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13 Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA
 16 SAN FRANCISCO DIVISION

17 JAMIE PETTIT, et al., on behalf of themselves,
 18 the general public and those similarly situated,

19 Plaintiffs,

20 v.

21 THE PROCTOR & GAMBLE COMPANY,
 22

23 Defendant.
 24
 25
 26
 27
 28

CASE NO. 3:15-cv-2150 RS

**DECLARATION OF STUART E. SCOTT
 IN SUPPORT OF PLAINTIFF'S
 UNOPPOSED MOTION FOR
 ATTORNEYS' FEES AND COSTS**

Date: March 28, 2019
 Time: 1:30 p.m.
 Courtroom 3, 17th Floor
 Judge: Hon. Richard Seeborg

1 I, Stuart E. Scott, declare as follows:

2 1. I am member of the Ohio bar, admitted to appear *pro hac vice* (Dkt. 47), and I am
3 attorney of record for Plaintiff Jamie Petit in this action, as well as the companion case,
4 *Ramcharitar v. The Proctor and Gamble Company*, Case No. 1:15-cv-00457-MRB, filed in the United
5 States District Court, Southern District of Ohio (“Ramcharitar Action”).

6 2. I am a partner at Spangenberg Shibley & Liber LLP (“SSL” or “Firm”), which has
7 been appointed Class Counsel in the above-captioned matter. The information below is stated
8 based on personal knowledge. I am competent to testify to the facts set forth below, and if called
9 as a witness and placed under oath, I would testify to those facts.

10 3. I make this Declaration in support of Plaintiff’s motion for class representative
11 award and attorneys’ fees and costs (“Motion”). In that regard, I discuss, in the following order:
12 (a) the history of this litigation, which includes a summary description of the legal services
13 provided by SSL in this litigation to date; (b) the risks borne by SSL; (c) the attorney time, hourly
14 rates, expenses, and other data underlying the Motion; and (d) SSL’s continuing obligations in this
15 litigation and under the Settlement Agreement.

16 **A. History of the Litigation**

17 4. In addition to co-counseling with Gutride & Safier LLP (“GS”) and Tycko &
18 Zavareei LLP (“TZ”) in this matter, SSL has litigated other matters related to “flushability” claims
19 on other wipes products in cases throughout the country. This includes *Meta v. Target Corporation*,
20 No. 4:14-cv-832 (S.D. Ohio). SSL and TZ were appointed class counsel in the *Meta* matter. That
21 class action received final approval from the Court on August 7, 2018 after intense litigation,
22 including contested class certification, multiple motions to dismiss, a motion for summary
23 judgment, and *Daubert* challenges to several experts. TZ’s and SSL’s participation in this additional
24 “flushable” wipes matter has enabled the firms to utilize their learnings from that case in a manner
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1 that enabled them to litigate this matter more efficiently than a firm without such experience.

2 5. SSL and TZ also represented Karla Ramcharitar in the Ramcharitar Action. The
3 compliant in the Ramcharitar Action was later amended to include additional plaintiffs, whom
4 SSL and TZ also represented. Following final approval of the settlement in this action, the action
5 in the Southern District of Ohio shall be voluntarily dismissed pursuant to Rule 41(a)(1) of the
6 Federal Rules of Civil Procedure.

7 6. In order to ensure at all times that SSL, TZ, and GS worked together efficiently,
8 managing attorneys from SSL, TZ, and GS frequently communicated with one another to ensure
9 that tasks were appropriately assigned to one of the law firms, and that duplicative work was not
10 being performed.

11 7. Prior to filing the complaint in this matter, SSL, TZ, and GS coordinated factual
12 research regarding Charmin Flushable Wipes, worked with Plaintiffs to understand their claims,
13 and conducted legal research on both potential claims and claims that ultimately were made in the
14 complaint.

15 8. After filing the complaint in this matter, SSL, TZ, and GS conducted additional
16 legal research in advance of preparing the amended complaint in this matter, which added
17 additional claims for relief.

18 9. SSL, TZ, and GS participated in the preparation of two sets of requests for
19 production of documents to Defendant. SSL, TZ, and GS additionally participated in the
20 preparation of written interrogatories to Defendant.

21 10. Through Plaintiffs' discovery efforts, Defendant produced electronic data and
22 other paper documents, totaling almost 112,000 pages of documents. SSL, TZ, and GS performed
23 the review of Defendant's document production.

24 11. Plaintiffs retained three experts to work on and provide testimony in this complex
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1 matter. Attorneys from SSL, TZ, and GS worked to supply the experts with the requisite
2 documents and information in order for them to complete expert reports.

3 12. Approximately 10 individuals were deposed in this matter, including three 30(b)(6)
4 witnesses. Some individuals were deposed in both this action and the Ramcharitar Action. SSL,
5 TZ, and GS divided responsibility for the depositions. Attorneys from SSL took the lead in two
6 depositions.

7 13. Attorneys from SSL along with TZ and GS conducted significant legal research,
8 shared in the drafting of the significant motions and briefs, including the motion for class
9 certification and Plaintiffs' reply in support thereof. In the Ramcharitar Action, Attorneys from
10 SSL drafted responses to Defendant's motion to stay and motions to dismiss.

11 14. After the Court granted class certification, settlement efforts in this case were
12 prolonged and hard-fought. In addition to engaging in settlement negotiations with Defendant for
13 many months, SSL, TZ, and GS attended a day-long mediation before respected neutral Robert A.
14 Meyer, Esq. on April 17, 2018, in Chicago, Illinois.

15 15. After preliminary approval was granted in this matter, SSL, TZ, and GS supervised
16 the implementation of the notice program and corresponded with counsel for Defendant and the
17 claims administrator during the beginning of the claims period. SSL and TZ will continue this
18 work through the duration of the claims period, which is to conclude thirty days after final
19 approval of the settlement.
20
21

22 16. Should any objections to the settlement be filed prior to the hearing on final
23 approval, SSL and TZ will research and respond to those objections in the forthcoming motion
24 for final approval.
25

26 17. After engaging in and supervising all of the aforementioned tasks, as a partner with
27 SSL, I am able to evaluate this Settlement. In advising Plaintiffs whether or not to enter into the
28

1 Settlement Agreement. I, along with counsel from TZ and GS were very cognizant of the risks
2 involved in protracted litigation. We were also cognizant of Defendant's size and financial
3 resources.

4 18. When considering the risks and costs associated with proceeding to trial against the
5 nature of the benefit that was being offered by Defendants, I believe that the Settlement is in the
6 best interests of the class. Indeed, with this Settlement, Plaintiffs have achieved their desired goal
7 in this litigation—i.e., obtaining for class members relief (through refunds) and commitments by
8 Defendant to eliminate the use of bicomponent fibers in its product, modify its packaging, and
9 comply with INDA Guidelines. Based on my evaluation of the facts and legal issues presented, I
10 believe that the settlement is fair, adequate, and reasonable.
11

12 **B. The Risks Borne By SSL**

13 19. In accepting these cases, SSL bore considerable risk. SSL along with TZ and GS
14 took these cases on a fully contingent basis. From the outset, SSL recognized that it would be
15 contributing a substantial amount of time and advancing significant costs in prosecuting this class
16 action, with no guarantee of compensation or recovery, in the hopes of prevailing against a well-
17 funded defense. That expectation was borne out through several years of protracted litigation that
18 required Plaintiffs to overcome a Motion to Stay, Contested Class Certification, and a protracted
19 mediation and negotiation before a resolution was obtained.
20

21 20. Because the Defendant is a Fortune 500 company represented by a large, highly-
22 skilled and well-resourced litigation firm, there was increased risk that Plaintiffs would receive a
23 verdict for the Defense after a prolonged trial.
24

25 **C. Lodestar and Expenses for SSL**

26 21. A copy of the primary participating SSL Attorney Declarations was submitted as
27 part of the class certification briefing the Court reviewed in granting class certification. (*See* Dkt.
28

56, Ex. 23.)

22. Based on the time records maintained by SSL it has spent approximately 457.21 hours prosecuting this litigation through January 14, 2019.¹ The total number of hours, as well as the lodestar computed at our 2018 rates, is as shown in the following table:

Attorney (Position)	Hours	Rate	Total
Stuart E. Scott (Partner)	190.22	\$894.00	\$170,056.68
Daniel Frech (Associate)	252.34	\$742.00	\$187,236.28
Jeremy A. Tor (Associate)	0.67	\$455.00	\$304.85
Brendan L. Heil (Associate)	6.14	\$371.00	\$2,277.94
Patricia Fritchen (Legal Assistant)	7.84	\$202.00	\$1583.68
TOTAL	457.21		\$361,459.43

23. The hourly rates shown for the attorneys at SSL are our 2018 rates charged as delineated by the Laffey Matrix (<http://www.laffeymatrix.com/>).

24. I have reviewed the hours worked by the attorneys in this litigation. I estimate our time can be divided as follows:

- Stuart E. Scott: **case initiation and investigation** (review complaint) (2 hours); **discovery** (prepare for and take depositions; review discovery requests and responses) (79 hours); **expert work** (review expert report) (3 hours); **case management and strategy** (routine correspondence and meetings with co-counsel regarding case strategy; attend court conference) (22 hours); **motion practice** (prepare and review motion briefing) (51 hours); **settlement** (review

¹ SSL will update its lodestar and costs prior to the final fairness hearing, should the Court request it.

1 mediation statement; prepare for and attend mediation; review settlement; confer
 2 with co-counsel regarding settlement) (20 hours); and **other miscellaneous tasks**
 3 (13 hours). **Grand Total: 190.22 hours.**

- 4 • Daniel Frech: **discovery** (review documents; amend complaint) (246 hours);
 5 motion practice (draft and review motion briefing) (3 hours); **case management**
 6 **and strategy** (routine correspondence; meetings regarding case strategy) (2 hours);
 7 and **settlement** (conduct legal research related to settlement) (1 hour). **Grand**
 8 **Total: 252.34 hours.**

- 10 • Jeremy Tor: **motion practice** (draft joint motion to lift stay) (0.67 hours). **Grand**
 11 **Total: 0.67 hours.**

- 12 • Brendan Heil: **motion practice** (conduct legal research; draft pleadings regarding
 13 supplemental authority related to motion to strike/dismiss) (6.14 hours). **Grand**
 14 **Total: 6.14 hours.**

- 15 • Patricia Frietchen: **administrative matters** (7.84 hours): **Grand Total: 7.84**
 16 **hours.**

18 25. I am a 1995 graduate of The Ohio State University Law School. Daniel Frech is a
 19 2007 graduate of Washington University School of Law, Jeremy Tor is a 2011 graduate of the
 20 University of Virginia School of Law, and Brendan Heil is a 2014 graduate of Cleveland-Marshall
 21 College of Law.
 22

23 26. Expenses are accounted for and billed separately and are not duplicated in my
 24 firm's professional billing rate. SSL has not received reimbursement for expenses incurred in
 25 connection with this litigation. As of January 14, 2019, my firm incurred a total of \$77,728.58 in
 26 unreimbursed actual third-party expenses in connection with the prosecution of this case and the
 27 Ramcharitar Action. The actual expenses incurred in the prosecution of these cases are reflected
 28

1 on the computerized accounting records of my firm prepared by bookkeeping staff, based on
2 receipts and check records, and accurately reflect all actual expenses incurred. Attached hereto as
3 Exhibit A is a true and correct copy of a listing of expenses incurred in this case by my firm, for
4 which Plaintiffs are now seeking reimbursement.

5 27. The expenses my firm incurred were reasonable and necessary to prosecute this
6 litigation, and SSL advanced these expenses without assurance that they would be recouped.

7
8 **D. Class Counsel's Continuing Obligations to Class Members**

9 28. Following this Court granting preliminary approval to the Settlement, Class
10 Counsel established standardized procedures to ensure that all inquiries from Class Members were
11 timely and accurately handled. I am not aware of any feedback from class members that would
12 suggest that the process is onerous or complicated. Class Counsel also worked with counsel for
13 Defendant and the Claim Administrator to assure that settlement website functioned properly,
14 was easy to use and properly designed. Class Counsel also worked with counsel for Defendant and
15 the Claims Administrator to assure that notice was disseminated in accordance with the terms of
16 the Settlement Agreement. Class Counsel received weekly updates from the Claims Administrator
17 regarding the administration of the settlement. SSL, TZ, and GS will continue in this capacity
18 should the settlement be finally approved. If the settlement is approved and fees awarded, SSL,
19 TZ, and GS also will oppose any appeals that may be filed.

20
21
22 This declaration was executed this 24th day of January, 2019, in Cleveland, Ohio. I state the
23 foregoing under penalty of perjury under the laws of the United States.

24
25 /s/ Stuart E. Scott
26 Stuart E. Scott, Esq.
27
28

EXHIBIT A



1001 LAKESIDE AVENUE, EAST, SUITE 1700
CLEVELAND, OHIO 44114
Tel: 216/696-3232 Fax: 216/696-3924
EMAIL: ssl@spanglaw.com
WEB: www.spanglaw.com

January 14, 2019
File # 15-0115
Inv # 4469

RE: Procter & Gamble Class Action

Case Expenses

Date	Paid To/Received From	Explanation	Amount
05/31/15	Document Reproduction Charges	05/01/2015 - 05/31/2015	7.68
06/30/15	Document Reproduction Charges	Document Reproduction Charges 06/01/2015 - 06/30/2015	1.92
07/01/15	Thomson Reuters - West	Inv# 831923301 dated 5/31/15 - Research	8.01
07/31/15	Document Reproduction Charges	Document Reproduction Charges 07/01/2015 - 07/31/2015	36.39
08/01/15	PNC Bank	SES - US District Court - filing fee	400.00
08/31/15	Document Reproduction Charges	Document Reproduction Charges 08/01/2015 - 08/31/2015	2.40
09/30/15	Document Reproduction Charges	Document Reproduction Charges 09/01/2015 - 09/30/2015	9.15
10/07/15	Pacer Service Center	Inv# 2639972-Q32015 - Research	0.30
11/30/15	Document Reproduction Charges	Document Reproduction Charges 11/01/2015 - 11/30/2015	2.22
12/31/15	Document Reproduction Charges	Document Reproduction Charges 12/01/2015 - 12/31/2015	1.35
01/14/16	PNC Bank	SES - USDC - filing ProHac Vice for Tyco (Tyco to reimburse)	200.00

01/31/16	Document Reproduction Charges	Document Reproduction Charges 01/01/2016 - 01/31/2016	6.51
02/01/16	Pacer Service Center	Acct# 2639972 - Research 10/1/15-12/31/15	1.70
02/18/16	PNC Bank	1/12/16 Travel for mediation - Cleveland to New York	35.00
02/18/16	PNC Bank	Travel - Delta Airlines - Travel for mediation - Cleveland to New York	756.20
02/18/16	PNC Bank	1/14/16 - Delta Airlines - Travel for case	363.00
02/28/16	Document Reproduction Charges	Document Reproduction Charges 02/01/2016 - 02/28/2016	4.02
03/23/16	PNC Bank	Dated 1/20/16 - Mediation Lunch LaGuardia USA, New York	39.33
03/23/16	PNC Bank	Dated 1/20/16 - Black Jet Car Service	73.00
03/23/16	PNC Bank	Dated 1/21/2016 - LaGuardia USA Mediation Lunch	10.70
03/23/16	PNC Bank	Dated 1/21/16 Taxista - Cab for Mediation	43.70
03/23/16	PNC Bank	Dated 1/22/16 - Standard Parking - Mediation	36.00
03/23/16	PNC Bank	Dated 1/22/16 - Lodging - Marriott Brooklyn New York	370.38
04/21/16	Pacer Service Center	Inv# 2639972-Q12016 dated 04/07/2016 - Research	3.00
08/03/16	Expense Recovery	Westlaw Inv# 831923301 Revised Charges from May 2015	4.12
09/21/16	Precise	Inv# 19191 dated 07/31/2016 for 1615-Project Management	385.00
09/21/16	Precise	Inv# 19194 dated 08/31/2016 for creation of additional batches for Coatoam, Raymond	11.00
09/21/16	Precise	Inv# 19194 dated 08/31/2016 for Monthly Database Hosting charge	183.33

09/30/16	Capitol Process Services, Inc.	Inv# 1513674 dated 09/09/2016 for Recipient Nice-Pak Products, Inc. General Counsel - SS&L's 1/3 - total bill \$225.00	75.00
09/30/16	Capitol Process Services, Inc.	Inv# 1513676 dated 09/09/2016 for recipient Kimberly-Clark Corporation c/o CT Corporation System, Registered Agent - SS&L's 1/3 - total bill \$225.00	75.00
09/30/16	Document Reproduction Charges	Document Reproduction Charges 09/01/2016 - 09/30/2016	1.80
10/20/16	Pacer Service Center	Inv# 2639972-Q32016 dated 10/05/2016 for Usage from 07/01/2016-09/30/2016	1.80
10/20/16	Pacer Service Center	Inv# 2639972-Q32016 dated 10/05/2016 for Usage from 07/01/2016-09/30/2016	5.80
10/25/16	Precise	Inv# 19366 dated 09/30/2016 for project mgmt..	16.50
10/25/16	Precise	Inv# 19366 dated 09/30/2016 for Monthly Database Hosting Charge (Sept. 2016) - rate split	183.26
10/31/16	Document Reproduction Charges	Document Reproduction Charges 10/01/2016 - 10/31/2016	0.60
11/03/16	Capitol Process Services, Inc.	Inv# 1513955 dated 09/16/2016 for SSL's 1/3 Service of Process for Amazon.com	75.00
11/03/16	Capitol Process Services, Inc.	Inv# 1513975 dated 09/16/2016 for Service of Process - SSL's 1/3 - Rockline Industries, Inc.	50.00
11/21/16	Precise	Inv# 19611 dated 10/31/2016 for Project Management: review batches, conference call regarding unreviewed batches	22.00
11/21/16	Precise	Inv# 19611 dated 10/31/2016 for Monthly Gigabyte database hosting charges (October 2016)	183.26
12/09/16	Precise	Inv# 19718 dated 11/30/2016 for project management	280.06
12/20/16	Orr Barry	Invoice for SS&L Share of 15,000 testing project	5,000.00
12/31/16	Document Reproduction Charges	Document Reproduction Charges 12/01/2016 - 12/31/2016	6.06
01/12/17	PNC Bank	12/09/2016 - SES - US District Court NDCA - SES Application for Admission of Attorney ProHac Vice	310.00

01/24/17	Pacer Service Center	Inv# 2639972-Q42016 dated 01/09/2017 for Usage from 10/01/2016-12/31/2016	1.30
01/24/17	Pacer Service Center	Inv# 2639972-Q42016 dated 01/09/2017 for Usage from 10/01/2016-12/31/2016	17.20
01/26/17	Precise	Inv# 19904 dated 12/31/2016 for Dec 2016 Hosting Charge SS&L portion	252.96
01/26/17	Information Resources, Inc.	Inv# 5263633 dated 01/05/2017 for Custom Market Research Services and/or Analytical Consulting	8,826.67
01/31/17	Document Reproduction Charges	Document Reproduction Charges 01/01/2017 - 01/31/2017	66.60
02/02/17	PNC Bank	01/04/2017 - US District CourtNDCA - JAT ProHac Vice Admission Filing Fee	310.00
02/14/17	PNC Bank	01/05/2017 - SES - Ultimate Jet Charters - Deposition of Mike Paschka 30(b)(6): Airfare	354.00
02/16/17	Precise	Inv# 60048 dated 01/31/2017 for Project Management & 690gigs	661.15
02/23/17	Economics & Technology, Inc.	Inv# 201706621 dated 01/31/2017 for Professional Services from 01/09/2017-01/30/2017	13,975.00
02/28/17	Document Reproduction Charges	Document Reproduction Charges 02/01/2017 - 02/28/2017	6.06
03/01/17	Scott Stuart E. Esq.	01/25/2017 - 30b Deposition in Cincinnati, OH: Taxi	20.00
03/03/17	PNC Bank	01/24/2017 - SES - M&S Cincinnati - Mike Paschka 30(b)(6) Deposition: Meal	136.20
03/03/17	PNC Bank	01/25/2017 - SES - The Wich on Sycamore - Mike Paschka 30(b)(6) Deposition: Meal	17.27
03/03/17	PNC Bank	01/25/2017 - SES - The Westin Cincinnati - Mike Paschka 30(b)(6) Deposition: Meal	8.56
03/03/17	PNC Bank	01/25/2017 - SES - The Westin Cincinnati - Mike Paschka 30(b)(6) Deposition: Lodging	679.16
03/03/17	PNC Bank	02/15/2017 - SES - Ultimate Jet Charters - Scott Richards 30(b)(6) Deposition: Airfare	379.00
03/03/17	PNC Bank	02/24/2017 - SES - M&S Cincinnati - Scott Richards Deposition: Meal	51.12

03/08/17	Economics & Technology, Inc.	Inv# 201706634 dated 02/28/2017 for Professional Services dated 02/01/2017-02/27/2017 - SS&L 1/3 of charges, Total = \$21,612.50	7,204.16
03/17/17	Precise	Inv# 60087 dated 02/28/2017 for Monthly fee per Gigabyte & Hourly fee for services	274.41
03/31/17	Document Reproduction Charges	Document Reproduction Charges 03/01/2017 - 03/31/2017	9.60
04/13/17	Economics & Technology, Inc.	Inv# 201706655 dated 03/31/2017 for Professional Services on 03/01/2017 - Prepare for & give deposition testimony; review Richards deposition transcript - 10.5hrs @ \$650/hr. (SSL portion is 1/3)	2,275.00
04/18/17	Precise	Inv# 60119 dated 03/31/2017 for Project Management & Monthly fee per gigabyte (rate split 3 ways)	268.91
04/18/17	Orr Barry	Inv# 6 dated 04/09/2017 for Deposition Travel Fees, Travel Expenses, Deposition Fee, Doc Review, Meeting with Adam Gutride (SS&L 1/3) - Total Bill \$15,865.10	5,288.37
04/24/17	Pacer Service Center	Inv# 2639972-Q12017 dated 04/05/2017 for Usage from 01/01/2017-03/31/2017	0.20
04/24/17	Pacer Service Center	Inv# 2639972-Q12017 dated 04/05/2017 for Usage from 01/01/2017-03/31/2017	8.80
04/24/17	Pacer Service Center	Inv# 2639972-Q12017 dated 04/05/2017 for Usage from 01/01/2017-03/31/2017	5.30
04/24/17	Pacer Service Center	Inv# 2639972-Q12017 dated 04/05/2017 for Usage from 01/01/2017-03/31/2017	0.20
04/30/17	Document Reproduction Charges	Document Reproduction Charges 04/01/2017 - 04/30/2017	8.79
05/08/17	Economics & Technology, Inc.	Inv# 201706677 dated 04/30/2017 for Professional Services from 04/10/2017-04/24/2017 - Spangenberg Shibley & Liber LLP 1/3 of charges	9,262.50
05/18/17	Precise	Inv# 60176 dated 04/30/2017 for Project Management and Hosted Gigs - Spangenberg Shibley & Liber LLP 1/3 of total invoice	257.91
05/31/17	Document Reproduction Charges	Document Reproduction Charges 05/01/2017 - 05/31/2017	15.36
05/31/17	Document Reproduction Charges	Document Reproduction Charges 05/01/2017 - 05/31/2017	5.76

06/07/17	Pacer Service Center	Pacer Research 04/06/2017-06/07/2017	16.10
06/07/17	Thomson Reuters - West	Inv# 836230969 dated 06/01/2017 for Westlaw Research 05/01/2017-05/31/2017 - DBH	27.94
06/16/17	Economics & Technology, Inc.	Inv# 201706701 dated 05/31/2017 for Professional Services 05/01/2017 & 05/08/2017	8,937.50
06/20/17	Precise	Inv# 60223 dated 05/31/2017 for Monthly Database Hosting - SSL 1/3	224.91
06/27/17	Orr Barry	Invoice for remaining SS&L 1/3 payment for Invoice #'s 1, 2, 3, 4 & 5. SSL has previously paid \$10,288.37.	2,763.28
06/30/17	Document Reproduction Charges	Document Reproduction Charges 06/01/2017 - 06/30/2017	10.29
07/25/17	Precise	Inv# 60277 dated 06/30/2017 for monthly database hosting charge - June 2017	224.91
07/31/17	Document Reproduction Charges	Document Reproduction Charges 07/01/2017 - 07/31/2017	7.80
08/01/17	Expense Recovery	Document Production Expense Adjustment	279.36
08/18/17	Expense Recovery	Document Production Expense Adjustment	17.94
08/25/17	Precise	Inv# 60313 dated 07/31/2017 for Monthly fee per gigabyte for database hosting July 2017 - Spangenberg Shibley & Liber LLP 1/3	224.91
08/31/17	Document Reproduction Charges	Document Reproduction Charges 08/01/2017 - 08/31/2017	25.05
09/30/17	Document Reproduction Charges	Document Reproduction Charges 09/01/2017 - 09/30/2017	0.30
09/30/17	Document Reproduction Charges	Document Reproduction Charges 09/01/2017 - 09/30/2017	0.60
10/03/17	Precise	Inv# 60342 dated 08/31/2017 for Monthly Fee Database Hosting Charge - Spangenberg Shibley & Liber LLP 1/3	224.91
10/27/17	PNC Bank	09/11/2017 - SES - Court USDC OH N - U.S. Northern District of Ohio: ProHac Vice Filing Fee for Zavareei	120.00

10/27/17	PNC Bank	09/11/2017 - SES - Court USDC OH S - U.S. Southern District of Ohio: ProHac Vice Filing Fee for Zavareei	200.00
10/31/17	Precise	Inv# 60426 dated 09/30/2017 for Monthly Fee September 2017 - 1/3 cost	224.91
10/31/17	Pacer Service Center	Inv# 2639972-Q32017 dated 10/06/2017 for Research 07/01/2017-09/30/2017	5.90
10/31/17	Pacer Service Center	Inv# 2639972-Q32017 dated 10/06/2017 for Research 07/01/2017-09/30/2017	9.30
11/30/17	Precise	Inv# 60450 dated 10/31/2017 for Monthly Fee per Gigibyte for Database Hosting - Spangenberg Shibley & Liber LLP 1/3	224.91
12/22/17	Thomson Reuters - West	Inv# 837283429 dated 12/01/2017 for Westlaw Research 11/01/17-11/30/17 - BH	170.42
12/28/17	Expense Recovery	to remove PNC BANK - 09/11/2017 - SES - Court USDC OH N - U.S. Northern District of Ohio: ProHac Vice Filing Fee for Zavareei	(120.00)
01/31/18	Precise	Inv# 60545 dated 12/31/2017 for Monthly Fee per gigabyte for database hosting - Spangenberg Shibley & Liber LLP 1/3 of total	224.91
01/31/18	Document Reproduction Charges	Document Reproduction Charges 01/01/2018 - 01/31/2018	0.30
02/13/18	Pacer Service Center	Inv# 2639972-Q42017 for Research from 10/01/2017-12/31/2017	9.30
02/27/18	Precise	Inv# 60499 dated 11/30/2017 for Monthly Fee per Gigibyte November 2017 - SSL 1/3	224.91
02/28/18	Document Reproduction Charges	Document Reproduction Charges 02/01/2018 - 02/28/2018	1.50
03/07/18	Precise	Inv# 60583 dated 01/31/2018 for Monthly Fee Gigibyte Database Hosting January 2018 - SS&L 1/3	224.91
03/30/18	Precise	Inv# 60638 dated 02/28/2018 for Hosting Charges Spangenberg Shibley & Liber LLP 1/3	224.91
03/31/18	Document Reproduction Charges	Document Reproduction Charges 03/01/2018 - 03/31/2018	1.95
04/01/18	Precise	Inv# 60718 dated 03/31/2018 for Monthly fee per gigabyte for database hosting March 2018 - Spangenberg Shibley & Liber LLP 1/3	224.91

05/03/18	Pacer Service Center	Inv# 2639972-Q12018 dated 04/05/2018 for Research 01/01/2018 to 03/31/2018	8.70
05/10/18	Precise	Inv# 60778 dated 04/30/2018 for Monthly fee per gigabyte for database hosting April 2018 - Spangenberg Shibley & Liber LLP 1/3	308.21
04/31/18	Document Reproduction Charges	Document Reproduction Charges 04/01/2018 - 04/31/2018	4.05
05/31/18	Document Reproduction Charges	Document Reproduction Charges 05/01/2018 - 05/31/2018	60.90
06/01/18	Thomson Reuters - West	Inv# 838144367 dated 05/01/2018 for Research 04/01/2018 to 04/30/2018 - BH	73.63
06/09/18	PNC Bank	04/06/18 SES - Agent Fee - Mediation in Chicago: Travel	25.00
06/09/18	PNC Bank	04/13/18 SES - United Airlines Mediation in Chicago: Travel	362.00
06/09/18	PNC Bank	04/16/18 SES - Choice Taxi - Mediation in Chicago: Cab	58.70
06/09/18	PNC Bank	04/16/18 SES - Taxi Service - Mediation in Chicago: Cab	53.76
06/09/18	PNC Bank	04/17/18 SES - United Airlines - Mediation in Chicago: Seat Upgrade	33.00
06/09/18	PNC Bank	04/18/18 SES - Standard Parking - Mediation in Chicago: CLE airport	36.00
06/09/18	PNC Bank	04/20/18 SES - Agent Fee - Mediation in Chicago: Travel	25.00
06/09/18	Precise	Inv# 60825 dated 05/31/18 Create Credentials for Melot Kiros Review existing and past database for client (1/3 cost)	11.00
06/09/18	Precise	Inv# 60825 dated 05/31/18 Hosting May 2018	308.21
06/30/18	Document Reproduction Charges	Document Reproduction Charges 06/01/2018 - 06/30/2018	19.50
07/17/18	Precise	Inv# 60875 dated 07/09/2018 for Monthly Hosting June 2018	308.21
08/03/18	Pacer Service Center	Inv# 2639972-Q22018 dated 07/06/2018 for Research 04/01/2018-06/30/2018	9.00

08/28/18	Precise	Inv#60926 dated 07/31/2018 for Monthly Hosting Charge July 2018	333.20
09/26/18	Precise	Inv# 60973 dated 08/31/2018 for Hosting of Data EDT Database August 2018	333.20
09/27/17	Tycko & Zaveeri LLP	Reimbursement for Filing Fee	(200.00)
10/23/18	Precise	Inv# 61013 dated 09/30/2018 for Hosting of online database September 2018 - SSL 1/3	333.20
10/25/18	Pacer Service Center	Inv# 2639972-Q32018 dated 10/09/2018 for Research 07/01/2018-09/30/2018	3.00
11/22/18	Precise	Inv# 61067 dated 10/31/2018 for Hosting data in review platform October 2018 - 1/3 cost	333.20
Total Case Expenses			<u>77,728.58</u>