting a comprehensive ESI protocol; issuing more than a dozen subpoenas to third-parties, preparing an Open Public Records Act requests, consulting with experts in the artificial turf industry; visiting more than fifteen fields at issue in this litigation; and starting review of the more than 450,000 pages of documents from the *TenCate* litigation produced by FieldTurf.

3. The Court then appointed me a Co-Lead Class Counsel. As Court appointed Co-Lead Class Counsel, MLF (preceded by KTT), contributed significantly to this litigation. MLF was counsel of record in this action since its inception. Among many other tasks, MLF successfully helped brief and argue several issues in this case, including successfully opposing FieldTurf's motion to dismiss and the briefing on Plaintiffs' successful renewed motion for class certification. Other important tasks included MLF spearheading the Class Representative deposition process, taking and defending many depositions and witness interviews, arguing hearings, reviewing thousands of documents produced by FieldTurf, working with Plaintiffs' experts, and preparing the case for trial.

4. MLF, along with Co-Lead Counsel and Liaison Counsel, actively participated in, and successfully negotiated the settlement of this matter. The negotiations extended over an

extensive period of time. The Settlement was a culmination of many hours of telephonic and in-person discussions relating to the settlement terms, and case strategy related to potential further litigation, trial, and the risks of the defenses. Further, MLF and its attorneys drafted and/or revised many of the settlement documents and continue to participate daily work to seek approval of the settlements. This work will continue.

5. The information in this declaration regarding my firm's time and expenses is documented and reflected in time and expense entries and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the partner who oversaw the day-to-day activities in the litigation and I have reviewed these entries (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result of this review and any adjustments made, I believe that the time reflected in MLF's lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. 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.

6. The number of hours spent on this litigation by my firm and my predecessor firm Kozyak Tropin and Throckmorton, LLP ("KTT") is 11,509.90. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD--2779 ("Action") is provided in **Exhibit A**. The lodestar amount for attorney and paralegal (or attorney/paraprofessional) time based on the firm and KTT's current rates are \$10,054,090. The hourly rates shown in **Exhibit A** are the usual and customary rates set by the firm for each individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

7. MLF and KTT's expenses and charges in connection with the prosecution of this litigation total \$314,627.18. Those expenses and charges are summarized by expense category in the attached **Exhibit B**.

8. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$39,302.38. In connection with the prosecution of this litigation, the firm has paid for travel expenses to attend, among other things, witness and expert meetings; field inspections; settlement meetings, depositions, and Court hearings.

(b) Photocopying: \$1,262.00. In connection with this litigation, the firm made 35,152 in-house copies, charging \$0.20 per copy. Each time an in-house copy machine is used, our billing system requires that a case or administrative billing code be entered and that is how the copies were identified as related to this case.

(c) Filing, Witness and Other Fees: \$202.98. These expenses have been paid to the court for filing fees and to attorney service firms or individuals who either: (i) served process of the complaint or subpoenas, or (ii) obtained copies of court documents for plaintiffs. These costs were necessary to the prosecution of the case in order, among other things, to file the complaints, to serve the complaints and subpoenas, and to investigate the facts.

(d) Court Hearing and Deposition Reporting, and Transcripts: \$5,768.54.

(e) Online Legal and Financial Research: \$36,779.34. These included vendors such as Westlaw, Pacer and Accurint. These services were used to obtain access to factual databases, legal research and for cite-checking of briefs. This expense represents the expense incurred by MLF for use of these services in connection with this litigation. The charges for these vendors vary depending upon the type of services requested. For example, MLF has flat-rate contracts with some of these providers for use of their services. When MLF utilizes online services provided by a vendor with a flat-rate contract, access to the service is by a billing code entered for the specific case being litigated. At the end of each billing period in which such service is used,

MLF's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period. As a result of the contracts negotiated by MLF with certain providers, the Class enjoys substantial savings in comparison with the "market-rate" for *a la carte* use of such services which some law firms pass on to their clients. For example, the "market rate" charged to others by Westlaw for the types of services used by MLF is more expensive than the rates negotiated by MLF.

(f) Experts/Consultants/Investigators: \$30,146.04. MLF paid many of the experts hired by the Plaintiffs in this litigation directly instead of through the litigation fund. These include the laboratory that tested the Polymers in this litigation, Plaintiffs testifying and non-testifying experts, and consultants.

9. The foregoing expenses pertaining to this litigation are reflected in the books and records of MLF. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses.

10. My firm and KTT contributed \$141,527.87 to the litigation expense fund for certain common expenses in connection with the prosecution of this litigation.

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

Executed this 24th of September, 2024 in Miami-Dade County, Florida.

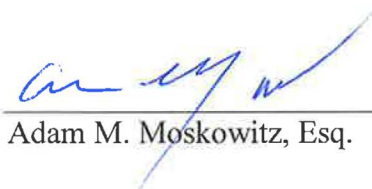

Adam M. Moskowitz, Esq.

EXHIBIT A

EXHIBIT A

TIME REPORT – In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation			
FIRM NAME:			
REPORTING PERIOD: Inception – July 31, 2024			
Name (Status)	Total Monthly Hours	Hourly Rate	Cumulative Lodestar
Adam A. Schwartzbaum (P)	534.90	950.00	\$508,155.00
Adam M. Moskowitz (P)	3,367.60	1,250.00	\$4,209,500.00
Amanda Lopez-Cardet (LC)	9.00	350.00	\$3,150.00
Ana M Perez (LC)	6.00	350.00	\$2,100.00
Amanda C. Rementeria	275.50	350	\$96,425.00
Alejandra M. Albuerne	52.90	375.00	\$19,837.50
Barbara C. Lewis (A)	439.40	875.00	\$384,475.00
Barron Becker (LC)	138.80	350.00	\$48,580.00
C. Chandler Culwell (LC)	220.90	350.00	\$77,315.00
Curtis E. Osceola (A)	397.40	850.00	\$337,790.00
David Khazen (LC)	11.60	350.00	\$4,060.00
Dione Iturria (PL)	482.40	375.00	\$180,900.00
Giovanna C. Spargo (LC)	20.20	350.00	\$7,070.00
Howard M. Bushman (P)	1,980.00	1,150.00	\$2,277,000.00
Jaymie Valle (PL)	3.60	375.00	\$1,350.00
Jessica Werner Moskowitz (PL)	14.00	350.00	\$4,900.00
Joey Rafaeli (LC)	10.50	350.00	\$3,675.00
Joseph M. Kaye (P)	203.40	950.00	\$193,230.00
Karina Oms (LC)	12.30	350.00	\$4,305.00
Leo A. Wiesinger (LC)	15.10	350.00	\$5,285.00
Lorenza B. Ospina (PL)	159.30	375.00	\$59,737.50
Nicole Leon (LC)	6.50	350.00	\$2,275.00
Rejane Passos (PL)	99.60	375.00	\$37,350.00
Seth M. Shapiro (A)	26.30	875.00	\$23,012.50
Stephanie M. Sabellico (PL)	2.60	350.00	\$910.00
TOTALS	8,489.80		\$8,492,387.50

P = Partner A = Associate PL = Paralegal LC = Law Clerk

EXHIBIT B

EXHIBIT B

IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES PRACTICES LITIGATION EXPENSES REPORT

FIRM NAME:
 REPORTING PERIOD: Inception through June 30, 2024

DESCRIPTION	MONTHLY EXPENSES	CUMULATIVE EXPENSES
Delivery Services/Messenger		
Assessment		\$ 73,378.07
Pro Hac		
Online Research		\$ 36,779.34
Long Distance Tel. Calls/ Conference Call		\$ 81.78
Postage		
Copies/Printing		\$ 1,262.00
Travel		\$ 32,315.00
Meals		\$ 5,125.23
Transportation		\$ 1,740.95
Witness Fees		
Experts		\$ 30,146.04
Depositions		\$ 5,768.54
Mediation		\$ 121.20
Parking		\$ 336.88
Process Server		
TOTAL EXPENSES		\$187,055.03

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE; FIELDTURF ARTIFICIAL TURF) MDL NO. 2779
MARKETING AND SALES PRACTICES)
LITIGATION) CIVIL ACTION NO. 3:17-MD-02279-MAS-TJB
_____)

DECLARATION OF MARK J. DEARMAN FILED ON BEHALF OF ROBBINS GELLER
RUDMAN & DOWD LLP IN SUPPORT OF MOTION FOR APPROVAL OF ATTORNEYS'
FEES, LITIGATION EXPENSES, AND SERVICE AWARDS

I, MARK J. DEARMAN, do hereby declare and state as follows:

1. I am a partner in the law firm of Robbins Geller Rudman & Dowd LLP (Robbins Geller” or the “Firm”). I submit this declaration in support of my Firm’s application for an award of attorneys’ fees and litigation expenses and charges (“expenses”) in connection with the services we rendered in the above-entitled action (the “Action”).

2. The information in this declaration regarding my Firm’s time and expenses is documented and reflected in time and expense printouts and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the partner who oversaw and conducted the day-to-day activities in this action, and I have reviewed these printouts (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result of this review and any adjustments made, I believe that the time reflected in the Firm’s lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount 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.

3. The number of hours spent on this litigation by my Firm is 2,431.80,. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD-2779 is provided in Exhibit A. The lodestar amount for attorney and paraprofessional time based on the firm’s current rates is \$1,378,377.00. The hourly rates shown in Exhibit A are the

usual and customary rates set by the Firm for each individual attorney or other paraprofessional. The chart set forth as Exhibit A was prepared from contemporaneous daily time records maintained by the Firm.

4. Robbins Geller's expenses and charges in connection with the prosecution of this Action total \$47,617.05. Those expenses and charges are summarized by category in the attached Exhibit B.

5. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels, and Meals: \$4,685.74. In connection with the prosecution of this Action, the Firm has paid for travel expenses to attend, among other things, attend PSC meetings and the initial conference.

(b) Photocopies: \$93.01. In connection with this Action, , the Firm made 304 in-house copies, charging \$0.15 per copy for a total of \$45.60. Each time an in-house copy machine is used, our billing system requires that a case or administrative billing code be entered and that is how the 304 copies were identified as related to this case. In addition, my Firm also paid \$47.41 to an outside copy vendor.

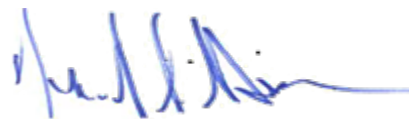
(c) Online Legal and Financial Research: \$2,463.89. These included vendors such as Westlaw LexisNexis products. These services were used to obtain access to factual databases, legal research, and for cite-checking of briefs. This expense represents the expense incurred by Robbins Geller for use of these services in connection with this Action. The charges for these vendors vary depending upon the type of services requested. For example, Robbins Geller has flat-rate contracts with some of these providers for use of their services. When Robbins Geller utilizes online services provided by a vendor with a flat-rate contract, access to the service

is achieved by using a billing code entered for the specific case being litigated. At the end of each billing period in which such service is used, Robbins Geller's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period. As a result of the contracts negotiated by Robbins Geller with certain providers, the Class enjoys substantial savings in comparison with the market-rate for *a la carte* use of such services which some law firms pass on to their clients. For example, the market rate charged to others by Westlaw for the types of services used by Robbins Geller is more expensive than the rates negotiated by Robbins Geller.

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of Robbins Geller. These books and records are prepared using receipts, expense vouchers, check records and other documents and an accurate record of the expenses.

7. Assessments. My firm contributed \$40,000.00 to the litigation expense fund for certain common expenses in connection with the prosecution of this Action.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 1st day of August, 2024 at Boca Raton, Florida.



MARK J. DEARMAN

EXHIBIT A

EXHIBIT A

<u>TIME REPORT</u> – <i>In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation</i>			
FIRM NAME: Robbins Geller Rudman & Dowd LLP			
REPORTING PERIOD: Inception – February 23, 2024			
Name (Status)	Total Hours	Hourly Rate	Cumulative Lodestar
Alperstein, Jason H. (P)	187.10	840	\$ 157,164.00
Antullis, Dorothy P. (P)	77.20	955	73,726.00
Bays, Lea M. (P)	11.50	915	10,522.50
Davidson, Stuart (P)	3.80	1,050	3,990.00
Dearman, Mark J. (P)	198.40	1,100	218,240.00
Geller, Paul J. (P)	28.60	1,400	40,040.00
Cohen, Alexander C. (A)	12.50	560	7,000.00
Davis, Alina (A)	4.20	750	3,150.00
Marenco, Ricardo J. (A)	244.30	540	131,922.00
Bowens, M. Lamontt (OC)	348.00	480	167,040.00
Taylor, Lindsey H. (OC)	12.90	1,200	15,480.00
Brown, Gregory T. (PA)	144.50	425	61,412.50
Kosches, Jon B. (PA)	868.00	425	368,900.00
Mencher, Maria C. (PA)	16.10	475	7,647.50
Morgenstern, Jonathan D. (PA)	6.50	425	2,762.50
O'Neill, Petra Redchuk (PA)	132.80	425	56,440.00
Ellman, Steven (I)	43.00	350	15,050.00
Milliron, Christine (LS)	1.20	415	498.00
Hanson, Katina M. (PL)	60.70	410	24,887.00
Puerto, Patricia (PL)	10.00	410	4,100.00
Tack, Deborah V. (PL)	20.50	410	8,405.00
TOTALS	2,431.80		\$ 1,378,377.00

- (P) Partner
- (A) Associate
- (OC) Of Counsel
- (PA) Project Attorney
- (I) Investigator
- (LS) Litigation Support
- (PL) Paralegal

EXHIBIT B

EXHIBIT B

**IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND
SALES PRACTICES LITIGATION EXPENSES REPORT**

FIRM NAME: Robbins Geller Rudman & Dowd LLP
REPORTING PERIOD: Inception through April 2, 2020

DESCRIPTION	CUMULATIVE EXPENSES
Delivery Services/Messenger	\$ 304.10
Assessment	40,000.00
Online Research	2,463.89
In-House Telephone	63.54
Postage	6.77
In House Photocopies	45.60
Outside Photocopies	47.41
Transportation, Hotels and Meals	4,685.74
TOTAL EXPENSES	\$ 47,617.05

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-
MAS-TJB

**DECLARATION OF ALEXANDER ROBERTSON, IV FILED ON
BEHALF OF ROBERTSON & ASSOCIATES, LLP IN SUPPORT OF
MOTION FOR APPROVAL OF ATTORNEYS' FEES, LITIGATION
EXPENSES, AND SERVICE AWARDS**

I, Alexander Robertson, IV, do hereby declare and state as follows:

1. I am a partner in the law firm of Robertson & Associates, LLP (“ROBERTSON”). I submit this declaration in support of my firm’s application for an award of attorneys’ fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. The information in this declaration regarding my firm’s time and expenses is documented and reflected in time and expense printouts and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the partner who oversaw and conducted the day-to-day activities in the litigation and I have reviewed these printouts (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result

of this review and any adjustments made, I believe that the time reflected in ROBERTSON's lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. 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.

3. The number of hours spent on this litigation by my firm is 1,288.60. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD--2779 ("Action") is provided in **Exhibit A**. The lodestar amount for attorney and paralegal (or attorney/paraprofessional) time based on the firm's current rates is \$625,997.50. The hourly rates shown in **Exhibit A** are the usual and customary rates set by the firm for each individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

4. ROBERTSON's expenses and charges in connection with the prosecution of this litigation total \$79,873.44. Those expenses and charges are summarized by expense category in the attached **Exhibit B**.

5. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$10,956.56. In connection with the prosecution of this litigation, the firm has paid for travel expenses to attend, among other things, court hearings, to meet with witnesses, and to take or defend depositions.

(b) Photocopying: \$6,425.20. In connection with this litigation, the firm made 32,126 in-house copies, charging \$0.20 per copy. Each time an in-house copy machine is used, our billing system requires that a case or administrative billing

code be entered and that is how the 32,126 copies were identified as related to this case.

(c) Filing, Witness and Other Fees: \$2,194.78. These expenses have been paid to the court for filing fees and to attorney service firms or individuals who either: (i) served process of the complaint or subpoenas, or (ii) obtained copies of court documents for plaintiffs. These costs were necessary to the prosecution of the case in order, among other things, to file the complaints, to serve the complaints and subpoenas, and to investigate the facts.

(d) Court Hearing and Deposition Reporting, and Transcripts: \$.00.

(e) Online Legal and Financial Research: \$7,796.90. These included vendors such as Westlaw, Pacer and Accurint. These services were used to obtain access to factual databases, legal research and for cite-checking of briefs. This expense represents the expense incurred by ROBERTSON for use of these services in connection with this litigation. As a result of the contracts negotiated by ROBERTSON with certain providers, the Class enjoys substantial savings in comparison with the "market-rate" for *a la carte* use of such services which some law firms pass on to their clients. For example, the "market rate" charged to others by Westlaw for the types of services used by ROBERTSON is more expensive than the rates negotiated by ROBERTSON.

(f) Experts/Consultants/Investigators: \$12,500.00, as follows:

(i) \$5,000.00 Turf Alliance Consultants;

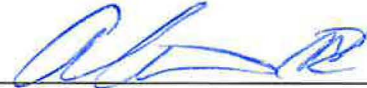
(ii) \$7,500.00 J. Schedler 50% retainer.

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of ROBERTSON. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses.

7. My firm contributed \$40,000.00 to the litigation expense fund for certain common expenses in connection with the prosecution of this litigation.

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

Executed this 6th of August, 2024 at Westlake Village, California.



ALXANDER ROBERTSON, IV

EXHIBIT A

EXHIBIT A

TIME REPORT – *In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation*

FIRM NAME: Robertson & Associates, LLP
REPORTING PERIOD: Inception – June 28, 2024

Name (Status)	Total Monthly Hourly	Hourly Rate	Cumulative Lodestar
Alexander Robertson, IV (P)	329.30	\$750	\$246,975.00
Mark J. Uyeno (A)	653.60	\$500	\$325,525.00
Elisabeth Dagorrette (PL)	305.70	\$175	\$ 53,497.50
TOTALS	1,288.60		\$625,997.50

P = Partner A = Associate PL = Paralegal LC = Law Clerk

EXHIBIT B

EXHIBIT B

<u>IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES PRACTICES LITIGATION EXPENSES REPORT</u>		
FIRM NAME: Robertson & Associates, LLP		
REPORTING PERIOD: Inception through June 28, 2024		
DESCRIPTION	MONTHLY EXPENSES	CUMULATIVE EXPENSES
Delivery Services/Messenger		\$131.91
Assessment (Lit Fund Expense)		\$40,000.00
Pro Hac		\$1,100.00
Online Research		\$7,796.90
Long Distance Tel. Calls/Conference Call		\$70.09
Postage		\$301.53
Copies/Printing		\$6,425.20
Travel		\$10,956.56
Meals		\$0.00
Witness Fees		\$0.00
Experts		\$12,500.00
Depositions		\$0.00
Parking		\$0.00
Process Server/Filing Fees		\$591.25
TOTAL EXPENSES		\$79,873.44

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-MAS-TJB

**DECLARATION OF ADAM E. POLK FILED ON BEHALF OF GIRARD SHARP LLP
IN SUPPORT OF MOTION FOR APPROVAL OF ATTORNEYS' FEES,
LITIGATION EXPENSES, AND SERVICE AWARDS**

I, Adam E. Polk, do hereby declare and state as follows:

1. I am a partner in the law firm of Girard Sharp LLP (“Girard Sharp”). I submit this declaration in support of my firm’s application for an award of attorneys’ fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. The information in this declaration regarding my firm’s time and expenses is documented and reflected in time and expense printouts and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the partner who oversaw the day-to-day activities in the litigation and I have reviewed these printouts (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As part of my audit, and in the interests of ensuring that our time is conservatively reported, I also eliminated billers who performed less than five hours of work on the case. As a result of this review and any adjustments made, I believe that the time reflected in Girard Sharp’s lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. 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.

3. The number of hours spent on this litigation by my firm is 2,672.90. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD--2779 (“Action”) is provided in **Exhibit A**. The lodestar amount for attorney and paralegal (or attorney/paraprofessional) time based on the firm’s current rates is \$1,625,192.50. The hourly rates shown in **Exhibit A** are the usual and customary rates set by the firm for each individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

4. Girard Sharp's expenses and charges in connection with the prosecution of this litigation total \$55,501.38. Those expenses and charges are summarized by expense category in the attached **Exhibit B**.

5. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$7,781.90. In connection with the prosecution of this litigation, the firm has paid for travel expenses to attend, among other things, court hearings, to meet with witnesses, and cocounsel.

(b) Photocopying: \$1,980.80. In connection with this litigation, the firm made 9,904 in-house copies, charging \$0.20 per copy. Each time an in-house copy machine is used, our billing system requires that a case or administrative billing code be entered and that is how the 9,904 copies were identified as related to this case. In addition, my firm also paid \$2,706.91 to outside copy vendors.

(c) Filing, Witness and Other Fees: \$10,264.56. These expenses have been paid to the court for filing fees and to attorney service firms or individuals who either: (i) served process of the complaint or subpoenas, (ii) obtained copies of court documents for plaintiffs (iii) overnight courier, (iv) long distance, and (v) postage. These costs were necessary to the prosecution of the case in order, among other things, to file the complaints, to serve the complaints and subpoenas, and to investigate the facts.

(d) Online Legal and Financial Research: \$9,634.18. These included vendors such as Westlaw, Pacer and Accurint. These services were used to obtain access to factual databases, legal research and for cite-checking of briefs. This expense represents the expense incurred by Girard Sharp for use of these services in connection with this litigation. The charges for these vendors vary depending upon the type of services requested, which are subject to negotiation by Girard Sharp. As a result of the contracts negotiated by Girard Sharp with certain providers, the Class enjoys substantial savings in comparison with the "market-rate" for *a la carte* use of such services which some law firms pass on to their clients. For example, the "market rate"

charged to others by Westlaw for the types of services used by Girard Sharp is more expensive than the rates negotiated by Girard Sharp.

(e) Experts/Consultants/Investigators: \$32,767.21, as follows:

- (i) Phillips Computer Forensics;
- (ii) Sports field impact testing;

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of Girard Sharp. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses.

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

Executed this 5th of August, 2024 at Diablo, California.



Adam E. Polk

EXHIBIT A

EXHIBIT A

TIME REPORT – <i>In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation</i>			
GIRARD SHARP LLP: REPORTING PERIOD: Inception – June 28, 2024			
Name (Status)	Total Monthly Hours	Hourly Rate	Cumulative Lodestar
Daniel C. Girard (Partner)	137.20	\$ 1,195.00	\$ 163,954.00
Adam E. Polk (Partner)	132.70	\$ 975.00	\$ 129,382.50
Jordan Elias (Partner)	131.00	\$ 1,050.00	\$ 137,550.00
Tom Watts (Partner)	148.30	\$ 825.00	\$ 122,347.50
Trevor T. Tan (Associate)	107.80	\$ 850.00	\$ 91,630.00
Mani Goehring (Associate)	316.50	\$ 600.00	\$ 189,900.00
Makenna Cox (Associate)	58.30	\$ 600.00	\$ 34,980.00
Angelica Ornelas (Associate)	615.60	\$ 580.00	\$ 357,048.00
Elizabeth Kramer (Associate)	25.10	\$ 550.00	\$ 13,805.00
Sylvain Frayer (Associate)	144.90	\$ 425.00	\$ 61,582.50
Paige Pulley (Associate)	186.60	\$ 340.00	\$ 63,444.00
Lauren Walsh (Associate)	659.60	\$ 390.00	\$ 257,244.00
Anne-Michele von Goetz	9.30	\$ 250.00	\$ 2,325.00
TOTALS	2,672.90		\$ 1,625,192.50

P = Partner A = Associate PL = Paralegal LC = Law Clerk

EXHIBIT B

EXHIBIT B

<u>IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES PRACTICES LITIGATION EXPENSES REPORT</u>		
GIRARD SHARP LLP: REPORTING PERIOD: Inception through June 28, 2024		
DESCRIPTION	MONTHLY EXPENSES	CUMULATIVE EXPENSES
Delivery Services/Messenger	\$ 202.54	\$ 202.54
Assessment		
Pro Hac		
Online Research	\$ 9,634.18	\$ 9,634.18
Long Distance Tel. Calls/ Conference Call	\$ 27.38	\$ 27.38
Postage	\$ 0.46	\$0.46
Copies/Printing	\$ 4,687.71	\$ 4,687.71
Travel	\$ 6,791.47	\$ 6,791.47
Meals	\$ 990.43	\$ 990.43
Witness Fees		
Experts	\$ 32,767.21	\$ 32,767.21
Depositions		
Parking		
Process Server		
Miscellaneous	\$ 400.00	\$ 400.00
TOTAL EXPENSES	\$ 55,501.38	\$ 55,501.38

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-MAS-TJB

**DECLARATION OF LAWRENCE E. BATHGATE FILED ON BEHALF OF
BATHGATE, WEGENER & WOLF, P.C., IN SUPPORT OF MOTION FOR
APPROVAL OF ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE
AWARDS**

I, Lawrence E. Bathgate, do hereby declare and state as follows:

1. I am a partner in the law firm of Bathgate, Wegener, & Wolf, P.C. I submit this declaration in support of my firm's application for an award of attorneys' fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. The information in this declaration regarding my firm's time and expenses is documented and reflected in time and expense printouts and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the **partner** who **oversaw/conducted** the day-to-day activities in the litigation and I have reviewed these printouts (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result of this review and any adjustments made, I believe that the time reflected in firm's lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. 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.

3. The number of hours spent on this litigation by my firm is 1,442.69. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD--2779 ("Action") is provided in **Exhibit A**. The lodestar amount for attorney and paralegal (or attorney/paraprofessional) time based on the firm's current rates is **\$652,337.25**. The hourly rates shown in **Exhibit A** are the usual and customary rates set by the firm for each individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

4. The firm's expenses and charges in connection with the prosecution of this litigation total **\$54,762.39**. Those expenses and charges are summarized by expense category in the attached **Exhibit B**. For a total amount of **\$707,099.64**.

5. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$3,817.83. In connection with the prosecution of this litigation, the firm has paid for travel expenses to attend, among other things, **[court hearings, to meet with witnesses, mediators and opposing counsel and to take or defend depositions.]**

(b) Photocopying: \$108.25. In connection with this litigation, the firm made multiple in-house copies, charging \$0.20 per copy. Each time an in-house copy machine is used, our billing system requires that a case or administrative billing code be entered and that is how the multiple copies were identified as related to this case. **[In addition, my firm also paid \$1,697.50 to outside copy vendors.]**

(c) Filing, Witness and Other Fees: \$0.00. These expenses have been paid to the court for filing fees and to attorney service firms or individuals who either: (i) served process of the complaint or subpoenas, or (ii) obtained copies of court documents for plaintiffs. These costs were necessary to the prosecution of the case in order, among other things, to file the complaints, to serve the complaints and subpoenas, and to investigate the facts.

(d) Court Hearing and Deposition Reporting, and Transcripts: \$0.00.

(e) Online Legal and Financial Research: \$2,986.42. These included vendors such as Westlaw, Pacer and Accurint. These services were used to obtain access to factual databases, legal research and for cite-checking of briefs. This expense represents the expense incurred by the firm for use of these services in connection with this litigation. The charges for these vendors vary depending upon the type of services requested.

(f) Experts/Consultants/Investigators: \$267.08, as follows:

(i) Diane Terpstra;

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of the firm. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses.

7. My firm contributed \$44,706.45 to the litigation expense fund for certain common expenses in connection with the prosecution of this litigation.

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

Executed this 26th of July, 2024 at 2:00, p.m.



Lawrence E. Bathgate

EXHIBIT A

EXHIBIT A

<u>TIME REPORT</u> – <i>In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation</i>			
FIRM NAME:			
REPORTING PERIOD: Inception – June 28, 2024			
Name (Status)	Total Monthly Hours	Hourly Rate	Cumulative Lodestar
LAWRENCE E. BATHGATE (P)	407.65	\$900.00	\$366,885.00
CHRISTINA C BEYERLE (PL)	62.50	\$100.00	\$18,750.00
DANIEL J. CARBONE (A)	53.80	\$300.00	\$16,140.00
JOANN G. CARIELLO (PL)	3.55	\$100.00	\$355.00
PAULA J. DAPUZZO (PL)	4.90	\$125.00	\$612.50
KATIE M. DICICCO (PL)	6.00	\$100.00	\$600.00
RYAN M. FARRELL (A)	41.60	\$250.00	\$10,400.00
PAULETTE A. GERICHTER (PL)	94.54	\$125.00	\$11,817.50
CHRISTOPHER B. HEALY (A)	342.65	\$300.00	\$102,795.00
JENNIFER P. KOCH (PL)	0.10	\$100.00	\$10.00
NICHOLAS L. LEIDER (A)	4.00	\$250.00	\$1,000.00
RYAN S. MALC (A)	77.25	\$275.00	\$21,243.75
BRIAN W. MCALINDIN (P)	7.70	\$450.00	\$3,465.00
KIMBERLY T. PIZUTELLI (PL)	0.20	\$100.00	\$20.00
JOHN J. REILLY (P)	48.60	\$485.00	\$23,571.00
KATIE E. RUSH (PL)	58.30	\$100.00	\$5,830.00
KYLE R. TOGNAN (A)	229.10	\$300.00	\$68,730.00
WILLIAM J. WOLF (P)	0.25	\$450.00	\$112.50
TOTALS	1,442.69		\$652,337.25

P = Partner A = Associate PL = Paralegal LC = Law Clerk

EXHIBIT B

EXHIBIT B

**IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND
SALES PRACTICES LITIGATION EXPENSES REPORT**

FIRM NAME:

REPORTING PERIOD: Inception through June 28, 2024

DESCRIPTION	MONTHLY EXPENSES	CUMULATIVE EXPENSES
Pacer		\$257.10
Copies/Printing		\$108.25
Report Fees		\$400.00
Lexus Nexus Online Research		\$470.92
Tel. Calls/Conference Call		\$85.15
Courier Services		\$33.00
Federal Express		\$189.79
Travel		\$3,817.83
West Law		\$2,729.32
Contribution to next phase of litigation		\$44,706.45
Consultation Fee - Diane Terpstra		\$267.08
Copying Services		\$1,697.50
TOTAL EXPENSES		\$54,762.39

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

IN RE FIELDTURF ARTIFICIAL
TURF SALES AND MARKETING
PRACTICES LITIGATION

MDL NO. 2779

Civil Action No. 17-MD-02779 MAS TJB

**[PROPOSED] ORDER GRANTING CLASS COUNSEL'S MOTION
FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

Upon consideration of Class Counsel's Motion for an Award of Attorneys' Fees, Costs, and Service Awards, and all papers submitted in support of and/or in opposition thereto, and after a hearing thereon held on _____, 2024, it is hereby ORDERED that the Motion is GRANTED. It is also ORDERED that:

1. This Court hereby awards attorneys' fees in the amount of \$6,479,624.16 and reimbursement of costs and expenses in the amount of \$1,845,375.84, as set forth in Class Counsel's Motion to be paid by the Defendants pursuant to the Settlement Agreement. This award shall not diminish the recovery of Class Members under the Settlement. The Court concludes this sum to be fair and reasonable as compensation for the efforts expended on behalf of the Class.

2. Within twenty-one (21) days of entry of this Order, the attorneys' fees, costs, and expenses awarded by the Court shall be paid by the Defendants, notwithstanding the existence of or pendency of any appeal or collateral attack on this Order, on the Settlement, or any part thereof. In the event that this Order is reversed or modified

on appeal, Class Counsel shall be obligated, within twenty-one (21) days after entry of such appellate order, to refund to the Defendants such attorneys' fees, costs and expenses that have been paid. If only a portion of fees, costs and/or expenses is upheld on appeal, Class Counsel will repay to the Defendants the amount necessary to ensure the amount of attorneys' fees, costs and/or expenses complies with such appellate order.

3. The requested Service Award in the amount of \$25,000 for each the Class Representatives is fair and reasonable, is consistent with similar awards granted in this Circuit, and reflects the Class Representatives' service to the Class. The awards are granted.

IT IS SO ORDERED.

The Honorable Michael A. Shipp
United States District Court Judge

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

IN RE: FIELDTURF ARTIFICIAL
TURF
SALES AND MARKETING
PRACTICES LITIGATION

MDL NO. 2789
Civil Action No. 3:17-md-02779-MAS-
TJB

CLASS COUNSEL'S CORRECTED MOTION
FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

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INTRODUCTION

For the last seven years, Class Counsel has vigorously litigated this case. Class Counsel defeated two motions to dismiss, took and produced extensive fact discovery, developed extensive expert discovery, obtained certification of two issue classes, and prepared their case up until the eve of trial¹. Those efforts have resulted in a settlement which offers considerable benefits to the Class.

Class Counsel now seeks (1) reimbursement for their reasonable costs and expenses, including notice costs, in the amount of \$1,844,351.86, (2) service awards of \$25,000 for each named Class Representative, for a total amount of \$175,000, and (3) attorneys' fees in the amount of \$6,480,648.14, for a total amount of \$8,500,000. The requested fees are a mere fraction of the more than \$30,000,000 lodestar accumulated in this case, based on the more than 47,000 hours Class Counsel and the Plaintiffs' Steering Committee has spent prosecuting this litigation over the course of seven years. And because Fieldturf has agreed to pay any costs and fee award separate from and on top of the settlement relief, a cost and fee award will not dilute the settlement benefits available to the Class.

BACKGROUND

On June 1, 2017, the United States Judicial Panel on Multidistrict Litigation

¹ Corrected for scriveners' errors in Litigation Time Report in Exhibit 1 and Total Expenses in Exhibit 2 of the Declaration of Jennifer R. Scullion.

consolidated Plaintiffs' actions in this Court, finding that Plaintiffs' actions assert common claims relating to purported defects in FieldTurf's Duraspine artificial turf product sold from 2005 to 2012. On January 18, 2018, FieldTurf filed a motion to dismiss Plaintiffs' Consolidated Amended Class Action Complaint, which Plaintiffs opposed (ECF No. 91). On August 31, 2018, the Court granted in part and denied in part FieldTurf's motion to dismiss, with leave to amend (ECF Nos. 117 & 118).

On October 1, 2018, as permitted by the Court, Plaintiffs filed their Second Consolidated Amended Class Action Complaint (ECF No. 120). On November 16, 2018, FieldTurf filed a motion to dismiss Plaintiffs' Second Consolidated Amended Class Action Complaint, which Plaintiffs opposed (ECF Nos. 132 & 141). On October 8, 2019, the Court denied FieldTurf's motion to dismiss (ECF Nos. 165 & 166). On October 22, 2019, FieldTurf answered the Second Consolidated Amended Class Action Complaint (ECF No. 167).

On April 5, 2021, Plaintiffs moved for class certification, seeking a nationwide class for their fraudulent concealment and unjust enrichment claims, and New Jersey, New York, Pennsylvania, and California subclasses for their statutory consumer fraud and implied warranty claims, which FieldTurf opposed (ECF No. 211). On July 20, 2021, FieldTurf moved to exclude the opinions of Plaintiffs' artificial turf expert and damages expert, which Plaintiffs opposed (ECF Nos. 228 & 246). On August 18, 2022, the Court denied Plaintiffs' motion for class certification,

granted FieldTurf's motion to exclude the opinion of Plaintiffs' damages expert, and granted in part and denied in part FieldTurf's motion to exclude the opinion of Plaintiffs' artificial turf expert (ECF Nos. 270 & 271).

On October 5, 2022, Plaintiffs filed a renewed motion for class certification, seeking certification of two issue classes on whether FieldTurf's Duraspine product had an inherent defect and whether FieldTurf omitted material information from its marketing materials, which FieldTurf opposed (ECF Nos. 274 & 277). On July 13, 2023, the Court granted Plaintiffs' renewed motion and certified two issue classes and appointed class counsel and class representatives (ECF No. 285). On July 27, 2023, FieldTurf filed a petition for permission to appeal issue class certification with the United States Court of Appeals for the Third Circuit and a companion Motion to Stay before this Court (ECF No. 291). On August 22, 2023, Plaintiffs opposed the Motion to Stay (ECF No. 292). On August 24, 2023, permission to appeal was denied and, accordingly, on October 3, 2024, the Court terminated the Motion to Stay via text order (ECF No. 297).

On December 6, 2023, the Court entered a pretrial scheduling order setting a jury trial on the two issues for April 8, 2024 (ECF No. 302). On January 25, 2024, FieldTurf moved for summary judgment and then on January 29, 2024, FieldTurf filed an amended motion for summary judgment, which Plaintiffs opposed (ECF Nos. 309, 311, & 337). On February 8, 2024, the Parties filed their motions *in limine*

for trial, which were all opposed. On February 23, 2024, following the completion of briefing for the motions *in limine*, the Court encouraged the parties to engage in settlement negotiations.

The Parties then held multiple negotiation sessions, including with the assistance of experienced and eminently qualified mediator Judge Marina Corodemus (ret.), which involved numerous communications via telephone, email, videoconference, and an in-person meeting, both before and after the formal mediation session. Over the course of the ensuing weeks, terms and conditions of the Settlement were debated and negotiated. Ultimately, after vigorous arm's-length negotiations, the Parties came to agree upon the terms and conditions set forth in the Settlement, which was fully executed on May 3, 2024.

On July 2, 2024, the Court granted Plaintiffs' motion for preliminary approval of class action settlement. ECF No. 365.

ARGUMENT

I. The Court Should Award The Requested Attorneys' Fees.

“In a certified class action, the court may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). There are two legal bases for a grant of attorneys’ fees here. First, “[u]nder the exercise of its equitable powers, . . . a federal court may fashion an attorney's fees award to successful litigants who confer a common benefit upon a

class of individuals not participating in the litigation.” *Polonski v. Trump Taj Mahal Assocs.*, 137 F.3d 139, 145 (3d Cir. 1998). “At the heart of this exception [to the traditional rule that parties bear their own legal fees] is a concern for fairness and unjust enrichment; the law will not reward those who reap the substantial benefits of litigation without participating in its costs.” *Id.* Second, many state consumer protection statutes authorize (or mandate) awards of attorneys’ fees to prevailing parties. *E.g.*, N.J. Stat. Ann. § 56:8-19. “The fundamental remedial purpose of [such consumer fraud statutes] dictates that plaintiffs should be able to pursue consumer-fraud actions without experiencing financial hardship.” *Cox v. Sears Roebuck & Co.*, 647 A.2d 454, 465 (N.J. 1994). There is no requirement that a plaintiff turn down a settlement that gives them what they want to preserve their right to fees as a prevailing party—courts can and do award fees where a plaintiff wins through settlement. *Schmoll v. J.S. Hovnanian & Sons, LLC*, 927 A.2d 146, 147 (N.J. App. Div. 2007).

The award of attorneys’ fees in a class action settlement is within the Court’s discretion. *Rossi v. Procter & Gamble Co.*, 2013 WL 5523098, at *9 (D.N.J. Oct. 3, 2013). “[W]here the ‘money paid to attorneys is entirely independent of money awarded to the class, the Court’s fiduciary role in overseeing the award is greatly reduced, because there is no potential conflict of interest between attorneys and class members.’” *Mirakay v. Dakota Growers Pasta Co.*, No. 13-CV-4429 JAP, 2014 WL

5358987, at *11 (D.N.J. Oct. 20, 2014) (quoting *Rossi v. Proctor & Gamble Co.*, No. CIV.A. 11-7238 JLL, 2013 WL 5523098, at *9 (D.N.J. Oct. 3, 2013)).

1. The Lodestar Method Is The Appropriate Means Of Calculating Fees In This Case And It Supports The Requested Award.

“There are two primary methods for calculating attorneys’ fees awards in the class action context: (1) the percentage-of-recovery method; and (2) the lodestar method.” *Dungee v. Davison Design & Dev. Inc.*, 674 F. App’x 153, 156 (3d Cir. 2017) (internal citations and quotations omitted). The lodestar approach is appropriate in cases, like this, where the settlement is a “claims made” settlement. *Gelis v. BMW of N. Am., LLC*, 49 F.4th 371, 379 (3d Cir. 2022) (lodestar is permitted “where the nature of the recovery does not allow the determination of the settlement’s value necessary for application of the percentage-of-recovery method.”). This is because where, as here, “the ultimate value of the settlement depended upon the number of claims made by [class members],” there is no fund from which “from which a simple percentage could be taken[.]” *Dungee*, 674 F. App’x at 156.

“The lodestar award is calculated by multiplying the number of hours reasonably worked on a client's case by a reasonable hourly billing rate for such services based on the given geographical area, the nature of the services provided, and the experience of the attorneys.” *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005). “The lodestar is strongly presumed to yield a reasonable fee.”

Washington v. Philadelphia Cnty. Ct. of Common Pleas, 89 F.3d 1031, 1035 (3d Cir. 1996).

This strong presumption is strengthened where, as here, a fee request seeks less than the full amount of the lodestar—sometimes called a negative multiplier. *In re Valeant Pharms. Int’l, Inc. Third-Party Payor Litig.*, No. CV163087MASLHG, 2022 WL 525807, at *7 (D.N.J. Feb. 22, 2022). A negative multiplier is “strong evidence” of a fee request’s reasonableness. *Id.* That makes good sense. The Third Circuit has recognized that it is common for lodestar multiples of up to four to be applied to class action settlements. *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 341 (3d Cir. 1998). The voluntary application of a negative multiplier thus represents a considerable discount.

Here, Class Counsel seeks a total award of \$8.5 million, which will pay for \$1.844 million in expenses, \$175,000 in Service Awards to Class Representatives, and notice costs currently estimated at \$75,000,² with the balance going to cover a fraction of the \$30 million worth of attorney and other legal professionals’ time (more than forty five thousand hours) put into litigating this case over seven years

² This is an estimate of what notice costs will be in total, including future notice costs. At present, Class Counsel has only been invoiced for \$38,000 by the vendor providing notice to the Class. Scullion Decl. at ¶ 12. Should the final amount of notice costs be lower than this \$75,000 estimate, Class Counsel will notify the Court and seek an appropriate order. Should the amount of notice costs be higher than this estimate, Class Counsel will pay that amount from any fees awarded.

to its successful conclusion.³ The negative multiplier here is approximately 0.2. Because the attorneys' fees portion of the request is based on Class Counsel's lodestar and applies a voluntary negative multiplier, it is presumptively reasonable.

2. The Percentage Of Recovery Method Also Supports The Requested Award.

Where, as here, the lodestar method is the primary basis for assessing the reasonableness of attorneys' fees, the percentage-of-recovery method serves only as a cross-check. *In re Datatec Sys., Inc. Sec. Litig.*, No. 04-CV-525 (GEB), 2007 WL 4225828, at *6 (D.N.J. Nov. 28, 2007) (“[T]he Third Circuit has instructed that it is sensible to use the alternative method to double check the reasonableness of the fee.”). A cross-check should not be used to alter the Court’s “primary reliance” on the originally chosen method of calculation, however, and need not be done with “mathematical precision[.]” *In re AT & T Corp.*, 455 F.3d 160, 164 & 169 n.6 (3d Cir. 2006) (internal citations and quotations omitted).

The following factors are used to evaluate the reasonableness of a fee under the percentage of recovery method:

- (1) the size of the fund created and the number of beneficiaries,
- (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel,
- (3) the skill and efficiency of the attorneys involved,
- (4) the complexity and

³This figure somewhat understates the true extent of Class Counsel's lodestar because it “does not include the additional work that will be needed to fully implement the settlement and bring the case to closure[.]” *Sullivan v. DB Invs., Inc.*, No. CIV.A. 04-2819 SRC, 2008 WL 8747721, at *36 (D.N.J. May 22, 2008).

duration of the litigation, (5) the risk of nonpayment, (6) the amount of time devoted to the case by plaintiffs' counsel, (7) the awards in similar cases, (8) the value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations, (9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained, and (10) any innovative terms of settlement[.]

In re Diet Drugs, 582 F.3d 524, 541 (3d Cir. 2009) (internal citations omitted).

Each of these factors weighs in favor of approving the requested fee. The first factor, the size of the fund created and the number of beneficiaries, weighs in favor of approval. The total settlement value made available to more than 1,200 Class members in cash and credits exceeds \$50 million. The second factor, the presence or absence of substantial objections, also weighs in favor of approval. There is no sign any substantial objections have been raised against the settlement. The third factor, the skill and efficiency of the attorneys involved, weighs strongly in favor of settlement. Class Counsel are highly experienced in litigating complex class actions. The quality of the work presented to the Court speaks for itself, including defeating motions to dismiss and certifying two issue classes for trial. The fourth factor, the complexity and duration of the litigation, weighs in favor of approval. The settlement is the product of many years of difficult litigation, vigorously contested by Defendants, which included examination of a voluminous historical record and domestic and foreign experts from multiple fields of learning. The fifth factor, the risk of nonpayment, weighs in favor of approval. Class Counsel invested substantial

sums, both of money and attorney time, into litigating this case on a pure contingency basis for seven years with no guarantee of recovery. Indeed, Class Counsel continued to invest substantially in this case even after Plaintiffs' initial motion for class certification was denied—a point in time in which the risks of non-recovery were particularly acute. The sixth factor, the amount of time devoted to the case by plaintiffs' counsel, weighs strongly in favor of approval. As discussed above, Class Counsel collectively spent more than 50,000 hours litigating this case. The seventh factor, awards in similar cases, is neutral to favorable because the requested lodestar multiplier is much lower than the Third Circuit has deemed presumptively reasonable. The eighth factor, whether benefits are attributable to the work of other groups, weighs in favor of approval because this is not a case in which Plaintiffs piggybacked off of the work of another entity, such as a government regulator or enforcer, to achieve a favorable result. The ninth factor, the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained, is neutral because the exact value of the settlement recovery cannot be calculated at present. And the tenth factor, the existence of innovative settlement terms, is neutral because the settlement uses a tried-and-tested structure common to class settlements, namely options for different tiers of injured Class members to receive (at their option) cash or product credit. Overall, consideration of the factors that are used in the percentage-of-recovery

method confirms that Class Counsel's lodestar-based fee request is eminently reasonable

II. The Court Should Reimburse Class Counsel For Their Expenses.

Along with their request for attorneys' fees, Class Counsel request reimbursement for certain out-of-pocket expenses totaling \$1,844,351.86, including an estimate of \$75,000 in notice costs. It is well established such expenses are recoverable. *Careccio v. BMW of N. Am. LLC*, 2010 WL 1752347, at *8 (D.N.J. Apr. 29, 2010); *In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 108 (D.N.J. 2001) (finding counsel to be "entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action"). The expenses are of the type typically billed by attorneys to paying clients in the marketplace and include such costs as copying fees, costs for producing and reviewing voluminous document productions, expert fees, computerized research, travel in connection with this litigation, and deposition expenses. All the costs were reasonable and necessary for the successful prosecution of this case and should be approved.

III. The Court Should Grant Service Awards To The Class Representatives.

Class Counsel also requests that the Court award \$25,000 for each named class representative (an aggregate amount of \$175,000). Fieldturf has agreed not to oppose service awards in the amount sought here. Settlement Agreement at Section

5.1.

Courts “routinely” approve incentive or service awards to class representatives when class actions settle. *Talone v. Am. Osteopathic Ass'n*, No. 1:16-CV-04644-NLH-JS, 2018 WL 6318371, at *17 (D.N.J. Dec. 3, 2018). Where, as here, the amount of such an award comes from the amount that might otherwise be awarded as attorneys’ fees, the awards “need not be subject to intensive scrutiny[.]” *Id.* Here, each of the named class representatives is deserving of a service award because they participated in years of significant discovery, including substantial document production and deposition testimony. The amounts sought also are well in line with service awards permitted in comparable litigation. *In re Linerboard Antitrust Litig.*, No. CIV.A. 98-5055, 2004 WL 1221350, at *19 (E.D. Pa. June 2, 2004) (collecting cases).

CONCLUSION

For the reasons above, Class Counsel respectfully requests that the Court grant this Motion and award a total of \$8.5 million for Administrative and Notice Costs, Service Awards, attorneys’ fees and reasonable reimbursable out-of-pocket costs and expenses to compensate Class Counsel, Liaison Counsel, and members of the Plaintiffs Steering Committee for their reasonable expenses and a portion of the attorneys’ fees incurred in this litigation.

Dated: October 3, 2024

Respectfully submitted,

s/ Jennifer R. Scullion

Christopher A. Seeger

Jennifer R. Scullion

Christopher L. Ayers

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Co-Lead Counsel for Plaintiffs

s/ James E. Cecchi

James E. Cecchi

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Liaison Counsel for Plaintiffs

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

IN RE FIELDTURF ARTIFICIAL
TURF SALES AND MARKETING
PRACTICES LITIGATION

MDL NO. 2779

Civil Action No. 17-MD-02779 MAS TJB

CORRECTED DECLARATION OF JENNIFER R. SCULLION

I, JENNIFER R. SCULLION, hereby declare as follows:

1. I am an attorney admitted to practice in this Court. I am a partner at Seeger Weiss LLP, counsel of record for Plaintiffs in the above-entitled action. I submit this declaration in support of Class Counsel's application for an award of attorneys' fees and expenses in this action.

2. Insofar as this declaration relates to facts concerning Seeger Weiss's hours, fees, and expenditures, the facts are based on my personal knowledge and/or the books and records kept in the ordinary course of Seeger Weiss business. Insofar as this declaration relates to other costs, like the costs of notice to the Class, the facts are based on information I have been provided by others that I believe to be true and correct.

3. My partners Christopher Seeger, Christopher Ayers, and I have helped lead this class action since its inception. In connection with that, I, or other professionals at Seeger Weiss, have personally participated in all material aspects of

this action, including discovery, motion practice, experts, case strategy, trial preparation, and settlement.

4. Seeger Weiss's leadership and work on this matter included: co-leading briefing of all substantive motions (including motions to dismiss, class certification, Daubert, and motions *in limine*), taking multiple fact and expert depositions, extensive work with Plaintiffs' liability and damages experts on their reports, and preparing for and defending their depositions, preparing and defending class representatives for depositions, co-leading settlement negotiations, and preparing for trial, including travel overseas to prepare Plaintiffs' liability expert for trial.

5. The schedule attached hereto as Exhibit 1 is a summary of the amount of time spent by each attorney and professional support staff employee of Seeger Weiss who was involved in the action, and the lodestar calculation based on our firm's current billing rates. For personnel who are no longer employed by our firm, the lodestar calculation is based upon the billing rates for such personnel in his or her final year of employment by our firm. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by our firm, which are available at the request of the Court. Time expended in preparing this application for fees and reimbursement of expenses has not been included in this request.

6. The hourly rates for the attorneys and professional support staff in our firm included in Exhibit 1 are the same as the regular rates that would be charged for their services in non-contingent matters and/or which have been accepted in other class litigation.

7. The total number of hours expended on this action by our firm for which we are seeking an award of fees is 11,224.9. The total lodestar for our firm for that work is \$8,078,720.00.

8. Our firm's lodestar figures are based on the firm's billing rates, which do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in our firm's billing rates.

9. Our firm has incurred a total of \$667,911.15 in unreimbursed expenses.

10. The schedule attached hereto as Exhibit 2 is a summary of the unreimbursed expenses our firm has incurred in connection with this action. The expenses incurred in this action are reflected in the books and records of our firm. Those books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred. The expenses were incurred on items and services reasonable and needed for the litigation, including copying and printing, depositions, travel for depositions and for client and witness meetings, expert witness fees, laboratory fees, computerized

research, electronic document collection, processing, and review, contract lawyers to assist with document review, and mediation.

11. I have reviewed the underlying billing and expense records that are summarized in Exhibit 1 and Exhibit 2. The purpose of this review was to confirm both accuracy as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary or duplicative. As a result of this review and the relevant adjustments made, I believe that the time and expense reflected are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation.

12. In addition, I have been informed and believe that our class notice and settlement administrator, Epiq, estimates that the total costs of notice will amount to \$75,000. Epiq's invoices to date total \$38,000.

13. After my September 24, 2024 Declaration was filed, we determined that corrections were needed to accurately reflect the lodestar time attributable to our firm's work on this case by certain of our staff attorneys. The result is the addition of time for two staff attorneys (Haile DeBass and Brian Place) and the reduction in time for another staff attorney, Laura Muldowney. The time worked by each of these staff attorneys is reflected in the books and records of the firm. The corrections are the result of reviewing the dates on which each of these staff attorneys worked on

this case as a Seeger Weiss employee, as opposed to a contract basis (which time was invoiced to the firm and is reflected in our firm's expenses for this matter). In the course of reviewing our expense records, we also identified a particular entry that was included erroneously, which we have now removed.

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

Dated: October 3, 2024

s/ Jennifer R. Scullion
Jennifer R. Scullion

EXHIBIT 1

IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES PRACTICES
LITIGATION TIME REPORT

SEEGER WEISS

Name	Total Hours	Current Hourly Rate	Lodestar
Adam Isaacson (PA)	59.20	\$395.00	\$23,384.00
Amy Fratkin (A)	362.00	\$500.00	\$181,000.00
Amy Sanchez (PA)	5.90	\$395.00	\$2,330.50
Asa R. Danes (A)	107.30	\$775.00	\$83,157.50
Ben Haas (PA)	3.80	\$325.00	\$1,235.00
Brian Place (A)	582.10	\$575.00	\$334,707.50
Caleb Seeley (P)	39.30	\$1,025.00	\$40,282.50
Caroline Choe (PA)	1.00	\$215.00	\$215.00
Christopher A. Seeger (P)	5.00	\$1,395.00	\$6,975.00
Christopher Ayers (P)	2,162.50	\$1,075.00	\$2,324,687.50
Darryl Bailey (PA)	1.00	\$215.00	\$215.00
David Tawil (A)	154.80	\$825.00	\$127,710.00
Denis Carey (A)	484.50	\$525.00	\$254,362.50
Elina Rakhlin (A)	96.00	\$375.00	\$36,000.00
Erica Kubly (A)	29.50	\$825.00	\$24,337.50
Hillary Fidler (A)	16.40	\$595.00	\$9,758.00
Haile DeBass Jr. (A)	2,226.00	\$575.00	\$1,279,950.00
Jennifer Scullion (P)	1,339.60	\$1,275.00	\$1,707,990.00
Jerry Neiman (A)	13.00	\$475.00	\$6,175.00
Kseniya Lezhnev (A)	243.40	\$495.00	\$120,483.00
Laura Muldowney (A)	617.40	\$525.00	\$324,135.00
Leslie Kramer (PA)	8.00	\$295.00	\$2,360.00
Margaret Hernandez (PA)	14.50	\$275.00	\$3,987.50
Mia Bornstein (LS)	19.50	\$250.00	\$4,875.00
Nigel Halliday (A)	132.50	\$825.00	\$109,312.50
Oneil Bryan (PA)	3.50	\$395.00	\$1,382.50
Sabrina Tyjer (PA)	2,287.90	\$395.00	\$903,720.50
Samara K Weiss (PA)	21.50	\$215.00	\$4,622.50
Scott George (P)	152.20	\$975.00	\$148,395.00
Scott Siegel (PA)	6.00	\$325.00	\$1,950.00
Steven Daroci (P)	3.50	\$975.00	\$3,412.50
Will Wong (PA)	26.10	\$215.00	\$5,611.50
Total	11,224.9		\$8,078,720.00

Partner (P)
Paralegal (PA)
Associate (A)
Law student (LS)

**IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES
PRACTICES LITIGATION EXPENSES REPORT**

FIRM NAME: **SEEGER WEISS**

REPORTING PERIOD: Inception through September 3, 2024

DESCRIPTION	CUMULATIVE EXPENSES
Transportation	7,179.01
Copying/Printing Services	17,909.05
Computer Services	71,368.07
Court Filing Fees	150.00
Deposition Transcripts	5,332.97
Consulting Related To Discovery	12,098.22
Expert Reports	49,000.00
Federal Express	895.05
Hotels	2,760.36
Professional/Legal Service/Fees	206,328.97
Litigation Fund	210,000.00
Meals	2,908.11
Process Server Fees	1,724.65
Research	2,079.45
Software	69,633.03
Telephone	199.90
Transcripts	18.00
Video Reproduction Fees	8,326.31
TOTAL EXPENSES¹	667,911.15

¹ Corrected for scrivener's error in Total Expenses

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

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

CIVIL ACTION NO. 3:17-MD-02779-MAS-TJB

**DECLARATION OF BRIAN C. GUDMUNDSON FILED ON BEHALF OF
ZIMMERMAN REED LLP IN SUPPORT OF MOTION FOR APPROVAL OF
ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

I, Brian C. Gudmundson, do hereby declare and state as follows:

1. I am a Partner in the law firm of Zimmerman Reed LLP (“ZR”). I submit this declaration in support of my firm’s application for an award of attorneys’ fees and reimbursement of expenses in connection with the services we rendered in the above-entitled action.

2. The information in this declaration regarding my firm’s time and expenses is documented and reflected in time and expense printouts and supporting documentation prepared and maintained by my firm in the ordinary course of business. I am the Partner who oversaw the day-to-day activities in the litigation and I have reviewed these printouts (and backup documentation where necessary or appropriate) in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries on the printouts as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation, including the elimination of time that was unnecessary, duplicative, or devoted to matters not directed by Co-Lead Class Counsel. As a result of this review and any adjustments made, I believe that the time reflected in ZR’s lodestar calculation and the expenses for which payment is sought as set forth in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. 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.

3. The number of hours spent on this litigation by my firm is 2,394.10. A breakdown of the lodestar for *In Re: Fieldturf Artificial Turf Marketing And Sales Practices Litigation*, No. 17-MD--2779 (“Action”) is provided in **Exhibit A**. The lodestar amount for attorney and paralegal (or attorney/paraprofessional) time based on the firm’s current rates is \$1,102,569.50. The hourly rates shown in **Exhibit A** are the usual and customary rates set by the firm for each individual attorney, paralegal or other paraprofessional. The chart set forth as **Exhibit A** was prepared from contemporaneous daily time records of the firm.

4. ZR's expenses and charges in connection with the prosecution of this litigation total \$52,709.08. Those expenses and charges are summarized by expense category in the attached **Exhibit B**.

5. The following additional information further explains certain of these expenses listed on Exhibit B:

(a) Transportation, Hotels & Meals: \$6,932.30. In connection with the prosecution of this litigation, the firm has paid for travel expenses to attend, among other things, court hearings, and organization meetings with Plaintiffs' counsel.

(b) Photocopying: \$199.80. In connection with this litigation, the firm made 1,998 in-house copies, charging \$0.10 per copy. Each time an in-house copy machine is used, our billing system requires that a case or administrative billing code be entered and that is how the 1,998 copies were identified as related to this case. In addition, my firm also paid \$9.31 to outside copy vendors.

(c) Filing, Witness and Other Fees: \$679.99. These expenses have been paid to the court for filing fees and to attorney service firms or individuals who either: (i) served process of the complaint or subpoenas, or (ii) obtained copies of court documents for plaintiffs. These costs were necessary to the prosecution of the case in order, among other things, to file the complaints, to serve the complaints and subpoenas, and to investigate the facts.

(d) Court Hearing and Deposition Reporting, and Transcripts: \$0.00.

(e) Online Legal and Financial Research: \$4,845.46. These included vendors such as Westlaw, Pacer and Accurint. These services were used to obtain access to factual databases, legal research and for cite-checking of briefs. This expense represents the expense incurred by ZR for use of these services in connection with this litigation. The charges for these vendors vary depending upon the type of services requested. For example, ZR has flat-rate contracts with some of these providers for use of their services. When ZR utilizes online services provided by a vendor with a flat-rate contract, access to the service is by a billing code entered for the specific case being litigated. At the end of each billing period in which such service is used,

ZR's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period. As a result of the contracts negotiated by ZR with certain providers, the Class enjoys substantial savings in comparison with the "market-rate" for *a la carte* use of such services which some law firms pass on to their clients. For example, the "market rate" charged to others by Westlaw for the types of services used by ZR is more expensive than the rates negotiated by ZR.

(f) Experts/Consultants/Investigators: \$0.00.

6. The foregoing expenses pertaining to this litigation are reflected in the books and records of ZR. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses.

7. My firm contributed \$40,000.00 to the litigation expense fund for certain common expenses in connection with the prosecution of this litigation. This amount is reflected in the amount of expenses reported in paragraph 4 above.

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

Executed this 2nd of August, 2024 at Minneapolis, Minnesota.

/s/ Brian C. Gudmundson
Brian C. Gudmundson

EXHIBIT A

EXHIBIT A**TIME REPORT** – *In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation*

FIRM NAME:

REPORTING PERIOD: Inception – June 28, 2024

Name (Status)	Total Monthly Hours	Hourly Rate	Cumulative Lodestar
Charles S. Zimmerman (P)	6.00	\$900.00	\$5,400.00
J. Gordon Rudd, Jr. (P)	10.75	\$1,025.00	\$11,018.75
Hart L. Robinovitch (P)	1.65	\$1,025.00	\$1,691.25
Carolyn Glass Anderson (P)	20.00	\$1,025.00	\$20,500.00
David M. Cialkowski (P)	1.20	\$975.00	\$1,170.00
Brian C. Gudmundson (P)	212.60	\$950.00	\$201,970.00
Bryce D. Riddle (A)	310.45	\$505.00	\$156,777.25
Michael J. Laird (P)	172.60	\$700.00	\$120,820.00
Daniel T. Lindquist (A)	16.45	\$425.00	\$6,991.25
Christopher P. Ridout (P)	4.20	\$985.00	\$4,137.00
Caleb L. Marker (P)	1.60	\$950.00	\$1,520.00
Rachel K. Tack (A)	2.30	\$645.00	\$1,483.50
Jill Marcinkoski (Attorney)	209.75	\$350.00	\$73,412.50
Katie W. Rogers (Attorney)	332.40	\$350.00	\$116,340.00
Kristen K. Wong (Attorney)	639.75	\$350.00	\$223,912.50
Catherine D. Crowe (Attorney)	384.00	\$350.00	\$134,400.00
Julianne VanNorman (PL)	24.30	\$350.00	\$8,505.00
Leslie A. Harms (PL)	24.10	\$350.00	\$8,435.00
Heidi S. Juelich (PL)	2.25	\$350.00	\$787.50
Sabine A. King (PL)	2.70	\$315.00	\$850.50
Karen M. Colt (PL)	0.25	\$350.00	\$87.50
Abigail J. Knudson (Admin)	14.10	\$150.00	\$2,115.00
Adam K. Hill (PL)	0.70	\$350.00	\$245.00
TOTALS	2394.10		\$1,102,569.50

P = Partner A = Associate PL = Paralegal LC = Law Clerk

EXHIBIT B

EXHIBIT B**IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND
SALES PRACTICES LITIGATION EXPENSES REPORT**

FIRM NAME:

REPORTING PERIOD: Inception through June 28, 2024

DESCRIPTION	MONTHLY EXPENSES	CUMULATIVE EXPENSES
Delivery Services/Messenger		
Assessment		\$40,000.00
Pro Hac		
Online Research		\$4,845.46
Long Distance Tel. Calls/ Conference Call		\$31.74
Postage		\$10.48
Copies/Printing		\$209.11
Travel		\$6,521.23
Meals		\$332.07
Witness Fees		\$679.99
Experts		
Depositions		
Parking		\$79.00
Process Server		
TOTAL EXPENSES		\$52,709.08