

1 Steven A. Schwartz (*pro hac vice*)
2 Timothy N. Mathews (*pro hac vice*)
3 **CHIMICLES SCHWARTZ KRINER**
4 **& DONALDSON-SMITH LLP**
5 361 West Lancaster Avenue
6 Haverford, Pennsylvania 19041
7 Telephone: (610) 642-8500
8 Telecopier: (610) 649-3633
9 sas@chimicles.com
10 tnm@chimicles.com

11 *Plaintiffs' Co-Lead Counsel*

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

14 STEVE CHAMBERS, *et al.*, all of
15 whom sue in their individual capacities
16 and for all others similarly situated,

17 Plaintiff,

18 vs.

19 WHIRLPOOL CORPORATION, *et al.*,

20 Defendants.

Case No: 8:11-cv-01733-FMO- JCGx

**DECLARATION OF STEVEN A.
SCHWARTZ IN SUPPORT OF
PLAINTIFFS' RENEWED
MOTION FOR AWARD OF
ATTORNEYS' FEES AND
EXPENSES**

The Honorable Fernando M. Olguin

21 I, Steven A. Schwartz, declare as follows:

22 1. I am a partner at the law firm of Chimicles Schwartz Kriner &
23 Donaldson-Smith LLP and along with my partner Tim Mathews and co-counsel
24 Charles Fax have been appointed by the Court as Plaintiffs' Co-Lead Counsel. I
25 submit this declaration in support of Plaintiffs' Renewed Motion for an Award of
26 attorneys' fees and expenses in connection with services rendered in this Action.

27 2. I have personal knowledge of the facts set forth in this declaration and
28 if called as a witness would testify competently thereto. My partner Mr. Mathews has

1 also reviewed this declaration for accuracy and if called as a witness would testify
 2 competently thereto.

3 3. In connection with the Court’s October 11, 2016 Order awarding fees
 4 and expenses (ECF No. 351), the Court examined my firm’s detailed billing records,
 5 and in its Order, after making a modest adjustment, found reasonable my firm’s total
 6 hours of 5,787 and our lodestar of \$2,761,543.75 as of March 31, 2016. The Court
 7 also approved my firm’s hourly billing rates.

8 4. In the almost five years since the Court’s Order, my firm has increased
 9 our billing rates consistent with rates in the legal market generally. At our current
 10 billing rates, my firm’s previously approved lodestar is now \$2,977,833. Table A is
 11 a chart reflecting each biller’s former hourly rate approved by the Court and current
 12 rate. Personnel who are no longer with the firm are billed at the rate applicable when
 13 they left the firm.
 14

Name	Position/Title	Previously Approved Hourly Rate	Current Hourly Rate
Schwartz, Steven A.	Partner	\$750	\$825
Mathews, Timothy N.	Partner	\$600	\$725
Gushue, Alison G.	Of Counsel	\$500	\$550
Scott, Daniel B.	Former Associate	\$460	\$500
Donato Saler, Christina	Former Special Counsel	\$500	\$500
Pratsinakis, Catherine	Former Special Counsel	\$500	\$500
Geyelin, Anthony A.	Associate	\$450	\$460
Kenney, Joseph B.	Former Associate	\$300	\$300
Gaughan, Bryan M.	Former Paralegal	\$250	\$250
Cain, Shelby R.	Former Paralegal	\$175	\$175
Royer, Jessie	Former Paralegal	\$150	\$150
Ngo, Phuong	Former Legal Assistant	\$100	\$100
Epstein, Blair M.	Former Legal Assistant	\$60	\$60

1 5. My firm’s hourly rates, including Mr. Mathews and my hourly rates,
2 have been approved by numerous courts. *See e.g., In re Cigna-American Specialty*
3 *Health Administrative Fee Litigation*, No. 2:16-cv-03967-NIQA (E. D. Pa.), ECF
4 101 (8/29/19) at 29 (finding my rate and CSKD rates and hours “reasonable” and
5 “appropriate” in approving fee request); *Granados v. County of L.A.*, 2018 Cal.
6 Super. LEXIS 7807, *52 (Cal. Super. 2018) (approving Mr. Mathews’ rates and other
7 CSKD rates as “reasonable based on the Court’s experience in matters in the Los
8 Angeles market”); *In re 24 Hour Fitness Prepaid Mbrshp. Litig.*, No. 16-cv-01668-
9 JSW, 2018 U.S. Dist. LEXIS 235375, at *13 (N.D. Cal. June 8, 2018) (approving
10 Mr. Mathews’ rates and other CSKD rates “reasonable within the relevant
11 community”); *Rodman v. Safeway*, No. 3:11-cv-03003-JST (N.D. Cal.), August 23,
12 2018 Order, ECF No. 496 at 11-12 (approving CSKD rates, including my rate and
13 Mr. Mathews rate, in connection with \$42 million full-recovery judgment affirmed
14 on appeal at 2017 U.S. App. LEXIS 14397 (9th Cir. 2017); *see also* ECF 216-3 at 24
15 for additional cases.

16 6. My firm also continued to spend time working on this case subsequent
17 to March 31, 2016, which was the end date of the lodestar previously submitted to
18 the Court. That post-submission time includes additional time spent at the district
19 court level on achieving final approval of the settlement (including responding to
20 objections and taking objector discovery), corresponding with class members,
21 handling notice and claims administration issues, and time spent at the appellate
22 level, including Whirlpool’s appeal of the fee award and the objectors’ appeals
23 seeking to overturn approval of the settlement and the fee award. More specifically,
24 my firm, along with our Col-Lead Counsel Charles Fax, took the lead in handling all
25 settlement-related issues with defendant Whirlpool; my firm took the lead in taking
26 discovery and depositions of objectors and their counsel; my firm took a lead role in
27 all pleadings filed with the Court, including the final approval papers and papers
28

1 responding the objections; my firm to the lead role in all briefs and other papers filed
2 in the Ninth Circuit and I argued the appeal before the Ninth Circuit; my firm took
3 the lead in overseeing the settlement administration and notice process, handling
4 communications with the settlement administrator KCC with respect to notice and
5 claims administration issues, and negotiating with Whirlpool the precise language of
6 the revised safety warnings and other injunctive relief; and after remand, my firm,
7 along with Mr. Fax, took the lead in the successful fee mediation per the Court's
8 Order at ECF 403. My firm and Mr. Fax's firm will continue to take a lead role in
9 monitoring the claims administration process, including related negotiations with
10 Whirlpool and KCC, and ensuring that the process continues to work effectively.

11 7. My firm's post-submission time (i.e., time since the April 1, 2016
12 submission) totals 2,883.7 hours, and our post-submission lodestar at current rates is
13 \$1,987,738.50. This covers the period April 1, 2016 to May 31, 2021. Exhibit A,
14 attached hereto, reflects the hours, rates, and lodestar of the billers who performed
15 post-submission work. As reflected above, my firm will continue to perform work on
16 this case including with respect to claims administration.

17 8. My firm's total current lodestar, including previously approved lodestar
18 at current rates and our post-submission time at current rates, is \$4,965,571.50.

19 9. My firm also incurred additional unreimbursed out-of-pocket expenses
20 of \$41,070.95 subsequent to March 31, 2016. These expenses, which are described
21 in Exhibit B, hereto, are reflected on the books and records of my firm, have not been
22 reimbursed, and were not included in the \$508,292.62 in expenses previously
23 approved and awarded by the Court.

24 10. My firm was closely involved in virtually all all aspects of the
25 prosecution of class members' claims. Mr. Mathews was closely involved in virtually
26 all aspects of litigation discovery, including depositions, and Mr. Mathews and I
27 participated in all settlement negotiations with Whirlpool. During the litigation,
28

1 Class Counsel did not request or review documents related to coupons, did not take
2 depositions related to coupons, did not respond to motions to dismiss related to
3 coupons, did not retain experts related to coupons, *etc.*. Other than the fee briefing
4 and appeal, the only arguable coupon-specific time was time spent negotiating and
5 defending the coupon terms during the mediations before Professor Eric Green, as
6 well as related work such as drafting rebate-specific portions of the settlement and
7 the notice and claim forms. That coupon-specific time is miniscule relative to the
8 total time spent on the case, and virtually none of that time was included in the
9 lodestar previously submitted to the Court.

10 11. In papers filed before this Court and the Ninth Circuit, Whirlpool
11 projected that coupons redemptions could be, at most, between \$2 and \$4.5 million,
12 and more recently, Whirlpool has advised Class Counsel that it estimates
13 redemptions of around \$1 million based on redemptions in a nearly identical
14 Canadian dishwasher settlement.

15 12. During the litigation, Whirlpool reached out to hundreds of consumers
16 who had posted their personal information on Plaintiff Chambers' website and
17 offered to "buy back" the dishwashers or otherwise compensate them in exchange
18 for a release of claims. Whirlpool has been unable to provide Class Counsel with
19 complete records, but the parties agree that around \$100,000 in payments were made
20 to these consumers.

21 13. Whirlpool and Sears heavily market and sell extended warranties based
22 on the peace of mind they offer. Attached as Exhibits C and D are true and correct
23 samples of recent advertising communications sent by Whirlpool regarding its extend
24 warranty programs.

25 14. In April 2021, Whirlpool paid Class Counsel \$508,292.67 in expenses
26 that the Court awarded in 2016. No appellant challenged that expense award in
27 connection with the Ninth Circuit appeals.
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15. In January 2017, my firm switched from billing in quarter hour increments to six-minute billing increments.

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

Executed on this 16th day of June 2021 in Berwyn PA.

/s/ Steven A. Schwartz
Steven A. Schwartz

EXHIBIT A

LODESTAR SUMMARY – April 1, 2016 to May 31, 2021

NAME	STATUS/ YRS. OF PRACTICE	HOURS	RATES	LODESTAR
Schwartz, Steven A.	P/35	1,298.65	\$825.00	\$1,071,386.25
Mathews, Timothy N.	P/19	972.45	\$725.00	\$705,026.25
Gushue, Alison G.	OC/16	105.15	\$550.00	\$57,832.50
Holbrook, Samantha E.	A/11	11.30	\$525.00	\$5,932.50
Ferich, Andrew W.	FA/10	13.50	\$525.00	\$7,087.50
Beatty, Zachary P.	A/5	135.40	\$400.00	\$54,160.00
Heller, Russell C.	FA/7	30.40	\$400.00	\$12,160.00
Beatty, Zachary P.	FLC	181.00	\$210.00	\$38,010.00
Sachs, Kimberly L.	FLC	51.00	\$190.00	\$9,690.00
Haddad, Yasmine M.	FPL	15.50	\$70.00	\$1,085.00
All Timekeepers Under 10 Hours		69.35		\$25,368.50
TOTALS		2,883.70		\$1,987,738.50

EXHIBIT B

EXPENSE SUMMARY – March 31, 2016 to present

DESCRIPTION	AMOUNT
Photocopies - Firm	\$9,024.00
Deposition Transcripts	\$6,748.15
Expert/Professional Services	\$9,128.12
Travel/Food/Lodging	\$6,322.93
Computer Research	\$4,167.03
Subpoena Service/Witness Fees	\$3,542.30
Subpoena Service	\$1,052.55
Courier Mail	\$1,052.12
Filing Fees	\$17.00
Postage	\$9.15
Telephone/Facsimile	\$7.60
TOTAL:	\$41,070.95

EXHIBIT C



Keep your dishwasher covered in the years to come. Act now - this offer **EXPIRES SOON!**

Why would you need it?

For the Unexpected
Over time and with daily use, issues can arise.

To Save \$100s –

[View Savings.](#)

To Save \$100s
Plans are typically less than one repair.

[View Savings.](#)

Whirlpool Quality
100% certified parts and technicians.

Select A Plan

1 Year

1 Payment of

\$189.95

(plus applicable sales tax)

Full Pay Payments

Add to Cart

[Save My Quote](#)

Best Value



All coverage begins AFTER the standard manufacturer’s warranty expires. Available term options may vary.



Get the only plan that uses factory certified parts and technicians for repairs.

Experience the convenience of covering multiple appliances under ONE plan. Bundle products and SAVE 10%.

Build A Plan

The Whirlpool Service Plan Advantage

Whether it’s keeping your favorite snacks cool or a kid’s uniform fresh, you’re relying on your appliances day in and day out. We understand. That’s why we created the Whirlpool Service Plan, which includes additional benefits that a typical retailer’s service plan does not.

Whirlpool Service Plan	Typical Retailer’s Plan
Factory Certified Parts	
Factory Certified Technicians	
Convenient Payment Options	
Create Multi-Product Plans & Save	

Whirlpool Service Plan

**Typical
Retailer's Plan**

Food Spoilage Protection	Up to \$250	Varies based on retailer (as low as \$150)
No-Lemon Policy		
Transferable		
Risk-Free Cancellation		
Multi-Year Plan Options		

Advantages of Choosing a Whirlpool Service Plan

Customer Testimonials

vacation and found a problem with our washer. We called and they were able to fix it the next day and fix it.”

“I have used the service call to file a claim.”

*Emily
Tallahassee, Florida*



Select A Plan

Questions? Call 866-265-2137 (tel:866-265-2137)

Whirlpool Service Plans are offered, sold and issued by AIG WarrantyGuard, Inc., 650 Missouri Avenue, Jeffersonville, IN 47130, an affiliate of American International Group, Inc. (AIG). Limitations and exclusions apply. See the complete [terms and conditions \(\(details\)\)](#). Whirlpool is not affiliated with AIG or any of its affiliates. Whirlpool trademarks used with permission.

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EXHIBIT D

[View Online](#)



Protecting what matters, that's caring.

As an owner of a Whirlpool Oven Microwave Combo, you're eligible for a Whirlpool Service Plan. Simply choose a plan below to receive this valuable protection.

3 - Year Protection Plan

\$787.02
Best Value

[Learn More >](#)

1 - Year Protection Plan

\$524.65

[Learn More >](#)

Invitation Number: 9446-66-8446 | Authorization Code: 0124-79-8601

Plan Benefits

- Authorized Technicians
- Fully Transferable
- No Deductible

Act Now and Save
Offer Expires 04/16/2021

Questions? Call 866-265-2659

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