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17 *Counsel for Plaintiffs*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 KYNDAL CHRISTOFFERSON, NATALIE)
21 GERACE, AND ERIN RATELLE,)
22 individually and on behalf of all others)
23 similarly situated,)

24 Plaintiffs,)

25 v.)

26 CREATION ENTERTAINMENT, INC.,)

27 Defendant.)

Case No. 19STCV11000

**DECLARATION OF TINA WOLFSON
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, Tina Wolfson, declare as follows:

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

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. Class Counsel’s
16 total lodestar for all three firms is \$617,971. Therefore, the requested fee award represents a negative
17 multiplier of 0.51. Before compiling the information below, I reviewed my firm’s billing entries and
18 expense information, and eliminated any expense or time entry that, based upon our billing judgment,
19 could be viewed as potentially unnecessary or redundant. Class Counsel’s request is reasonable under
20 either the percentage-of-the-recovery or lodestar method.

21 3. For the past two years, Class Counsel have devoted substantial attorney time and out-
22 of-pocket expense 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 _____
28 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”).

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

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

13 5. I have significant and extensive litigation experience in my nearly 27 years of practice
14 and have been involved in class action litigation since I founded Ahdoot & Wolfson in 1998 with my
15 partner, Robert Ahdoot.

16 6. The work done by my firm in this case includes, among other things: initial factual
17 investigation; conducting legal research regarding Plaintiffs' potential claims; drafting pleadings;
18 drafting and responding to discovery and related meet and confer efforts; corresponding with counsel
19 for Creation, including initial resolution discussions; attending key court hearings; attending the
20 settlement mediation; preparing and revising the Settlement Agreement and Release, First Amended
21 Settlement Agreement and Release, and the Settlement-related briefs and supporting documents; and
22 working with the Claims Administrator to finalize and disseminate notice.

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

27 8. In summary, the total number of hours spent by Ahdoot & Wolfson rendering services
28 through April 30, 2021 were 333.8, multiplied by the current hourly rates of the attorneys and other

1 professionals equals a lodestar of \$213,220.00. These hours are broken down as follows:

2 (P=Partner; A=Associate)

Attorneys	Hours	Rate	Lodestar
Tina Wolfson (P)	67.4	\$950	\$64,030.00
Theodore W. Maya (P)	44.9	\$850	\$38,165.00
Bradley K. King (P)	92.9	\$700	\$65,030.00
Andrew W. Ferich (P)	2.1	\$700	\$1,470.00
Ruhandy Glezakos (A)	65.8	\$450	\$29,610.00
Total Attorneys	273.1		\$198,305.00

Paraprofessionals	Hours	Rate	Lodestar
Kathryn Cabrera	3.7	\$250	\$925.00
Samantha Benson	8.5	\$250	\$2,125.00
Jessielle Fabian	43.3	\$250	\$10,825.00
Catherine Santos	5.2	\$200	\$1,040.00
Total Paraprofessionals	60.7		\$14,915.00

TOTAL TIME	333.8		\$213,220.00
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15 9. In my judgment and based on my decades of experience in class action litigation and
16 other litigation, the number of hours expended, and the services performed by my firm, were
17 reasonable and necessary for my firm's representation of Plaintiffs and the Class.

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

24 11. Attached as Exhibit 4 to my joint declaration with Benjamin F. Johns and Rachel R.
25 Byrd in support of Plaintiffs' motion for preliminary approval of the settlement (filed January 15,
26 2021) is my firm's *curriculum vitae*, which included biographies of attorneys in the firm and our
27 firm's extensive experience with class actions in general and data breach class actions in particular. I
28 believe that the skill and experience described therein justify the rates charged. The rates reflect the

1 risk undertaken due to contingency representation of the Plaintiffs given that the firm bore the risk of
2 no payment at all for its services during this litigation. Our rates have been approved by other courts
3 as reasonable for contingency representations similar to that here. *See, e.g., Eck, et al. v. City of Los*
4 *Angeles*, No. BC577028 (Los Angeles Superior Court (“LASC”) (February 2018) (\$295 million
5 finally approved settlement where the Court awarded Class Counsel’s full request of approximately
6 \$15 million based on percentage of the fund method and commensurate hourly rates); *Lavinsky v.*
7 *City of Los Angeles*, No. BC542245 (LASC) (October 2019) (\$51 million minimum value finally
8 approved settlement where the Court awarded Class Counsel’s full request of approximately \$8
9 million based on percentage of the fund method and commensurate hourly rates); *Pantelyat v. Bank*
10 *of America*, No. 1:16-cv-08964 (S.D.N.Y. Jan. 31, 2019) (Dkt. 116; \$22 million finally approved
11 settlement where the Court awarded Class Counsel’s full request of \$5.5 million based on percentage
12 of the fund method and commensurate hourly rates); *Williamson, et al. vs. McAfee, Inc.*, Case No.
13 5:14-cv-00158-EJD (N.D. Cal. Feb. 15, 2017) (Dkt. 118; \$85 Million settlement in deceptive auto
14 renewal case).

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 administrative process, and additional work on any appeal if
21 necessary.

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

27 14. Class Counsel also request reimbursement for reasonable expenses incurred in
28 litigating this matter totaling \$19,871.08. The time described above does not include charges for

1 expense items. Expense items are billed separately, and such charges are not duplicated in my firm's
2 billing rates. Based upon my firm records, Ahdoot & Wolfson incurred \$4,855.97 in expenses. These
3 costs were necessary to the investigation, prosecution, and settlement of this Action. The breakdown
4 of the expenses incurred by Ahdoot & Wolfson is as follows:

5	Court Reporter/Transcript Costs	\$0.00
6	Online Research	\$35.20
7	Reproduction/Duplication	\$25.80
8	Telephone	\$0.00
9	Postage/Mailings	\$9.00
10	Travel	\$237.77
11	Service of Process/Attorney Service Fees	\$1,114.45
12	Expert/Witness Fees	\$0.00
13	Professional Services (Experts, Mediation)	\$1,498.75
14	Filing Fees	\$1,935.00
15	TOTAL EXPENSES	\$4,855.97

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

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

21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct. Executed this 7th day of May, 2021, at Burbank, California.

23 
24 TINA WOLFSON