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9 *Attorneys for Plaintiffs*

10 **UNITED STATES DISTRICT COURT**  
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 STEVE CHAMBERS, *et al.*, on behalf  
13 of themselves and all others similarly  
14 situated,

15 Plaintiffs,

16 v.

17 WHIRLPOOL CORPORATION, *et al.*,

18 Defendants.

Case No. 8:11-cv-01733-FMO-AN

Honorable Fernando M. Olguin

**DECLARATION OF  
NICOLE D. SUGNET, ESQ.**

Date: August 25, 2016

Time: 10:00 a.m.

Place: Courtroom 22

19 I, Nicole D. Sugnet, declare as follows:

20 1. I am a partner at the law firm of Lieff, Cabraser, Heimann &  
21 Bernstein, LLP (“LCHB”), counsel of record for the Plaintiffs. I am a member in  
22 good standing of the bar of the State of California. I submit this declaration in  
23 support of Plaintiffs' Motion for Attorneys’ Fees and Expenses and for Service  
24 Awards for Plaintiffs. I have personal knowledge of the facts set forth herein, and  
25 if called to testify thereto, I could and would do so competently.

26 **II. Background and Experience**

27 2. LCHB is a national law firm with offices in San Francisco, New York,  
28 and Nashville. LCHB’s practice focuses on complex and class action litigation

1 involving product liability, consumer, employment, financial, securities,  
2 environmental, and personal injury matters. A copy of LCHB's firm resume, which  
3 describes the firm's experience in class action and other complex litigation, can be  
4 found at <http://www.lchbdocs.com/pdf/firm-resume.pdf>, and is not attached hereto  
5 given its length. This resume is not a complete listing of all cases in which LCHB  
6 has been class counsel or otherwise counsel of record.

7 3. In particular, LCHB has extensive experience in the litigation, trial  
8 and settlement of class actions in complex economic injury consumer fraud and  
9 product defect cases. A sample of current and former such cases in which LCHB  
10 and/or its attorneys has served as class counsel include the following:

11 a. *In re Volkswagen "Clean Diesel" Marketing, Sales Practices,*  
12 *and Products Liability Litigation*, MDL No. 2672 CRB (JSC) (N.D. Cal) (Lead  
13 Counsel in a multidistrict litigation arising from Volkswagen's intentional  
14 installation of software in its vehicles that falsely reported the vehicles' emissions  
15 as being lower than actual amounts during testing);

16 b. *In re General Motors LLC Ignition Switch Litigation*, 14-MD-  
17 2543 (JMF); 14-MC-2434 (JMF) (Co-Lead Counsel in a multidistrict litigation  
18 seeking compensation on behalf of consumers who purchased or leased GM  
19 vehicles containing a defective ignition switch);

20 c. *Ross v. Trex Co., Inc.*, No. 09-cv-00670 JF (N.D. Cal.)  
21 (nationwide partial settlement class involving defective composite decking; final  
22 approval of settlement covering part of case granted in 2010; final approval of  
23 settlement covering remaining case granted in 2013);

24 d. *In re Imprelis Herbicide Marketing, Sales Practices and*  
25 *Products Liability Litigation*, No. 2:11-md-02284-GP (E.D. Pa.) (nationwide  
26 settlement involving defective herbicide; final approval granted in 2013);  
27  
28

1 e. *McLennan, et al. v. LG Electronics USA, Inc.*, No. 2:10-cv-  
2 03604-WJM-MF (D.N.J.) (nationwide settlement involving defective refrigerators;  
3 final approval granted in 2012);

4 f. *Glenz, et al. v. Sharp Electronics Corp.*, No. 2:08-cv-03652-  
5 FSH-MAS (D.N.J.) (nationwide settlement class involving defective projector  
6 bulbs; final approval granted 2011);

7 g. *Carideo, et al. v. Dell, Inc.*, No. C06-1772 JLR (W.D. Wash.)  
8 and *Omstead, et al. v. Dell, Inc.*, No. C06-6293 PJH (N.D. Cal.) (nationwide  
9 settlement class involving computer defect; final approval granted in 2010);

10 h. *Fulford v. Logitech, Inc.*, No. 08-cv-02041 MMC (N.D. Cal.)  
11 (nationwide settlement class involving false advertising claims related to remote  
12 controls; final approval granted in 2010);

13 i. *Create-a-Card v. Intuit*, No. CV-07-6452 WHA (N.D. Cal.)  
14 (nationwide settlement class involving faulty computer code; final approval granted  
15 in 2009);

16 j. *Pelletz v. Weyerhaeuser Company and Advanced Environmental*  
17 *Technologies, Inc.*, No. C08-0334 JCC (W.D. Wash.) (nationwide settlement class  
18 involving defective composite decking; final approval granted in 2009);

19 k. *Grays Harbor Adventist Christian School v. Carrier*  
20 *Corporation*, No. CV05-5437 (W.D. Wash.) (Washington class involving defective  
21 furnaces certified; nationwide settlement class; final approval granted in 2008);

22 l. *Weekend Warrior Trailer Cases*, Judicial Coordination  
23 Proceeding No. 4455 (Orange County, CA) (nationwide settlement class involving  
24 defective recreational trailers; final approval granted in 2008);

25 m. *Richina v. Maytag Corp.*, Case No. CV025202 (San Joaquin  
26 County, California) (California settlement class involving defective oven panels;  
27 final approval granted in 2007);  
28

1 n. *Lundell v. Dell, Inc.*, No. C05-3970 JW/RS (N.D. Cal.)  
2 (nationwide settlement class involving defective computers; final approval granted  
3 in 2006);

4 o. *Kan v. Toshiba America Information Systems, Inc.*, No.  
5 BC327273 (Los Angeles County, California) (nationwide settlement class  
6 involving defective computers; final approval granted in 2006);

7 p. *Behr Wood Sealant Cases*, JCCP Nos. 4132 & 4138 (San  
8 Joaquin County, California) (nationwide settlement class involving defective wood  
9 sealant; final approval granted in 2003);

10 q. *Richison v. American Cemwood Corp.*, Civil Action No. 005532  
11 (San Joaquin County, California) (nationwide litigation class involving defective  
12 shingles certified and upheld on writ review; nationwide settlement classes final  
13 approval granted in 2000 and 2003);

14 r. *Williams v. Weyerhaeuser Co.*, Civil Action No. 995787 (San  
15 Francisco County, California) (California litigation class involving defective siding  
16 certified in 1999; nationwide settlement class final approval granted in 2000);

17 s. *Delay v. Hurd Millwork Co.*, No. 972-073710 (Spokane County,  
18 Washington) (multi-state settlement class involving defective windows; final  
19 approval granted in 1998);

20 t. *Naef v. Masonite*, No. CV-94-4033 (Mobile County, Alabama)  
21 (nationwide litigation class certified in 1995, nationwide settlement class involving  
22 defective siding final approval granted in 1998);

23 u. *Bettner v. Georgia-Pacific*, No. CV-95-3330-RGK (Mobile  
24 County, Alabama) (nationwide settlement class involving defective siding; final  
25 approval granted in 1998);

26 v. *ABS Pipe Cases II*, JCCP No. 3126 (Contra Costa County,  
27 California) (nationwide settlement classes involving defective pipes; final approval  
28 granted in 1998 through 2001);

1 w. *In re: Louisiana-Pacific Co. Inner-Seal Siding Litigation*, No.  
2 CV-95-879 JO-LEAD (U.S.D.C. Oregon) (nationwide settlement class involving  
3 defective siding; final approval granted in 1996); and

4 x. *Cox v. Shell*, Civil No. 18,844 (Obion County, Tennessee)  
5 (nationwide settlement class involving defective polybutylene pipes; final approval  
6 granted in 1995).

7 4. LCHB's experience in these cases has provided LCHB's attorneys,  
8 including myself, with expertise in the legal, factual, management, notice, and  
9 administration issues that characterize product defect class actions.

10 5. I joined LCHB as an associate in 2012 and became a partner in 2015.  
11 Every year from 2013 through 2016, Super Lawyers has recognized me as a  
12 Northern California Rising Star. Since graduating from the University of  
13 California, Hastings College of the Law in 2006, I have focused my practice  
14 exclusively on consumer class action litigation. The following cases are  
15 representative examples of class actions in which I have played or am currently  
16 playing a leadership role:

17 a. *In re Anthem, Inc. Data Breach Litigation*, No. 15-md-02617-  
18 LHK (NC) (N.D. Cal.) (Plaintiffs' Steering Committee in a multidistrict litigation  
19 alleging that Anthem failed to maintain adequate security measures, resulting in a  
20 massive data breach compromising highly sensitive personal identifying  
21 information of more than 80 million persons);

22 b. *James v. UMG Recordings, Inc.*, No. CV-11-1613 (SI) (N.D.  
23 Cal.) (Co-Class Counsel in a class action alleging that UMG underpaid royalties to  
24 artists for digital downloads; final approval of settlement providing relief for past  
25 underpayments as well as a perpetual increase of 10% for all future royalties  
26 granted on April 13, 2016);

27 c. *Ebarle v. LifeLock, Inc.*, No. 15-cv-00258-HSG (N.D. Cal.) (Co-  
28 Class Counsel in a class action alleging that LifeLock falsely advertised its identity

1 theft protection services; preliminary approval of a \$68 million settlement granted  
2 on January 20, 2016; pending final approval);

3 d. *In re TracFone Unlimited Service Plan Litigation*, Case No. 13-  
4 cv-03440-EMC (N.D. Cal.) (Co-Class Counsel in a class action alleging that  
5 TracFone falsely advertised its cell phone plans as providing “unlimited” data when  
6 it imposed secret data caps on the plans, pursuant to which it would throttle (*i.e.*  
7 severely slow down) or suspend consumers’ data; final approval of a \$40 million  
8 settlement which included industry-leading business practice changes granted on  
9 July 2, 2015);

10 e. *Wilkins v. HSBC Bank Nevada, N.A., et al.*, No. 14-cv-00190  
11 (N.D. Ill.) (Co-Class Counsel in a Telephone Consumer Protection Act class action;  
12 final approval of a \$39,975,000 settlement granted on March 17, 2015).

13 6. A number of courts in the above cases have praised LCHB’s and co-  
14 counsel’s work. In the *HSBC* matter, Judge James F. Holderman commented on  
15 “the excellent work” and “professionalism” of LCHB and its co-counsel. In the  
16 *UMG* case, Judge Illston said that LCHB and its co-counsel “have all done a  
17 wonderful job for your respective clients in this case.” Judge Illston further  
18 commented that the case involved] an “extraordinarily complicated set of  
19 arrangements to make” and counsel did a “very good job.” In the *TracFone* matter,  
20 Judge Chen “commend[ed]” LCHB and its co-counsel for “getting the job done”  
21 despite having gone “through several stages and difficulties in this matter.”

22 7. My duties in this litigation included legal research and analysis and  
23 drafting portions of the oppositions to the motions to dismiss; defending two of the  
24 Named Plaintiffs’ depositions; observing Defendants’ inspection of a Named  
25 Plaintiff’s dishwasher; coordinating with Named Plaintiff Jackie Steffes to prepare  
26 responses to written discovery; providing training on and overseeing portions of the  
27 review of Defendants’ documents; participating in one of the mediation sessions;  
28

1 drafting and revising portions of the mediation briefs; and reviewing and revising  
2 settlement documents.

3 **III. Qualifications of Other LCHB Attorneys**

4 8. Other LCHB attorneys who have expended a substantial amount of  
5 time on this case include the following:

6 9. Kristen Law Sagafi, a former partner at LCHB. Ms. Sagafi graduated  
7 from Boalt Hall School of Law, University of California, Berkeley in 2002 and  
8 Ohio Wesleyan University *summa cum laude* in 1995. She was recognized in The  
9 National Law Journal's Plaintiffs' Hot List for her success in *Grays Harbor*  
10 *Adventis Christian School v. Carrier Corp.* The case resulted in a settlement worth  
11 \$300 million for consumers who had purchased certain Carrier furnaces that were  
12 allegedly made with inferior materials that caused them to fail prematurely. In  
13 2012, the Recorder recognized her as one of "50 Lawyers on the Fast Track." Ms.  
14 Sagafi was recognized by Super Lawyers as a Northern California Super Lawyer in  
15 2015 and 2016, and prior to that was recognized as a Northern California Rising  
16 Star every year from 2009 to 2014. Ms. Sagafi's duties in this action included  
17 coordinating with co-counsel on case strategy; researching, soliciting, and working  
18 with experts; participating in all of the mediation sessions, and working with co-  
19 counsel and defense counsel in negotiating a settlement.

20 10. Aya Winston, a staff attorney at LCHB. Ms. Winston is a 2010  
21 graduate of the University of California, Los Angeles School of Law and a 2006  
22 graduate of University of California, Los Angeles. Ms. Winston duties included  
23 reviewing and analyzing Defendants' documents, and also analyzing documents  
24 that were coding as "hot" to select documents to use in particular depositions.

25 11. Christen Lawler, a former contract attorney at LCHB. Ms. Lawler is a  
26 2010 graduate of the University of San Diego School of Law and a 2006 graduate  
27 of Duke University. Ms. Lawler assisted in reviewing and analyzing Defendants'  
28 document production.



1           12. Christopher Jordan, a former contract attorney at LCHB. Mr. Jordan is  
2 a 2004 graduate of Stanford Law School. Mr. Jordan assisted in reviewing and  
3 analyzing Defendants' document production.

4           13. Eduardo Santacana, a former associate at LCHB. Mr. Santacana is a  
5 2011 graduate of Harvard Law School and a 2008 graduate of Harvard University.  
6 Mr. Santacana conducted legal research on Utah causes of actions and drafted  
7 portions of the complaint regarding the Utah claims.

8 **IV. Overview of LCHB's Efforts in this Action**

9 **A. Contingent Nature of Action**

10           14. This matter has required LCHB to spend time on this litigation that  
11 could have been spent on other fee-generating work. Because LCHB undertook  
12 representation of this matter on a contingency-fee basis, LCHB shouldered the risk  
13 of expending substantial costs and time in litigating the action without any  
14 monetary gain in the event of an adverse judgment.

15           15. If not devoted to litigating this action, from which any remuneration to  
16 LCHB is wholly contingent on a successful outcome, the time that LCHB's  
17 attorneys and staff spent working on this case could and would have been spent  
18 pursuing other potentially fee generating matters.

19 **B. LCHB's Lodestar**

20           16. LCHB has maintained contemporaneous time records since the  
21 commencement of this action. Through the date of this declaration, LCHB has  
22 worked a total of **2,622.10** hours in this action, with a total lodestar of  
23 **\$1,056,689.50** and an overall blended billing rate (lodestar divided by total hours)  
24 of **\$402.99** per hour.

25           17. All attorneys and staff at LCHB are instructed to maintain  
26 contemporaneous time records reflecting the time spent on this and other matters.  
27 The regular practice at LCHB is for all attorneys and staff to keep contemporaneous  
28 time records, maintained on a daily basis, and describing tasks performed in 0.1

1 hour increments. Firm policy requires all staff to enter their time into an electronic  
2 timekeeping system on a daily basis.

3 18. I carefully reviewed LCHB's time entries in this matter and removed  
4 duplicative entries or other erroneous entries, and also exercised billing discretion  
5 to remove time billed to administrative tasks. None of this excluded time is  
6 included in the lodestar reported in paragraph 16 above.

7 19. I also did not include any time spent working on Plaintiffs' Motion for  
8 Award of Attorneys' Fees, or any time spent on researching issues relating to fees  
9 in preparation for negotiations or mediations, within the lodestar reported in  
10 paragraph 16 above. However, such time was necessarily spent since, without  
11 compensation, attorneys would not take on such cases. Moreover, such time  
12 required LCHB attorneys and staff to continue to focus on this litigation rather than  
13 focusing on other matters.

14 20. No time billed by paralegals or other LCHB staff is included in the  
15 lodestar reported in paragraph 16 above. In addition, I deleted all time by the  
16 persons who billed five (5) or less hours to the matter. Such deleted time includes  
17 time billed by partner Jonathan Selbin; partner Jason Lichtman; former paralegal  
18 Connor Griffith (the primary LCHB paralegal assigned to the matter); former  
19 paralegal Kathryn Murray; senior paralegal Richard Anthony; senior paralegal  
20 Todd Carnam; research assistant Nikki Belushko Barrows; and administrative  
21 assistant Miriam Gordon.

22 21. The total amount of time I deleted is 53.5 hours.

23 22. Attached hereto as **Exhibit A** is a true and correct summary by  
24 individual of the hours, task code, billing rate, and lodestar for each billers work on  
25 this matter through April 4, 2016.

26 23. Attached hereto as **Exhibit B** is the complete detail time for the work  
27 performed in this case through April 4, 2016. Redactions have been made where  
28 necessary to protected attorney-client privilege, the names of class members,

1 documents or filings that are confidential or under seal, or undisclosed work  
2 product (such as consultation with a non-testifying expert). Please be aware that  
3 some of the time entries refer to me by my former name, Nicole D. Reynolds.

4 24. LCHB's lodestar will grow slightly as we, along with co-counsel,  
5 continue to oversee settlement administration. The claims period will last for  
6 several months, and LCHB's commitment of time and labor to this case will  
7 continue until (and likely beyond) that date. LCHB, along with co-counsel, will  
8 assist Class Members with individual inquiries, will oversee the claims resolution  
9 process, and will help resolve Class Member challenges to the result of their claims  
10 submissions. Judging by previous experiences, these responsibilities will require  
11 substantial hours of work by Class Counsel over the coming months.

12 **C. Efforts to Avoid Duplication Among Co-Counsel**

13 25. I, along with Kristen Law Sagafi, worked closely with co-counsel to  
14 divide tasks, ensure efficient case management, and prevent duplication of efforts.  
15 By assigning specific tasks among firms, we were able to avoid replicating work.  
16 Only where it was necessary to have involvement from all of the firms, such as  
17 during the mediations, did such involvement occur.

18 **D. LCHB's Billing Rates**

19 26. The table below lists the LCHB attorneys and professional personnel  
20 and their current hourly rates. The hourly rate shown for any attorney or paralegal  
21 who is no longer employed with LCHB reflects the last rate that applied at the time  
22 of their employment in that position. As I mentioned above, I became a partner at  
23 LCHB in 2015. For my time working on this litigation which was spent before I  
24 became a partner (*i.e.* while I was an associate), LCHB seeks compensation at my  
25 hourly rate in place immediately before my promotion.  
26  
27  
28

Name and Position	Rate
Kristen Law Sagafi Former Partner at LCHB University of California, Berkeley Boalt Hall School of Law, 2002	\$600
Nicole D. Sugnet Partner at LCHB University of California, Hastings College of the Law, 2006	\$485 (partner rate) \$435 (associate rate)
Aya Winston Staff Attorney at LCHB University of California, Los Angeles, 2010	\$375
Christopher Jordan Former Contract Attorney at LCHB Stanford Law School, 2004	\$375
Christen Lawler Former Contract Attorney at LCHB University of San Diego, 2010	\$375
Eduardo Santacana Former Associate at LCHB Harvard Law School, 2011	\$350

27. LCHB sets its rates for attorneys and staff members based on a variety of factors, including the following: the experience, skill and sophistication required for the types of legal services typically performed; the rates customarily charged in similar matters in the relevant market; and the experience, reputation and ability of the attorneys and staff members.

28. In accordance with relevant case law, LCHB determines the rates for its staff attorneys and contract attorneys using the same factors that it determines the rates for all of its attorneys, including associates, partners, and of counsel. *See, e.g., Andrews v. Lawrence Livermore Nat. Sec., LLC*, No. 11-3930, 2012 WL 160117, at \*2 (N.D. Cal. Jan. 18, 2012) (“Defendants provide no authority for the proposition that, for purposes of determining reasonable hourly rates, an attorney’s

1 status as a contract attorney, as opposed to his or her employment as an associate, is  
2 a proper substitute for evaluating an attorney’s actual experience or skills.”); *In re:*  
3 *Cathode Ray Tube (Crt) Antitrust Litig.*, No. 3:07-CV-5944 JST, 2016 WL 721680,  
4 at \*45 (N.D. Cal. Jan. 28, 2016) (“The legal community now commonly uses  
5 contract attorneys. There is not the slightest justification to downgrade their billing  
6 rates or not apply a multiplier to them.”); *Charlebois v. Angels Baseball LP*, 993 F.  
7 Supp. 2d 1109, 1124 (C.D. Cal. 2012) (quoting *In re Tyco Int’l, Ltd. Multidistrict*  
8 *Litig.*, 535 F.Supp.2d 249, 272 (D.N.H.2007) (like paralegal time, it is “appropriate  
9 to bill a contract attorney’s time at market rates and count these time charges  
10 toward the lodestar.”)). That said, LCHB voluntarily capped the billing rates  
11 charged by Ms. Winston, Ms. Lawler, and Mr. Jordan at \$375 for this matter to  
12 ensure the reasonableness of the requested fee.

13 29. LCHB primarily represents clients on a contingent fee basis, both in  
14 class and individual cases. However, LCHB also represents plaintiffs on an hourly  
15 basis and is paid according to its then current hourly rates. For example, LCHB’s  
16 hourly rates were negotiated with and are paid on an hourly basis by sophisticated  
17 commercial entities, BlackRock (f/k/a Merrill Lynch Mutual Funds) and Charles  
18 Schwab & Co., Inc. LCHB does not bill at different rates for different clients or  
19 different types of cases.

20 30. Courts in this District that have approved LCHB’s standard billing  
21 rates as reasonable include the following:

22 a. *In re A-Power Energy Generation Systems, Ltd. Securities*  
23 *Litig.*, No. MDL 11-2302-GE (CWx), Dkt. No. 123 (C.D. Cal. Aug. 29, 2013)  
24 (granting requested attorneys’ fees);

25 b. *In re: Toyota Motor Corp. Unintended Acceleration Marketing,*  
26 *Sales Practices, and Products Liability Litig.*, No. 10-ml-02151 JVS (FMOx), Dkt.  
27 No. 3933 (C.D. Cal. June 24, 2013) (awarding requested fees and finding that  
28

1 “[c]lass counsel’s experience, reputation, and skill, as well as the complexity of the  
2 case” justified their rates that ranged from \$150 to \$950);

3 c. *White v. Experian Information Solutions, Inc.*, No. CV 05-1070  
4 DOC (MLGx), Dkt. No. 775 (C.D. Cal. June 15, 2011) (approving LCHB’s billing  
5 rates as justified “in light of the attorney’s reputation and experience” and the  
6 prevailing rates in the district);

7 d. *Berger v. Property I.D. Corp.*, No. CV 05-5373-GHK (CWx),  
8 Dkt. No. 899 (C.D. Cal. Jan. 28, 2009) (awarding requested fees).

9 31. Other federal district courts in California that have approved LCHB’s  
10 standard billing rates as reasonable include the following:

11 a. *In re High-Tech Employee Antitrust Litig.*, No. 11-cv-02509-  
12 LHK, Dkt. No. 1112 (N.D. Cal. Sept. 2, 2015) (approving billing rates, including a  
13 billing rate of \$490 for a contract attorney who worked solely on document review  
14 and analysis);

15 b. *In re TracFone Unlimited Serv. Plan Litig.*, 112 F. Supp. 3d  
16 993, 1009 (N.D. Cal. 2015) (granting requested attorneys’ fees);

17 c. *Nwabueze v. AT&T Inc.*, No. C 09-01529 SI, 2014 WL 324262,  
18 at \*2 (N.D. Cal. Jan. 29, 2014) (“[T]he Court also finds that the rates requested are  
19 within the range of reasonable hourly rates for contingency litigation approved in  
20 this District.”);

21 d. *Vedachalam v. Tata Consultancy Services, Ltd.*, No. C 06-0963  
22 CW, 2013 WL 3941319, at \*3 (N.D. Cal. July 18, 2013) (“Class Counsel’s hourly  
23 rates are reasonable in light of their experience (as reflected in their declarations  
24 and the declarations of their peers in the field of class action litigation), and the  
25 rates charged are comparable to other attorneys in this field.”);

26 e. *Ross v. Trex Co., Inc.*, No. 09-cv-00670-JSW, Dkt. No. 341  
27 (N.D. Cal. Dec. 16, 2013) (awarding requested attorneys’ fees);  
28

1 f. *Walsh v. Kindred Healthcare*, No. C 11-00050 JSW, 2013 U.S.  
2 Dist. LEXIS 176319, at \*9 (N.D. Cal. Dec. 16, 2013) (“The Court concludes  
3 Plaintiffs have shown that the requested rates are reasonable”);

4 g. *Brazil v. Dell, Inc.*, No. 07-cv-01700-RMW, Dkt. No. 334 (N.D.  
5 Cal. April 4, 2012) (finding that LCHB’s billing rates, which included a rate of  
6 \$410 charged by a contract attorney who performed document review and analysis,  
7 “are reasonable and in line with prevailing rates in this District for personnel of  
8 comparable experience, skill, and reputation”);

9 h. *In re AXA Rosenberg Investor Litigation*, No. 11-00536-JSW,  
10 Dkt. No. 73 (N.D. Cal. April 2, 2012) (“The Court has also reviewed Lead  
11 Counsel’s hourly rates and concludes that these rates are appropriate for attorneys  
12 in this locality of Lead Counsel’s skills and experience.”);

13 i. *Wehlage, et al. v. Evergreen at Arvin, LLP*, et al., No. 4:10-cv-  
14 058390-CW, 2012 WL 4755371, at \*2 (N.D. Cal. Oct. 4, 2012) (“[T]he billing rates  
15 used by Class Counsel to calculate their lodestar are reasonable and in line with  
16 prevailing rates in this District for personnel of comparable experience.”);

17 j. *Holloway v. Best Buy Co., Inc.*, No. C-05-5056 PJH (MEJ), Dkt.  
18 No. 382 (N.D. Cal. Nov. 9, 2011) (“The rates used by Class Counsel are  
19 reasonable.”);

20 k. *Fulford v. Logitech, Inc.*, No. 08-cv-02041 MMC, 2010 WL  
21 807448, at \*4 (N.D. Cal. Mar. 5, 2010) (“The Court further finds that Plaintiff’s  
22 Counsels’ hourly rates are reasonable for their skill and the work they performed.”);

23 l. *Adams v. Inter-Con Sec. Sys., Inc.*, No. C-06-5428 MHP, Dkt.  
24 No. 77 (N.D. Cal. Feb. 28, 2008) (Order Granting Application for Attorneys’ Fees  
25 and Costs, at 5) (“The Court has reviewed the hourly rates used by Class Counsel in  
26 calculating their lodestar fees and concludes that these rates are appropriate for  
27 attorneys in this locality of Class Counsel’s skill and experience.”).  
28

1           **E. Careful Assignment of Work**

2           32. Tasks were delegated appropriately among partners, associate  
3 attorneys, paralegals, and other staff according to their complexity. The work  
4 performed by staff attorneys, contract attorneys, or associates—including document  
5 review and analysis—was work that required sufficient knowledge of legal  
6 concepts and that I or another partner would have had to perform absent such  
7 assistance. The staff attorneys and contract attorneys were all qualified to perform  
8 substantive legal work based on their training and past experience working as  
9 attorneys, including as attorneys outside of LCHB’s offices. I and other Class  
10 Counsel therefore made every effort to litigate this efficiently by reducing  
11 duplication of effort and assigning work to the lowest billing timekeepers where  
12 feasible.

13           33. Attached as **Exhibit C** is a chart categorizing the time each biller spent  
14 on particular tasks, *e.g.*, discovery, pleadings, settlement, etc.

15           **F. LCHB’s Costs<sup>0.1</sup>**

16           34. LCHB maintains all books and records regarding costs expended on  
17 each case in the ordinary course of business, which books and records are prepared  
18 from expense vouchers and check records. I have reviewed the records of costs  
19 expended in this matter.

20           35. LCHB has incurred **\$31,478.45** in expenses, which includes LCHB’s  
21 proportional contributions to the fees associated with deposition transcripts  
22 (\$3,258.85); proportional contributions to the fees associated with the mediation  
23 sessions (\$5,167.87); travel costs associated with my and Kristen Law Sagafi’s  
24 participation in mediation sessions in Boston, MA (\$13,331.79); costs and fees  
25 associated with experts (\$2,051.88); costs associated with computer research on  
26 LEXIS and Westlaw (\$4,209.93); Federal Express and process server or messenger  
27 charges (\$480.91); and internal costs such as printing, copying, and telephone  
28



1 charges (\$2,977.22). Attached as **Exhibit D** is a report reflecting the costs LCHB  
2 incurred in this matter.

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I declare under penalty of perjury of the laws of San Francisco and the United States that the foregoing is true and correct, and that this declaration was executed in San Francisco, California on April 15, 2016.



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Nicole D. Sugnet

# EXHIBIT A

**LIEFF CABRASER HEIMANN & BERNSTEIN, LLP**

Report created on 04/14/2016 05:50:05 PM

From inception  
To 04/04/16

**Matter Number: 3565-0001      DISHWASHER FIRES - General Matter**

**PARTNER**

NAME	HOURS	RATE	TOTAL
KRISTEN LAW SAGAFI	228.20	625.00	142,625.00
NICOLE DIANE SUGNET	26.20	485.00	12,707.00
	<b>254.40</b>		<b>155,332.00</b>

**ASSOCIATE**

NAME	HOURS	RATE	TOTAL
CHRISTOPHER JORDAN	205.50	375.00	77,062.50
CHRISTIN LAWLER	605.20	375.00	226,950.00
EDUARDO SANTACANA	6.00	350.00	2,100.00
NICOLE DIANE SUGNET	227.00	435.00	98,745.00
AYA WINSTON	1,324.00	375.00	496,500.00
	<b>2,367.70</b>		<b>901,357.50</b>

**MATTER TOTALS      2,622.10      1,056,689.50**

**REDACTED**

# EXHIBIT C

Steve Chambers v. Whirlpool Corporation

TIME REPORT

FIRM NAME: Lief Cabraser Heimann & Bernstein, LLP  
 REPORTING PERIOD: Inception through April 4, 2016

- |                                     |   |
|-------------------------------------|---|
| (1) Investigations                  | (5) Settlement                            |
| (2) Discovery                       | (6) Class Certification                   |
| (3) Pleadings, Briefs               | (7) Trial & Preparation                   |
| (4) Court Appearances & Preparation | (8) Case Management & Litigation Strategy |

Name	Status	1	2	3	4	5	6	7	8	Current Hourly Rate	Total Cumulative Hours	Cumulative Lodestar
Jordan Christopher	A		205.5							375	205.5	\$77,062.50
Christin Lawler	A		605.2							375	605.2	\$226,950.00
Kristen Law Sagafi	P	9.9	8.0	9.6	15.5	155.8	12.5		16.9	625	228.2	\$142,625.00
Eduardo Santacana	A			6.0						350	6.0	\$2,100.00
Nicole Sugnet	A	1.0	107.0	72.2		39.4	2.7		4.7	435	227.0	\$98,745.00
Nicole Sugnet	P			8.7		17.5				485	26.2	\$12,707.00
Aya Winston	A		1323.0						1.0	375	1324.0	\$496,500.00
<b>TOTAL</b>		10.9	2248.7	96.5	15.5	212.7	15.2		22.6		2622.1	<b>\$1,056,689.50</b>

Status  
 Partner (P)  
 Associate (A)  
 Paralegal (PL)  
 Administrative Assistant (AA)

**REDACTED**