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13 *Counsel for Plaintiffs*

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 KYNDAL CHRISTOFFERSON, NATALIE)
18 GERACE, AND ERIN RATELLE,)
19 individually and on behalf of all others)
20 similarly situated,)
21 Plaintiffs,)
22 v.)
23 CREATION ENTERTAINMENT, INC.,)
24 Defendant.)

Case No. 19STCV11000
DECLARATION OF RACHELE R. BYRD IN SUPPORT OF PLAINTIFFS' MOTION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES AND REPRESENTATIVE PLAINTIFFS' AWARD
DATE: June 24, 2021
TIME: 9:00 a.m.
JUDGE: Hon. Elihu M. Berle
DEPT.: 6

1 I, Rachele R. Byrd, declare as follows:

2 1. I am an attorney duly licensed to practice law in the State of California and am a
3 member of Wolf Haldenstein Adler Freeman & Herz LLP (“Wolf Haldenstein”).¹ Wolf Haldenstein,
4 Chimicles Schwartz Kriner & Donaldson-Smith LLP (“Chimicles”) and Ahdoot & Wolfson, PC
5 (“Ahdoot & Wolfson”) (collectively, “Class Counsel”) represent Plaintiffs Kyndal Christofferson,
6 Natalie Gerace and Erin Ratelle and the Class in this action against Creation Entertainment, Inc.
7 (“Creation”). I submit this declaration in support of Plaintiffs’ Motion for an Award of Attorneys’
8 Fees, Reimbursement of Expenses and Representative Plaintiffs’ Award. I have been involved in this
9 case since its inception. The following facts are based upon my personal knowledge and if called
10 upon to do so, I could, and would, competently testify thereto.

11 **I. ATTORNEYS’ FEES AND EXPENSES**

12 2. The Settlement Agreement provides that Class Counsel will apply for attorneys’ fees
13 and expenses not to exceed 33% of the Settlement Fund, plus reimbursement of out-of-pocket
14 expenses up to \$20,000. Class Counsel request an award of attorneys’ fees in the amount of \$313,500,
15 plus reimbursement of their actual out-of-pocket costs in the amount of \$19,871.08. Therefore, the
16 requested fee award represents a negative multiplier of .51. Before compiling the information below,
17 my associate and I reviewed my firm’s billing entries and expense information and eliminated any
18 expense or time entry that, based upon our billing judgment, could be viewed as potentially
19 unnecessary or redundant. Class Counsel’s request is reasonable under either the percentage-of-the-
20 recovery or lodestar method.

21 3. For the past two years, Class Counsel have devoted substantial attorney time and out-
22 of-pocket expenses to develop and prosecute this litigation to a successful conclusion against a
23 Defendant represented by experienced defense counsel. This litigation was undertaken by Class
24 Counsel on a wholly contingent basis. From the outset, Class Counsel understood that they were
25 embarking on an intensive, complex and expensive litigation with no guarantee of ever being
26 compensated for the substantial investment of time and money the case required. In undertaking the
27 responsibility, Class Counsel were obligated to assure that sufficient attorney resources were

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¹ Unless otherwise noted, capitalized terms have the meaning ascribed to them in the First Amended Settlement Agreement and Release dated January 15, 2021 (the “Settlement Agreement”).

1 dedicated to the prosecution of this litigation and that funds were available to compensate staff and
2 pay for out-of-pocket expenses. There are numerous cases where plaintiffs' counsel in contingent
3 cases such as this, after the investment of thousands of hours, received no compensation. It is only
4 because defendants and their counsel know that the leading members of the plaintiffs' class action
5 bar are actually prepared to, and will, force a resolution on the merits and go to trial that meaningful
6 settlements in actions such as this can occur.

7 4. When Class Counsel undertook to act for the Plaintiffs in this matter, we were aware
8 that the only way we would be compensated was to achieve a successful result. The benefits conferred
9 on Plaintiffs and the Class by this Settlement are particularly noteworthy in that, despite the existence
10 of the substantial risks presented here, the Class Members obtained via the Settlement a substantial
11 monetary benefit.

12 5. I have significant and extensive litigation experience, having been involved in class
13 action litigation since I joined Wolf Haldenstein in 2001.

14 6. The work done by my firm in this case includes, among other things: initial factual
15 investigation; conducting legal research regarding Plaintiffs' potential claims; drafting pleadings;
16 drafting and responding to discovery; client communications for the purposes of, among other things,
17 review of relevant facts and status of matter and strategy; corresponding with counsel for Defendant;
18 attending key court hearings; attending the settlement mediation; preparing the Settlement Agreement
19 and Release, First Amended Settlement Agreement and Release, and the Settlement-related briefs
20 and supporting documents; and working with the Claims Administrator to finalize and disseminate
21 notice.

22 7. My firm kept detailed records regarding the amount of time its attorneys and
23 paralegals spent on this litigation, and the lodestar calculation is based on my firm's current billing
24 rates. The information was prepared from contemporaneous, daily time records regularly prepared
25 and maintained by my firm.

26 8. In summary, the total number of hours spent by my firm rendering services through
27 April 30, 2021 were 448.90, and multiplied by the current hourly rates of the attorneys and other
28 professionals equals a lodestar of \$197,473.50. These hours are broken down as follows:

(P=Partner; A=Associate; C=Of Counsel)

Attorneys	Hours	Rate	Lodestar
Matthew M. Guiney (P)	17.30	\$700	\$12,110.00
Rachele R. Byrd (P)	70.60	\$690	\$48,714.00
Carl V. Malmstrom (C)	10.60	\$550	\$5,830.00
Marisa C. Livesay (A)	5.80	\$510	\$2,958.00
Brittany N. DeJong (A)	196.20	\$460	\$90,252.00

Total Attorneys	300.50		\$159,864.00
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Paraprofessionals	Hours	Rate	Lodestar
Kathryn M. Cabrera	47.80	\$285	\$13,623.00
Alexandra Loutsenhizer	96.10	\$240	\$23,064.00
Kerri Warren	4.50	\$250	\$922.50

Total Paraprofessionals	148.40		\$37,609.50
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TOTAL TIME	448.90		\$197,473.50
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9. In my judgment, and based on my years of experience in class action litigation and other litigation, the number of hours expended and the services performed by my firm were reasonable and necessary for my firm's representation of Plaintiffs and the Class.

10. I have general familiarity with the range of hourly rates typically charged by plaintiffs' class action counsel in the geographical area where my firm practices and throughout the United States, both on a current basis and historically. From that basis, I am able to conclude that the rates charged by my firm are within the range of market rates charged by attorneys and professional staff of equivalent experience, skill and expertise for legal services furnished in complex contingency class action litigation such as this.

11. Attached as Exhibit 2 to the joint declaration of Class Counsel in support of motion for an order preliminarily approving class action settlement, filed January 15, 2021, is my firm's resume, including biographies of the attorneys in the firm who were involved in this litigation. I believe that the skill and experience described therein justify the rates charged. The rates reflect the risk undertaken due to contingency representation of the Plaintiffs given that the firm bore the risk of

1 no payment at all for its services during this litigation. Our rates have been approved by other courts
2 as reasonable for contingency representations similar to that here. *See, e.g., See, e.g., McWilliams v.*
3 *City of Long Beach*, No. BC361469, slip op. at 35-40 (L.A. Cty. Super. Ct. Oct. 30, 2018) (order
4 approving fees and costs); *Granados v. County of Los Angeles*, No. BC361470, slip op. at 36-37 (L.A.
5 Cty. Super. Ct. Oct. 30, 2018) (order approving fees and costs); *Ardon v. City of Los Angeles*, No.
6 BC363959, slip. op. at 20 (L.A. Cty. Super Ct. Oct. 26, 2016) (order approving fees and costs);
7 *DeFrees v. Kirkland*, No. CV 11-4272-JLS (SPx), slip op., ECF No. 400 (C.D. Cal. Apr. 11, 2016);
8 *DeFrees v. Kirkland*, No. CV 11-4272 GAF (SPx), 2014 U.S. Dist. LEXIS 157320, at *2 (C.D. Cal.
9 Nov. 4, 2014) (“the Court finds the fees and costs appear to be reasonable”); *DeFrees v. Kirkland*,
10 No. CV 11-4272 GAF (SPx), slip op., ECF No. 226 (C.D. Cal. Sept. 5, 2012) (order granting
11 plaintiffs’ application for fees and costs) (“The Court routinely approves billing rates in the range
12 charged by [Wolf Haldenstein] for counsel of similar skill and experience”); *Engquist v. City of Los*
13 *Angeles*, No. BC591331, slip op. at 5 (L.A. Cty. Super. Ct. March 17, 2021) (order approving fees
14 and costs).

15 12. My firm expended a significant amount of time litigating this case and securing the
16 Settlement for the Class. I took meaningful steps to ensure the efficiency of our work and to avoid
17 duplication of efforts. If the Court deems it necessary, I will make our contemporaneous billing
18 records available for *in camera* review upon request. These amounts do not include the additional
19 time that my firm has spent and will have to spend going forward in obtaining final approval of the
20 Settlement, supervising the claims administration process, and additional work on any appeal if
21 necessary.

22 13. To date, no Settlement Class member has objected to the Settlement and only one
23 Settlement Class Members has requested to be excluded from the Settlement. The objection and opt-
24 out deadlines are not until May 24, 2021. Plaintiffs will address any objections to the Settlement and
25 report the total opt-outs in their supplemental brief due on June 10, 2021.

26 14. Class Counsel also request reimbursement for reasonable expenses incurred in
27 litigating this matter totaling \$19,871.08. The time described above does not include charges for
28 expense items. Expense items are billed separately, and such charges are not duplicated in my firm’s
billing rates. Based upon my firm’s records, Wolf Haldenstein incurred \$10,739.01 in expenses.

1 These costs were necessary to the investigation, prosecution, and settlement of this Action. The
2 breakdown of the expenses incurred by Wolf Haldenstein is as follows:

3	Court Reporter/Transcript Costs	\$1,401.38
4	Online Research	\$1,709.35
5	Reproduction/Duplication	\$69.65
6	Telephone	\$155.43
7	Postage/Mailings	\$21.52
8	Travel	\$154.18
9	Service of Process	\$3,814.75
10	Professional Services (Experts, Mediation)	\$2,452.50
11	Filing Fees	\$960.25
12	TOTAL EXPENSES	\$10,739.01

13 15. The expenses incurred in this action are reflected on the books and records of my firm.
14 These books and records are prepared from expense vouchers, check records, and other source
15 materials and are an accurate record of the expenses incurred.

16 16. Class Counsel have a fee sharing agreement and have obtained each of the Plaintiffs'
17 informed, written acknowledgement and consent to the agreement.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct. Executed this 7th day of May, 2021, at San Diego, California.

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21 _____
22 RACHELE R. BYRD