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25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
26 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

27 IN RE: TV WRITERS CASES

28 **Case Nos. BC 268836 (and related cases)**
[Assigned to Hon. Emilie H. Elias for all purposes]

THIS DOCUMENT RELATES TO:

Case No. 268 836 – Alch, et al. v. Time Warner
Entertainment Company, L.P., et al.;

Case No. 268 837 – Neal, et al. v. Viacom Inc.
and United Paramount Network;

Case No. 268 838 – Young, et al. v.
DreamWorks SKG TV LLC;

Case No. 268 839 – Bast, et al. v. Fox
Broadcasting Company, et al.;

Case No. 268 840 – Levy, et al. v. The Gersh
Agency, Inc.;

Case No. 268 841 – Edwards, et al. v. The
Carsey-Werner Co., et al.;

Case No. 268 842 – Wynn, et al. v. National
Broadcasting Company, Inc., et al.;

Case No. 268 843 – Brooks, et al. v. William
Morris Agency, Inc.;

DECLARATION OF STEVEN M.
SPRENGER IN SUPPORT OF CLASS
COUNSEL'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES
AND EXPENSES

1 **Case No. 268 844** – Brett, et al. v. Walt Disney
Company, et al.;

2 **Case No. 268 845** – Distefano, et al. v.
Columbia TriStar Television, Inc.;

3 **Case No. 268 847** – Eisenson, et al. v. Lucy
Stille & Associates, Inc.,
4 d/b/a Paradigm Talent & Literary Agency,
et al.;

5 **Case No. 268 848** – Lang, et al. v. Shapiro-
Lichtman, Inc., d/b/a Shapiro Lichtman-
6 Stein;

7 **Case No. 268 849** – Neal, et al. v. The
Endeavor Agency, Inc.;

8 **Case No. 268 877** – Kinghorn, et al. v.
Universal Studios, Inc., et al.;

9 **Case No. 268 878** – Moriarty, et al. v. Viacom
Inc., Paramount Studios, Inc., et al.;

10 **Case No. 268 880** – Yanok, et al. v. Agency for
the Performing Arts, Inc.;

11 **Case No. 268 881** – Schwartz, et al. v. United
Talent Agency, Inc.;

12 **Case No. 268 882** – Shayne, et al. v. Viacom
Inc. and CBS Broadcasting Inc.; and

13 **Case No. 268 883** – Kalish, et al. v. Viacom
Inc., Spelling Entertainment Inc., et al.

14

15

16 I, Steven M. Sprenger, hereby declare and state:

17 1. I am the sole member of Sprenger + Lang, PLLC (“S+L”) and am one of Class
18 Counsel for plaintiffs in the above-captioned “TV Writers Cases.” I submit this declaration as
19 required by Paragraph 13 of the Court’s Order Preliminarily Approving Settlement, dated
20 January 22, 2010, which requires that Class Counsel provide “verification of (a) out-of-pocket
21 expenses and (b) hours expended and rates regularly charged and paid by clients or awarded by a
22 court,” in support of Class Counsel’s common request for reimbursement of expenses and a
23 unified award from the Legal and Administrative Expense portion of QSFII in the pending
24 settlement of 19 of the “TV Writers Cases”.

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1 professionals for calendar year 2010 using this same methodology are set forth in Exhibit A.
2 Those are also the rates that our firm charges the clients whom we represent on a pure hourly
3 basis. Our firm's rates are substantially the same as those of Goldstein, Demchak, Baller,
4 Borgen & Dardarian of Oakland, California, a firm whose class action employment practice most
5 closely resembles our practice.

6 6. Pursuant to our firm's written policy, all S+L timekeepers are required to record
7 the time that they work on each matter contemporaneously and to review it for accuracy at the
8 end of each month. To the best of my knowledge they have complied with this requirement as I
9 have regularly reviewed timekeeping reports for all of S+L's timekeepers over the course of this
10 litigation. According to S+L's records, S+L timekeepers worked a total of 63,246 hours on these
11 cases through December 31, 2009 as summarized in Exhibit B. These cases comprise more than
12 50% of S+L's contingency fee work-in-progress.

13 7. Moreover, during the first quarter of 2010, S+L timekeepers, primarily Mike
14 Lieder and Denise Adams, recorded another 400 hours in connection with the final editing of
15 settlement documents, the assistance of class members with questions and claim forms, and the
16 development of a claim distribution formula.

17 8. S+L's detailed time records are maintained by the firm's internal accountant,
18 Heidi Myers, in electronic format. Pursuant to Class Counsel's written co-counsel agreement,
19 the other firms and individual attorneys who worked on this litigation were required to submit
20 their detailed time records in electronic format to Ms. Myers on a quarterly basis. Ms. Myers
21 then compiled the time records for all Class Counsel and their staff.

22 9. We understand that some or all firms exercised billing judgment to eliminate
23 some time recorded by those firms. All firms were asked to, and to the best of our knowledge
24 did, also eliminate all time billed to the ICM, Broder Kurland, Schechter, CAA and Miller cases.
25 We then made three further adjustments as to and with the approval of all firms. First, we
26 eliminated all timekeepers with fewer than 50 hours (some firms independently eliminated
27 timekeepers with fewer than 100 hours) and those performing primarily administrative/clerkal
28 functions. This eliminated almost 1,000 hours of time and over \$300,000 in lodestar value.

1 Second, we eliminated time billed to general accounts which we used to support our fee
2 application in the ICM-Broder Kurland settlement, comprising over 4,000 hours and over \$1.4
3 million in lodestar fees. Third, for purposes of this petition, we decided not to claim 3,000 of the
4 attorney hours that have been recorded, valued at \$1.875 million at lodestar rates. The resulting
5 spreadsheet is set forth in Exhibit B. These adjustments reduced the total lodestar value of the
6 time worked to \$41,275,707.45. The supporting time entry detail exceeds 2,000 pages.

7 10. The resulting blended rate for all timekeepers based on the requested fee award is
8 approximately \$230 per hour whereas the market rate for these timekeepers is approximately
9 \$410 per hour.

10 11. Through December 31, 2009, S+L advanced \$1,990,384.85 in expenses on all
11 cases, excluding the ICM, Broder Kurland, Schechter, CAA and Miller cases, of which
12 \$15,126.47 has been previously reimbursed by various defendants in satisfaction of court-issued
13 bills of costs and privacy notice cost sharing, and \$125,000.00 was contributed by the AARP.
14 Accordingly, S+L's unreimbursed case expenses through December 31, 2009, inclusive of the
15 AARP contribution referenced at Paragraph 4 of the Declaration of Thomas Osborne (AARP
16 Foundation Litigation) and \$8,962.47 referenced at Paragraph 7 of the Declaration of Henry
17 Willis (SSDS), are \$1,975,258.38. These expenses were reasonable and necessary to the
18 successful resolution of these cases.

19 11. S+L's detailed expense records are also maintained by the firm's internal
20 accountant in electronic format. Each expense has been categorized as follows: claims
21 administration; class notice; court filing, witness and service fees; court reporting; computerized
22 legal research; electronic document management; experts/consultants; interest accrual;⁵ long
23

24 ⁵ It is common practice in California for attorneys to charge their clients interest on unpaid
25 legal services invoices at substantially higher interest rates. In fact, the sample retainer
26 agreement published by the California Family Law Institute in Santa Monica includes the
27 following provision: "Bills are payable immediately when received. Bills not paid within thirty
28 (30) days will be charged a late charge at a simple interest rate of eighteen percent (18%) per
year." See Ex. D, CFLI Sample Legal Services and Arbitration Agreement. Moreover, the
overwhelming number of bar authorities that have addressed the propriety of charging interest on
unpaid legal fees in the absence of an express retainer provision have likewise approved of this
practice. See Ex. E, New York City Bar Association, Formal Opinion 2000-2 at pp. 2-3 & n.4.

1 distance telephone; mediation; messengers; WGA data purchase and membership mailing by
2 Pacific Rim; miscellaneous; photocopying/OCR scanning (internal or external); postage;
3 “special” rent; or, travel. A summary of expenses is set forth in Exhibit C. The supporting
4 expense entry detail exceeds 500 pages.

5 **CONFIRMATION OF AGREEMENT OF CLASS COUNSEL TO FILE**

6 **A COMMON FEE AND COST REIMBURSEMENT APPLICATION**

7 12. S+L joins in and supports the common fee and expense petition filed by Class
8 Counsel requesting the Court award a one-third contingent fee to Class Counsel and expenses
9 sufficient to reimburse Class Counsel and direct that the Trustees of QSF II pay such award from
10 the Legal and Administrative Expense portion of QSFII to the accounts of the appropriate firms
11 and/or attorneys. S+L agrees that its expenses will be reimbursed and its fees will be paid from
12 any such award. Accordingly, S+L makes no separate or additional requests for payments of
13 fees or reimbursement of expenses. The time and expense information is furnished here as part
14 of Class Counsel’s fee and expense petition.

15 **QUALIFICATIONS OF COUNSEL**

16 13. During its approximately twenty years of existence, S+L has litigated numerous
17 employment class actions to a successful resolution, including:

- 18 a. *Augst-Johnson v. Morgan Stanley*, No. 1:06-CV-01142 (D.D.C. 2007)
19 (gender discrimination class action);
- 20 b. *Jarvaise v. RAND Corp.*, No. 1:96-CV-2680 (D.D.C. 2007) (gender
21 discrimination class action);
- 22 c. *Carlson v. C.H. Robinson Worldwide, Inc.*, No. CV-02-3780 (D. Minn.
23 2006) (gender discrimination class action);
- 24 d. *Lucich v. New York Life Ins. Co.*, No. 01-1747 (S.D.N.Y. 2004) (ERISA
25 pension benefits class action);
- 26 e. *Kosen v. American Express Financial Advisors, Inc.*, No. 02CV00082
27 (D.D.C. 2002) (gender discrimination class action);
- 28 f. *Franklin v. First Union Corp.*, Nos. 3:99cv344 and 610 (E.D. Va. 2001)
(ERISA breach of fiduciary duty class action);
- g. *Beckmann v. WCCO-TV*, No. 3-96-1172 (D. Minn. 2001) (gender
discrimination class action);

- 1 h. *Thornton v. National Railroad Passenger Corp.*, No. 98-890 (D.D.C. 2000) (race discrimination class action);
- 2 i. *McLaurin v. National Railroad Passenger Corp.*, No. 98-2019 (D.D.C. 1999) (race discrimination class action);
- 3 j. *Jenson v. Eveleth Mines*, No. 5-88-163 (D. Minn. 1998) (gender
- 4 discrimination class action);
- 5 k. *Hyman v. First Union Corporation*, No. 94-1043 (D.D.C. 1997) (age
- 6 discrimination collective action);
- 7 l. *Burns v. Control Data Corporation*, No. M.D. 4-96-41 (D. Minn. 1997)
- 8 (age discrimination collective action);
- 9 m. *In Re: Maytag Corporation/Dixie Narco Plant Closing Litigation*, No. 92-
- 10 C-417 (Jefferson County, West Virginia Circuit Court 1995) (breach of
- 11 contract and fraud class action); and,
- 12 n. *In re Pepco Employment Litigation*, No. 86-0603 (D.D.C. 1993) (race
- 13 discrimination class action).

14 14. I am one of two S+L partners who has worked about 5,000 hours on this

15 litigation. I graduated *with high distinction* from the University of Iowa College of law in 1988,

16 and served on both the Iowa Law Review and the Iowa Moot Court Board. After graduation, I

17 worked for four years (1988-1992) as an associate in the law firm of Arent Fox Kintner Plotkin

18 & Kahn, in Washington, D.C., and one year (1992-1993) as an associate in the law firm of

19 Shook, Hardy & Bacon, in Kansas City, Missouri. I then founded my own private practice in

20 Kansas City, Missouri, focusing on individual and class employment discrimination cases. Prior

21 to joining S+L in 2000, I served as lead class counsel in two employment discrimination class

22 actions: *Turner v. Torotel, Inc.*, No. o. 96-0646-CV-W-5 (W.D. Mo.) (W.D. Mo. 1998) (race

23 discrimination) and *Eickhoff v. Unified Government of Wyandotte County and Kansas City,*

24 *Kansas*, No. 98-2372-KHV (D. Kan. 1999) (race, gender and national origin “reverse”

25 discrimination). I have also had a major role in the prosecution of the five most recent S+L class

26 cases listed in paragraph 13, above. I have served as lead or co-lead counsel in more than ten

27 jury trials and three bench trials. I have spoken at numerous seminars about various aspects of

28 employment class action litigation, and, in 2007, was named by *Lawdragon* as one of the 500

leading plaintiffs’ lawyers in the country. I have a Martindale-Hubbell AV® rating.

