

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Craftwood Lumber Company, an Illinois corporation, individually and on behalf of all others similarly situated,

Plaintiff,

v.

SencoBrands, Inc.,

Defendant.

Case No. 1:14-cv-06866

**Hon. John Robert Blakey**

**DECLARATION OF CHARLES R. WATKINS  
IN SUPPORT OF PROPOSED CLASS ACTION SETTLEMENT AND  
MOTION FOR REIMBURSEMENT OF  
ATTORNEYS' FEES AND EXPENSES**

I, Charles R. Watkins, declare as follows:

1. I am admitted and currently authorized to practice in Illinois (since 1979) and Michigan (since 1981), as well as before the United States Supreme Court, the United States Courts of Appeals for the Third, Fourth, Sixth, Seventh and Eighth Circuits, and the United States District Court for the Central and Northern Districts of Illinois, Trial Bar, the Eastern and Western Districts of Michigan, and the Southern District of Indiana.

2. I am a 1978, *cum laude*, graduate in the University of Michigan Law School at Ann Arbor. Following law school, I clerked for the Honorable John Feikens, United States District Court for the Eastern District of Michigan. After that, I was a litigation associate at Dykema, in Detroit, and then an associate and later equity shareholder in Sachnoff & Weaver, Ltd., which is

now the Chicago office of Reed Smith LLP, an international law firm of more than 1,800 lawyers. Since 1993, I have practiced law as a principal in boutique plaintiff-side law firms: Susman, Watkins & Wylie and Futterman, Howard, Watkins, Wylie & Ashley, Chtd. I am now Of Counsel at Guin, Stokes & Evans, LLC (also referred to as “GSE”).

4. I was associated as local counsel in the above-captioned case and have personal knowledge of the matters set forth herein such that I could testify competently to them if called as a witness or at trial.

5. I make this Declaration in support of the concurrently filed motion for approval of class action settlement and motion for reimbursement of attorneys’ fees and expenses.

6. Throughout my career, I have represented parties, usually plaintiffs but sometimes defendants, in class action and other complex litigation matters throughout the United States. I am the author of the Illinois Institute of Continuing Education chapter on *Settlement and Discretionary Notices Under Fed. R. Civ. P. 23(c)-23(e)* (2015 Ed.). I was counsel for the plaintiff class in *In re Bank One Securities Litig.*, No. 00 CV 00767 (N.D. Ill.) (Andersen, J.), an action under the Securities Act of 1933 and the Securities Exchange Act of 1934, that resulted in a settlement of \$120 million, at the time the second-largest securities settlement ever in the Seventh Circuit. I am Co-Lead Counsel in *Foster v. ABTC Co., Inc.*, No. 9 CV-95-151 M (Choctaw County, Ala.), a consumer class action resulting in class recoveries exceeding \$50 million. I was Co-Lead Counsel in *In re Xerox Corporation ERISA Litigation*, No. 3:02-cv-138 (D. Conn.), an ERISA class action which settled in 2009 for \$51 million, and I represented the plaintiff class of some 12,000 retirees in *Kiefer v. Ceridian Corp.*, 976 F. Supp. 829 (D. Minn. 1997), which also settled for \$51 million. Other recent class action cases in which I was lead or co-lead counsel in the Northern District of Illinois include: *Nelson v. Brinson Partners Inc.*, No. 03 C 6446, 2004 WL

178180 (N.D. Ill.) (Kocoras, J.) (\$7 million settlement of class claims involving retirement plan) *Shrader v. BP Corp.*, 02-8668 (N.D. Ill. 2002) (\$2.3 million class action settlement.) (Pallmeyer, J.), *Waller v. Wood*, 08 C 5597 (N. D. Ill.) (\$1.75 million class settlement.) (Kapala, J.) Additional information about my and my firm's experience is found in the firm's resume, attached hereto as Exhibit A.

7. Since before its filing in 2014, I and my firm have performed a variety of tasks in the prosecution of this case, some relating to "local counsel" functions, but also including, without limitation, legal research, pleadings, strategy, communications with Court personnel and opposing counsel, discovery, consultation with co-counsel, representing the plaintiff at Court hearings and other matters.

8. Based on my knowledge and experience, the proposed settlement of this litigation was achieved after significant litigation efforts by both Plaintiff and Defendant, the settlement was negotiated at arms' length by experienced counsel, and is fair, reasonable and adequate.

9. In prosecuting this case, as of March 31, 2017, my firm has spent 45.9 professional hours, representing a dollars-times-hours lodestar, calculated using GSE's regular hourly rates for litigation work, including my rate of \$735/hr, of \$ 33,736.50. All of the hours I and my firm expended on this litigation were, in my judgment, reasonably necessary to, and reasonably expended in, the successful prosecution of this case, beneficial to the Plaintiff and other class members and non-duplicative of time spent by other attorneys to the greatest extent feasible.

10. I have been practicing law for more than thirty years with large firms and then small firms and my practice has always focused on complex litigation such as antitrust, securities, ERISA and consumer class actions. In my opinion, my hourly rate is, and the hourly rates of other

GSE attorneys are, fair, reasonable and appropriate for a consumer class action matter of this nature, and are reasonable judged in relation to the hourly rates of other attorneys of comparable skill and experience, including former colleagues and law partners. My hourly rate has been submitted to courts in fee petitions in common fund fee petitions in dozens of lawsuits in state and federal courts throughout the United States and has not been disapproved or disallowed.

11. In prosecuting this case, and not including charges incurred for PACER, Lexis/Westlaw or other computer-based research services, GSE incurred \$ 12.50 in out-of-pocket expenses, as of March 31, 2017 for Outside Counsel. In my opinion, these expenses were reasonably expended in and necessary to the prosecution of this case. GSE has not been paid any fees nor had any of its expenses paid or reimbursed in this case.

12. I expect that additional time will be expended by myself and GSE after the filing hereof and will continue to be expended in connection with this matter, including, without limitation, time spent in preparing for the Court's final approval of the settlement at the fairness hearing scheduled for June 6, 2017.

13. All time expended and expenses incurred by GSE were provided on a contingent basis in the expectation that attorneys' fees would be paid and expenses reimbursed out of the proceeds of any settlement or judgment. In initially undertaking this matter on a contingent basis, it was my evaluation that while the case had merit, it also presented significant risks of non-recovery. In addition to the general risks attending any litigation, among the risks specific to this case I perceived were: (1) that the facts would, on closer scrutiny and after discovery, prove to be other than anticipated, e.g., that the number of faxes at issue would be relatively small such that it would be non-viable from an economic standpoint; (2) the defendants might establish statutory defenses of "prior express permission" and/or "established business relationship" and

other defenses; (3) that insurance coverage would prove to be limited or non-existent ; (4) that in the complex, evolving and rapidly changing field of TCPA litigation, the law could or would change for the worse after suit was filed; (5) that the law applicable to this case might be interpreted differently by the Court than by plaintiff's counsel; and (6) that the Plaintiff might prove unable or unwilling to stay the course as the litigation progressed. It was my expectation that at the conclusion of the matter, counsel would accordingly apply for and be entitled to a fee in the range of 30% or more of the recovery, that being, in my estimation, the fee required to induce me to undertake this representation. I would not have undertaken this representation had I not thought that at its conclusion a fee in this range would be requested, supported by precedent, and hopefully granted by the Court.

14. Based on my familiarity with and understanding of the market for contingent representation in contingent fee class action matters similar to this one, the market or "going" rate for a case such as this one would be at least 30% of the recovery. I do not believe the Plaintiff would have been able to secure adequate representation in this matter for less than that percentage fee. I would not have undertaken this representation had I not thought that at its conclusion a fee in this range would be requested and supported by precedent.

15. As evidenced by the risks of the case set out above, Plaintiff's counsel had an incentive to keep expenses and time to the minimum level consistent with high-quality representation of Plaintiff and the putative class and GSE did so. That is, the case was staffed "leanly", and an effort was made to avoid unnecessary or duplicative effort.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: April 4, 2017

A handwritten signature in black ink, appearing to read "C. Watkins", with a long horizontal flourish extending to the right.

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Charles R. Watkins