



when it became apparent that settlement was not possible without litigation, I asked the firm of Beldock Levine & Hoffman, LLP to join in the representation. We later added Linda Pasichnyk and Theresa Reardon as clients and additional named plaintiffs and putative class representatives in a June, 2008 amended complaint. Throughout this litigation, I have focused on pursuit of the individual claims of the named plaintiffs, while assuming a supporting role with regard to the class claims.

## WORK PERFORMED ON BEHALF OF MS. CRONAS AND THE CLASS

### Early Representation of Ms. Cronas

5. Ms. Cronas retained me when she was terminated by defendant Willis of New York, Inc. in June, 2004. I conducted legal research on her claims and learned the facts through interviews with Ms. Cronas and other witnesses and through document review.

6. My efforts to negotiate a settlement with defendants' in-house counsel at the time of the termination were not fruitful.

7. In October, 2005, I learned about a pending class action against Ms. Cronas's former employer, *Hnot v. Willis Group Holdings, Ltd., et al.* 01-CV-6588. After obtaining publicly-available materials on this case, I spoke with counsel for the plaintiffs in *Hnot*, who confirmed that Ms. Cronas was a member of the *Hnot* class and agreed to provide us with otherwise confidential discovery materials relating to Ms. Cronas if we secured agreement from Bettina Plevan, outside counsel for the defendants in that litigation. Ms. Plevan subsequently provided limited discovery on Ms. Cronas's various compensation claims, and we engaged in settlement discussions spanning a period from mid-October 2005 to May 2006.

8. In May 2006, these discussions foundered when Ms. Plevan advised me that her clients were not willing to negotiate until after a decision was made on the pending motion to determine the temporal scope of the *Hnot* class.

#### Commencement of Litigation

9. At that point, I reached out to Robert Herbst, then at Beldock Levine & Hoffman LLP and now Senior Counsel to Giskan Solotaroff Anderson & Stewart LLP, asking him to serve as lead counsel in Ms. Cronas's efforts to either intervene in *Hnot* or commence an independent class action. This request was made both because of Mr. Herbst's extensive trial experience and experience in class actions and because of his firm's ability to provide the financial and staff support needed for this type of litigation. On July 14, 2006, we notified the *Hnot* Court and defense counsel of our intention to seek leave to intervene.

10. That motion was denied by Judge Lynch on November 30, 2006, 2006 WL 3476746, in a ruling later upheld by the Second Circuit, 234 Fed.Appx. 13, 2007 WL 1366355 (5/10/07). As a result, the complaint in the instant case was filed on December 19, 2006.

#### Subsequent Activity

11. The Declaration of Robert Herbst submitted herewith generally describes the work done on this case. I and my colleagues at Brill & Meisel continued to do the primary work prosecuting Ms. Cronas's claims (and those of Ms. Pasichnyk and Ms. Reardon), while Mr. Herbst and his past and present firms, eventually assisted by Christine Webber of Cohen Milstein, played the lead role in prosecuting the class claims.<sup>1</sup>

---

<sup>1</sup> Our primary contributions to prosecution of the class claims were deposing one witness on defendants' policies and practices regarding compensation of women and defendants' grievance procedures and practices; reviewing and analyzing data on options and other deferred compensation and working with our expert witness to ensure that he had all of the information he needed to develop his opinions and prepare his reports on the class claims relating to these forms of compensation; and training the paraprofessionals who

12. Work focusing on Ms. Cronas's claims by our firm and co-counsel included the following:

Successfully opposing defendants' motion to dismiss or compel Ms. Cronas's claims to arbitration;

Successfully opposing defendants' motion for certification of an interlocutory appeal of this decision;

Interviewing potential witnesses;

Conducting and responding to extensive discovery on Ms. Cronas's claims, including numerous document demands and interrogatories by both sides, a 2-day deposition of Ms. Cronas, depositions of three persons primarily for their knowledge of Ms. Cronas's claims and depositions of six others whose testimony was primarily focused on the class claims but also addressed the claims of Ms. Cronas, and numerous letter briefs and telephone conferences with Magistrate Judge Freeman to resolve discovery disputes;

Providing a detailed explanation of Ms. Cronas's claims to the persons reviewing the thousands of documents produced in e-discovery to ensure that they identified documents relevant to Ms. Cronas's claims, and reviewing the documents identified through this process;

Working with Plaintiffs' expert Mark Killingsworth in his preparation of detailed damages estimates for Ms. Cronas, based on extensive materials provided by Ms. Cronas and by defendants;

Opposing defendants' summary judgment motion seeking to dismiss Ms. Cronas's individual claims, including preparation of a lengthy Rule 56.1 statement with supporting affidavits and documentation;

Preparing for and successfully mediating Ms. Cronas's individual claims; and

Negotiating the non-economic terms of the settlement agreement with Ms. Cronas (the economics having been agreed upon during the mediation).

---

reviewed the personnel files of class members and their male comparators. We also reviewed and commented on all of the papers submitted in connection with the class claims, although most were primarily drafted by others.

BACKGROUND, EXPERIENCE AND QUALIFICATIONS OF BRILL & MEISEL  
COUNSEL IN THIS CASE

13. Attached as Exhibit 1 is my brief biography and resume. Similar materials for Ashley Normand, the associate who assists me in employment litigation, are attached as Exhibit 2. We are the two attorneys at the Firm who were involved in this litigation.

LODESTAR CALCULATION

14. The lodestar calculation is made based on the 2010 billing rate for Sara Tranter, a paralegal who assisted us prior to her departure from the Firm,<sup>2</sup> the 2010/2011 billing rate for me, and the 2011 billing rate for Ms. Normand. It includes all hours devoted to work related to the claims by the class and work devoted to the claims by Ms. Cronas as of October 18, 2011; reimbursement is not being sought from this Court for time devoted to the work related to Ms. Reardon's and Ms. Pasichnyk's claims or for any time after that date.

The breakdown is as follows:

TOTAL TIME ON CLASS AND CRONAS CLAIMS THROUGH 10/18/11

NAME	POSITION	RATE	HOURS	TOTAL
Rosalind Fink	Of counsel	500	619.75	309,875.00
Ashley Normand	Associate	250	96.15	24,037.50
Sara Tranter	Paralegal	130	81.00	<u>10,530.00</u>
TOTAL				\$344,442.50

TIME ON CLASS CLAIMS

NAME	POSITION	RATE	HOURS	TOTAL
Rosalind Fink	Of counsel	500	287.90	143,950.00
Ashley Normand	Associate	250	84.35	21,087.50
Sara Tranter	Paralegal	130	50.75	<u>6,597.50</u>
TOTAL				\$171,635.00

---

<sup>2</sup> Ms. Tranter primarily assisted by organizing pleadings and production, reviewing e-discovery, travelling to defense counsel's offices to review numerous personnel files, and digesting deposition transcripts.

## TIME ON CRONAS CLAIMS

NAME	POSITION	RATE	HOURS	TOTAL
Rosalind Fink	Of counsel	500	331.85	165,925.00
Ashley Normand	Associate	250	11.8	2,950.00
Sara Tranter	Paralegal	130	30.25	<u>3,932.50</u>
TOTAL				\$172,807.50

15. The hourly rates set forth in this chart are consistent with the usual and customary hourly rates for the Firm's work performed for non-contingency fee clients.

16. I have been repeatedly advised that my hourly rate is below the "market rate" for employment lawyers of my skill, ability and experience in New York City.

17. When Ms. Cronas first retained me, it was on an hourly basis. After she made initial payments totaling \$6000.00 in June, 2004, I agreed to handle the matter going forward on a contingent basis, and our compensation for services rendered and expense reimbursements after this initial payment were and remain wholly contingent on its outcome. Our engagements by Ms. Pasichnyk and Ms. Reardon were also fully contingent.

18. Throughout this proceeding, we have endeavored to represent the interests of the plaintiffs in the fullest and most efficient way possible. The time for which we seek compensation was actually expended, in the exercise of professional judgment, by the lawyers and staff involved, and was reasonably and necessarily expended. We have avoided any unnecessary duplication of effort.

19. Throughout the time we worked on this matter, all of the professionals for whose time compensation is sought have been required to keep daily time-records, providing both amounts of time spent on discrete tasks and descriptions of that work. These records are entered into a computer database, checked, and maintained in computer-readable format. Computer-generated reports on the time allocated to the class claims and to the individual claims of Ms. Cronas from the beginning of the representation through October 18, 2011 are available for

viewing at the offices of Giskan Solotaroff Anderson & Stewart LLP and will be available for viewing in the office of the Clerk of this Court. Both reports were extracted from the detailed entries of our time on the computer database and were redacted to preserve work product and attorney-client privilege. In addition, billing judgment was exercised in deciding to exclude time that was duplicative or otherwise not appropriate for a fee request.

EXPENSES INCURRED BY THE FIRM

20. The Firm’s lodestar figures do not include charges for expenses. Paragraph 22 contains a summary of the costs reasonably incurred by the Firm in the course of our representation of the class and of Ms. Cronas.

21. Each of these expenses was reasonable and necessary and is reflected on the books and records of the Firm. These books and records are prepared from invoices, expense vouchers, and other source materials and are an accurate record of the expenses incurred. The underlying invoices and receipts, along with a listing of each individual expense, are available for inspection if the Court requests.

22. The expenses relating to the claims of the class or Ms. Cronas that were incurred by our Firm can be divided into the following categories:

<u>Category</u>	<u>Class Cost</u>	<u>Cronas Cost</u>	<u>Total Costs</u>
Photocopying (in-house at 20¢/page)	860.60	26.20	886.80
Local transportation (including travel to out-of-state depositions and meetings)	75.11	12.50	87.61
Postage	27.02		27.02
Court fees	18.37		18.37
Transcript costs	133.80		133.80
Fax (at \$1/page)	121.00	85.00	206.00

	<u>Class Cost</u> <u>(cont'd)</u>	<u>Cronas Cost</u> <u>(cont'd)</u>	<u>Total Costs</u> <u>(cont'd)</u>
Computer support (for review of e-discovery)	380.00		380.00
Federal Express		28.51	28.51
Messenger service		11.45	11.45
Meals (in connection w/ depositions)		106.26	106.26
Lexis/Nexis		491.07	491.07
United Lawyers' Service		38.00	38.00
Travel for the mediation (in LA)			
Air fare		318.05	318.05
Meals		244.13	244.13
Hotel		341.49	341.49
Local transportation		<u>157.98</u>	<u>157.98</u>
TOTAL	<u>\$1,615.90</u>	<u>\$1,860.64</u>	<u>\$3,476.54</u>

WHEREFORE for the foregoing reasons and those set forth in Plaintiff's legal memorandum and in the declarations of Robert L. Herbst and Christine E. Webber, it is respectfully requested that the attorneys fees and expenses sought by class counsel be approved by the Court, together with such other and further relief as seems just and proper.

  
 \_\_\_\_\_  
 Rosalind S. Fink

Dated: New York, New York  
October 28, 2011