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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.

CASE NO. 3:15-cv-2150 RS

**DECLARATION OF ADAM J. GUTRIDE
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS'
FEES, COSTS AND INCENTIVE
AWARDS**

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

1 I, Adam Gutride, declare as follows:

2 1. I am a member of this Court and attorney of record for Plaintiff Jamie Pettit in this
3 action.

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

8 3. I make this Declaration in support of Plaintiffs’ motion for final approval and
9 attorneys’ fees and costs and incentive awards (“Motion”). In that regard, I discuss, in the
10 following order: (a) the history of this litigation, which includes a summary description of the legal
11 services provided by GSLLP in this litigation to date; (b) information pertaining to related
12 litigation; (c) an assessment of the settlement; (d) the risks borne by GSLLP; (e) the time, rate,
13 expenses, and other data underlying the Motion; and (f) GSLLP’s continuing obligations in this
14 litigation and under the Settlement Agreement.

15 **A. History of the Litigation.**

16 4. On April 6, 2015, Plaintiff filed a complaint against Defendant Procter & Gamble
17 (“P&G”) in the County of San Francisco. In that Complaint, Pettit alleged, on behalf of herself and
18 those similarly situated, that Defendants falsely and deceptively label wet wipes as “flushable,”
19 even though they are not suitable for flushing. Because the wipes are made of thick, strong fibers,
20 they do not disperse in the toilet (unlike toilet paper), and thus greatly increase the risk of clogs
21 both in household plumbing and in municipal water treatment systems. Plaintiff further alleges that
22 the wipes are particularly prone to snag and tangle with each other and with other debris, blocking
23 impellers and backing up sewage. Plaintiff alleged claims for violations of the California
24 Consumer Legal Remedies Act (“CLRA”), false advertising under California Business and
25 Professions Code sections 17500, *et seq.*, unfair business practices under California Business and
26 Professions Code sections 17200, *et seq.*, breach of contract, conversion, and misrepresentation.

27 5. GSLLP drafted and filed the Complaint and caused it to be served. Prior to doing
28 so, GSLLP spent time communicating with Plaintiff Pettit concerning her claims. GSLLP also

1 undertook extensive pre-filing investigation, including without limitation, researching, tracking,
2 and analyzing Defendant’s marketing, advertising, and product packaging, and reviewing
3 Defendant’s websites, press releases, public filings, and online documents. GSSLP also delved
4 deeply into the regulation, manufacturing, and testing of disposable wipes. Throughout this
5 litigation, GSSLP has continued to monitor, research and review such materials.

6 6. GSSLP also negotiated a co-counsel arrangement with Tycko & Zavareei (“TZ”)
7 and Spangenberg Shibley Liber LLP (SSL), both of which had experience prosecuting similar
8 flushable wipes litigation in Ohio. Throughout the litigation, GSSLP worked closely with TZ and
9 SSL to formulate case strategy. Work was divided between the firms to avoid duplication.
10 Similarly, in connection with legal research and brief writing, one firm was assigned to draft all (or
11 certain sections) of a brief, while the other provided only suggestions and edits.

12 7. After filing the Complaint, Defendants removed the case pursuant to the Class
13 Action Fairness Act of 2005, 28 U.S.C. 1332(d), *et seq.*, to the United States District Court for the
14 Northern District of California.

15 8. P&G then answered. GSSLP reviewed the answer.

16 9. At the time the Complaint was filed, GSSLP had been prosecuting another case
17 against P&G and its licensee, Nehemiah Manufacturing, LLC (“Nehemiah”) since 2014. That
18 case, *Machlan v. Procter & Gamble, et al.*, had been filed in San Francisco Superior Court (Case
19 No. CGC 14-538168) and removed to this District (Case No. 3:14-cv-1982). In January 2015,
20 Judge Donato remanded portions of the case to San Francisco Superior Court and stayed the
21 portions remaining before him. (These two lawsuits are collectively referred to herein as the
22 “Machlan Litigation.”) GSSLP’s work on the Machlan Litigation and its relation to this case are
23 discussed further in paragraph 38.

24 10. Shortly thereafter, P&G removed and answered, GSSLP researched the local rules
25 regarding case relation and met and conferred with P&G to determine whether to relate this matter
26 to the matter before Judge Donato in the Machlan Litigation.

27
28

1 11. GSLLP attended at several case management conferences, and drafted and filed
2 numerous case management statements for these events. GSLLP additionally participated in the
3 negotiation and preparation of numerous case management-related stipulations.

4 12. Throughout the litigation, GSLLP consulted with various experts and third parties.
5 For example, GSLLP worked extensively with Barry Orr, a flushability expert. While GSLLP had
6 numerous conversations with Mr. Orr in connection with his expert report (discussed further in
7 paragraph 21), GSLLP also regularly consulted Mr. Orr regarding developments in the flushable
8 wipes industry, flushability guidance, and the wastewater treatment industry's handling of the
9 challenges posed by flushable wipes. GSLLP also consulted with other third parties, such as those
10 working in wastewater industry. TZ and SSL also consulted with other individuals and
11 stakeholders connected to the wastewater industry. The three firms regularly shared information
12 and updates regarding these communications and developments.

13 13. Throughout the litigation, GSLLP also monitored the developments before the
14 Federal Trade Commission, which was conducting an inquiry the flushable wipes industry.
15 GSLLP also monitored a number of other flushable wipes lawsuits that had been filed around the
16 country, including an action by consumers in the Eastern District of New York and an action by
17 municipalities in Minnesota. GSLLP reviewed pleadings and various court orders, and to assist
18 with the development of case strategy, routinely discussed developments in these pending cases
19 with SSL and TZ.

20 14. In the summer of 2016, P&G filed a motion to stay the case, asserting that it was
21 necessary to allow the Federal Trade Commission time to complete its inquiry. GSLLP drafted and
22 filed an opposition to that motion. GSLLP also prepared for and argued that motion at a hearing in
23 August 2016. This Court denied that motion.

24 15. Throughout this case, GSLLP participated in the discovery efforts, including
25 drafting and serving discovery on P&G and third parties. Coordinating with TZ, GSLLP drafted
26 portions of one lengthy set of requests for production and two sets of interrogatories. P&G
27 responded, utilizing lengthy objections. Multiple rounds of meet and confer efforts were required.
28

1 GSSLP managed all of these meet and confer calls and subsequent written communications with
2 P&G, and many of the ones with third parties.

3 16. GSSLP also led met-and-confer efforts with P&G's counsel regarding other more
4 general discovery matters, such as the retention of electronic documents, P&G's searches for
5 electronically stored information, the terms and scope of a stipulated protective order, and the
6 timing of production.

7 17. P&G also served extensive discovery requests, including numerous document
8 requests and interrogatories on Plaintiff. GSSLP participated in the drafting of these responses,
9 and also spearheaded the efforts to gather documents and address concerns by P&G in its meet and
10 confer efforts. In particular, GSSLP engaged in numerous written communications and oral
11 discussions with P&G regarding whether P&G should be permitted to inspect Plaintiff's toilet and
12 home plumbing. P&G ultimately sought guidance from Magistrate Judge Sallie Kim. GSSLP
13 prepared for and attended that discovery conference. As P&G was successful, an attorney from
14 GSSLP also traveled to Long Beach, California to attend the inspection of Plaintiff's plumbing.

15 18. While TZ handled much of the work coordinating with third parties, such as
16 Rockline and INDA, GSSLP engaged in strategy discussions and reviewed subpoenas. GSSLP
17 also handled preparing a subpoena to Information Resources, Inc., and negotiating that production.

18 19. In total, over 112,000 pages of documents were produced in this case, and GSSLP
19 assisted with the document review efforts in this case. In particular, GSSLP prepared the tagging
20 protocol to be used for the review of documents, and regularly communicated with TZ and SSL
21 regarding the status of the review. GSSLP also engaged in a second-level review of a number of
22 critical documents.

23 20. GSSLP took two depositions of P&G's expert witnesses, including traveling to
24 Long Beach, California to conduct one. GSSLP also travelled to Long Beach to defend the
25 deposition of Plaintiff.

26 21. After obtaining significant discovery from P&G in this case, GSSLP took the lead
27 role in research for, drafting, and filing Plaintiff's Motion for Class Certification, which was filed
28 in February 2017. As part of this work, GSSLP helped to prepare lengthy declarations from Barry

1 Orr, Plaintiff's expert on flushability and from Colin Weir, Plaintiff's damages expert. GSSLP
2 also prepared the Administrative Motion to File Under Seal. In the weeks that followed, GSSLP
3 engaged in negotiations with P&G as to the discovery it still required to prepare its opposition as
4 well as the schedule for filing that opposition.

5 22. GSSLP then negotiated a schedule with Defendant for the completion of class
6 certification briefing. In March 2017, Defendant filed its opposition, which included evidentiary
7 objections and declarations of two experts. GSSLP prepared for and deposed both experts.

8 23. GSSLP took the lead in drafting and filing the reply brief, as well as a new
9 administrative motion to seal. GSSLP also retained J. Michael Dennis to prepare a consumer
10 survey and expert report. GSSLP worked with Dr. Dennis on the survey and completion of the
11 expert report.

12 24. Following the filing of Plaintiff's reply brief, P&G sought to object to Dr. Dennis's
13 report. P&G filed an administrative motion, which GSSLP opposed. GSSLP met and conferred
14 extensively with counsel for P&G regarding those objections, supplemental filings, and a new
15 schedule for the hearing on the motion for class certification. As a result, P&G filed a sur-reply
16 and evidentiary objections to Dr. Dennis's report. GSSLP then drafted and filed a supplemental
17 filing responding to the sur-reply and objections.

18 25. I appeared and argued at the hearing on this motion on July 20, 2017.

19 26. After the Court granted Plaintiff's Motion for Class Certification in August 2017,
20 P&G filed a Rule 23(f) petition. GSSLP took the lead in researching, drafting, and filing the
21 opposition to that motion, which was denied in November 2017.

22 27. In 2018, I was informed that TZ was contacted by numerous other victims of
23 P&G's false advertising, including those in states other than California. Thirteen of these
24 individuals retained TZ, SSL, and GSSLP to represent them.

25 28. Throughout the litigation, the parties had been discussing settlement. The parties
26 had been discussing settlement since 2016, when they discussed settlement with the parties
27 involved in a matter before Judge Weinstein in the Eastern District of New York, *Belfiore v.*
28

1 *Procter & Gamble*. Those talks culminated in an in- person mediation in December 2016 before
2 Magistrate Judge Robert M. Levy, which not successful.

3 29. In the time that followed, I remained in regular communication with counsel for
4 P&G, frequently discussing settlement options.

5 30. In connection with the all day mediation on April 17, 2018 in Chicago conducted
6 by Robert A. Meyer of JAMS, GSSLP drafted the mediation statement. GSSLP also had a number
7 of strategy discussions with TZ and SSL.

8 31. After an agreement in principle was reached at the mediation, GSSLP took the lead
9 on negotiating and drafting the Settlement Agreement along with corresponding documents,
10 including claim forms, summary notice, and long form notice. These negotiations lasted for
11 approximately six months. During that time, the parties exchanged a number of drafts and
12 revisions of these documents. GSSLP reviewed all of them.

13 32. Because the parties were able to arrive at a nationwide settlement, GSSLP assisted
14 with the drafting and filing of a Second Amended Complaint in this matter, which asserted
15 nationwide claims consistent with the nationwide settlement class contemplated by the Settlement
16 Agreement.

17 33. In late January 2018, the Ninth Circuit issued its decision in *In re Hyundai and Kia*
18 *Fuel Economy Litigation*, 881 F.3d 679 (9th Cir. 2018), which imposed heightened standards on
19 the certification of nationwide settlement classes. In response, GSSLP engaged in extensive
20 research and analysis on the various consumer protection laws and common laws of all fifty states
21 and the District of Columbia to determine which causes of action could be certified on a
22 nationwide basis and to ensure that all settlement class members were adequately represented.

23 34. After the parties entered into the Settlement Agreement, GSSLP participated in the
24 drafting and filing of the motion for preliminary approval of the settlement and its supporting
25 documents. GSSLP also negotiated a stipulation on the filing of the Second Amended Complaint.
26 Finally, GSSLP prepared the proposed order on preliminary approval, which this Court entered on
27 November 26, 2018 (dkt. # 129).

28

1 35. After filing the motion for preliminary approval of the settlement, GSSLP
2 supervised the work of the claims administrator in this matter. For example, my colleagues and I
3 tested the operation of the settlement website, and my associate and I have corresponded with the
4 claims administrator regarding the notice and claims process, including regarding inquiries from
5 class members. GSSLP will continue to participate in these efforts throughout and following the
6 claims process.

7 36. GSSLP also participated in the drafting and filing of the instant motion for final
8 approval of the settlement, and I will appear at the hearing on that motion.

9 37. Should any objections to the settlement be filed prior to the hearing on final
10 approval, GSSLP will assist in the research and response to those objections by, if necessary,
11 filing oppositions to them and/or a reply memorandum in support of the motion for final approval
12 of the settlement.

13 **B. The Machlan Litigation**

14 38. On behalf of a class of California consumers, GSSLP filed the Machlan Litigation
15 in March 2014. GSSLP was the sole firm representing the plaintiff in that matter. In December
16 2016, the matter ultimately settled, with Nehemiah agreeing to pay \$650,000 in attorneys' fees and
17 costs, as well as provide refunds to class members. This amount was significantly less than the
18 lodestar accrued in that case. While claims against P&G were released, the settlement reached in
19 that case did not call for P&G to provide any financial contribution.

20 39. GSSLP spent approximately 1800 hours prosecuting the Machlan litigation through
21 its ultimate completion in June 2017, but GSSLP only sought compensation for 1174 hours.
22 Because a large portion of the work completed in that case was ultimately used in this matter and
23 benefited this class, GSSLP re-allocated approximately 700 hours of time spent on work to this
24 case.

25 40. In particular, after a thorough review, I reallocated the hours billed to the Machlan
26 Litigation to this case in connection with activities including:

- 27 • Background investigation and research into flushability standards and P&G's
28 marketing practices;

- 1 • Work on the successful motion to dismiss (including standing to obtain an
- 2 injunction) as it resulted in P&G answering the complaint in this action, rather than
- 3 moving to dismiss;
- 4 • Subsequent brief writing, including work on a motion for leave to amend the
- 5 complaint, that shaped the scope of the Pettit Action;
- 6 • Reviewing the nearly 60,000 pages of documents produced by P&G;
- 7 • preparing and taking the depositions of six P&G witnesses, the transcripts of which
- 8 were obtained, and reviewed, then used in this case, thus eliminating the need to
- 9 retake them;
- 10 • negotiating and reviewing third party discovery from INDA, the flushable wipe
- 11 manufacturers' trade association;
- 12 • researching and consulting with experts about flushability standards;
- 13 • researching, and consulting with experts on the flushable wipes market; and
- 14 • participating in extensive settlement negotiations with P&G, whose active
- 15 participation the settlement with Nehemiah saved time during negotiations in this
- 16 action and the ultimate papers formed the templates of those used herein;

17

18 **C. The Ramcharitar Litigation**

19 41. GSLLP had numerous conversations with TZ and SSL regarding the numerous

20 individuals that had contacted TZ from around the country regarding the flushability of the

21 Charmin Flushable Wipes. In the summer of 2015, GSLLP was informed that TZ and SLL would

22 represent Carla Ramcharitar in the lawsuit in the Southern District of Ohio. That complaint was

23 filed on July 10, 2015, and was subsequently amended to add Gloria Wiltrakis and Cheryl Senko

24 as plaintiffs. While SSL and TZ handled the work in that matter, GSLLP regularly corresponded

25 with those firms regarding developments in that case, monitored the dockets, and reviewed

26 pleadings, as the work related to the Pettit matter.

27

28

1 **D. Assessment of Settlement**

2 42. After engaging in all of the aforementioned tasks, as a partner with GSLLP, I am in
3 a unique position to evaluate this Settlement. Indeed, in advising the Representative Plaintiff
4 whether or not to enter into the Settlement Agreement, I was very cognizant of the risks involved
5 in protracted litigation. I was also cognizant of Defendant’s size and financial resources.

6 43. When considering the risks and costs associated with proceeding to trial against the
7 nature of the benefit that was being offered by Defendant, it was clear that the Settlement is in the
8 best interests of the class. Indeed, with this Settlement, Plaintiff has achieved his desired goal in
9 this litigation—i.e., obtaining for class members cash refunds and changes to Defendant’s labeling
10 practices. Based on my evaluation of the facts and legal issues presented, I believe that the
11 settlement is fair, adequate, and reasonable. Indeed, I believe this is an excellent settlement.

12 44. Plaintiff Pettit is requesting an incentive award of \$5,000. Plaintiff Pettit took on
13 the risk of the possibility of bearing Defendant’s costs in a losing effort. She also is undertaking a
14 much broader release than class members, as she releases all claims to damage to personal
15 property. Pettit worked with counsel to provide information and respond to discovery throughout
16 the litigation. She also conducted searches of her records, and permitted her home plumbing to be
17 inspected. She also spent a good deal of time preparing for and being deposed.

18 45. The three Ramcharitar Plaintiffs, are requesting incentive awards of \$3,000 to
19 compensate them for representing absent class members and executing a broader release, identical
20 to the one entered into by Pettit. The remaining Plaintiffs seek \$1,000. They too are entering into
21 the same broader release.

22 46. Plaintiff has been actively involved in the litigation prior to and after this
23 Settlement. In my opinion, Plaintiff’s participation in this litigation has been exemplary.

24 47. Pursuant to N.D. Cal. Procedural Guidance for Class Action Settlements (“N.D.
25 Cal. Guide”) ¶1(g), Class Counsel estimate, based on their experiences with recent settlements in
26 other food labeling cases and the input of the claims administrator, there will be 100,000 claims.
27 The information requested by N.D. Guide ¶11 regarding past comparable class settlements
28 obtained by GSLLP is provided in the chart attached hereto as Exhibit 1.

1 **D. The Risks Borne By GSLLP.**

2 48. In accepting this case, GSLLP bore considerable risk. GSLLP took this case on a
3 fully contingent basis, meaning that we were not paid for any of our time, and that we paid all
4 costs and out of pocket expenses without any reimbursement to date. From the outset, GSLLP
5 recognized that it would be contributing a substantial amount of time and advancing significant
6 costs in prosecuting a nationwide class action, with no guarantee of compensation or recovery, in
7 the hopes of prevailing against a well-funded defense. During the course of the litigation, GSLLP
8 turned away other cases due to its involvement with this matter. Among these were cases that were
9 subsequently filed by other firms.

10 49. Because Defendant was represented by a large, highly-skilled and well-resourced
11 litigation firm, there was increased risk that Plaintiffs would receive a verdict for the Defense after
12 a prolonged trial.

13
14 **E. Lodestar and Expenses for GSLLP**

15 50. A true and correct copy of the firm resume of GSLLP was submitted in connection
16 with the motion for preliminary approval.

17 51. In addition to the work done on behalf of Pettit, GSLLP has worked on two other
18 matters related to flushable wipes marketing practices that contain allegations similar to those in
19 this case, the Machlan Litigation and a separate matter against Kimberly-Clark Corporation.
20 GSLLP has maintained separate billing records for each case. As noted above, the work
21 performed in the Machlan Litigation benefited the class here, and a portion of those hours were re-
22 allocated. In addition, because certain tasks in the matters have sometimes overlapped, GSLLP has
23 maintained separate billing records under the case name “FlushableWipes” for general work
24 performed related to all three matters. With respect to the “FlushableWipes” work, GSLLP is only
25 seeking to recover for one-half of the total of 113.4 hours, or 56.7 hours of time.

26 52. Based on the time records of GSLLP as described in the preceding paragraph,
27 GSLLP has spent approximately 2027 hours prosecuting this litigation (including time spent on
28 the Machlan Action) through December 31, 2018.

1 53. The total number of hours billed, as well as the lodestar computed at our 2019 rates,
2 is as shown in the following table:

Name	Total Hours	2018 Rate	Lodestar
Ashley Garcia	8.7	\$260.00	\$2,262.00
Adam Gutride	575.2	\$975.00	\$560,820.00
Jennifer Gardner	0.5	\$200.00	\$100.00
Jessica Kagansky	35.9	\$500.00	\$17,950.00
Todd Kennedy	12.5	\$800.00	\$10,000.00
Kate Manka	25.2	\$800.00	\$20,160.00
Marie McCrary	194.7	\$850.00	\$165,495.00
Matt McCrary	104	\$775.00	\$80,600.00
Seth Safier	129.4	\$925.00	\$119,695.00
Kristen Simplicio	940.6	\$800.00	\$752,480.00
TOTAL	2026.7		\$1,729,562.00

13
14 54. The hourly rates shown for the attorneys at GSSLP are the same as the regular rates
15 charged in 2019. The persons shown above are all attorneys, except for Ashley Garcia and
16 Jennifer Gardner, who are legal assistants.

17 55. I have reviewed the hours worked by the attorneys in this litigation (including time
18 billed to “Flushable Wipes” or to *Machlan* that was not recovered in that case and that can be
19 attributed to this case for the reasons stated above. I estimate that our time can be divided as
20 follows:

- **Adam J. Gutride: *case initiation and investigation*** (including plaintiff vetting, drafting of complaints and amended complaints; communication with potential witnesses and investigation) (34 hours); ***discovery*** (supervision of all aspects of the discovery process, review drafts of all discovery requests and responses, confer on search terms; review hot documents and confer with staff re depositions of defendant employees and third-party discovery, prepare for and take two expert depositions, defend depositions of two experts, strategy discussions) (72 hours); ***expert work*** (interview and retain experts; work with survey expert,

1 damages expert and technical flushability experts in drafting initial and
 2 supplemental reports, including detailed consultation on methodologies and design
 3 of flushability tests, and on critiques of opposing experts, plus ongoing supervision
 4 of wastewater working group positions and ISO standardization process (145
 5 hours); ***motion practice*** (supervising, rewriting and arguing opposition to motions
 6 to dismiss and motions regarding scope of injunctive relief against P&G
 7 in *Machlan*; supervise drafting, editing and filing of class certification opening
 8 brief, reply, objections, prepare for and argue at hearing; strategize about and
 9 rewrite opposition to Rule 23(f) petition; supervise drafting, editing and filing of
 10 motion to stay and motion for preliminary approval, prepare for and argue hearing
 11 on motion for preliminary approval, strategy discussions relating to motion
 12 practice) (131 hours); ***case management and strategy*** (manage staff, routine
 13 correspondence, coordinating work flow, communications with client, co-counsel,
 14 counsel in other flushable wipes cases around the country and third parties,
 15 attendance at CMCs, drafting and reviewing stipulations, monitoring developments
 16 in related cases, at INDA, and before the FTC) (48 hours); ***settlement***(draft term
 17 sheet for and attend judicial mediation in New York, work with co-counsel and
 18 New York counsel re same; supervise drafting and submission of mediation
 19 statement, attending private mediation in Chicago, prepare for and participate in
 20 numerous settlement discussions, revise, edit, and negotiate settlement papers,
 21 including agreement, class notices, claim form and proposed orders and negotiating
 22 revisions thereto, oversee claims administration, and related communications) (128
 23 hours); and ***other miscellaneous tasks*** (17 hours). **Grand total: 575.2 hours**

- 24 • **Seth A. Safier: *case initiation*** (communications with class members and putative
 25 class members, including follow up communications with class members) (2
 26 hours); ***discovery*** (prepare and took deposition of plumbing expert; review, analyze,
 27 and organize product information and expert materials; research into plumbing
 28 certification and licensing requirements; calls to plumbing local unions;

1 communications with opposing counsel regarding discovery and depositions;
 2 perform legal research relating to various discovery issues and disputes, including
 3 deposition related disputes; related travel) (66 hours); ***motion practice*** (review and
 4 revise various pleadings, including opposition to motion to dismiss, motion for
 5 leave to amend, complaint, and motion for preliminary approval; review and
 6 analyze deposition testimony for use as evidence in class certification motion;
 7 review and edit drafts of certification motion; review opposition to Rule 23(f)
 8 petition) (37 hours); ***case management and strategy*** (attendance at hearing and
 9 case management conference; communications internally and with co-counsel,
 10 other attention to strategy) (12 hours); ***settlement*** (negotiation, internal discussions
 11 and strategy re same; review and revise mediation statement; review and revise
 12 term sheets and draft settlement agreements, including exhibits) (13 hours). **Grand**
 13 **total: 130 hours**

- 14 • **Kristen Simplicio: *case initiation*** (including plaintiff vetting, drafting of
 15 complaint and amended complaints, communication with potential witnesses and
 16 investigation) (75 hours); ***discovery*** (including drafting requests and responses,
 17 review of documents and deposition transcripts, third party subpoenas, managing
 18 meet and confer process, attendance at discovery conference, preparing and
 19 defending Pettit's deposition, attending inspection of Pettit's plumbing, assisting
 20 with deposition preparation, assisting with preparations for and attending the
 21 depositions of six P&G employees) (135 hours); ***motion practice*** (research and
 22 drafting of opposition to motions to dismiss and motions regarding scope of
 23 injunctive relief against P&G in *Machlan*, and preparation and attendance for
 24 hearings thereon, opposition to motion to stay, including preparation for and
 25 arguments on, research and drafting of class certification motion, reply and
 26 objections, including related work on expert reports and supporting declarations,
 27 draft opposition to Rule 23(f) petition, drafting, editing and filing of motion to stay
 28 and motion for preliminary approval, prepare for and attend hearing on motion for

1 preliminary approval, research and strategy discussions relating to motion practice)
 2 (270 hours); **case management and strategy** (routine correspondence, coordinating
 3 work flow, communications with client, co-counsel, counsel in other flushable
 4 wipes cases around the country and third parties, attendance at CMCs, drafting and
 5 reviewing stipulations, monitoring developments in related cases, at INDA, and
 6 before the FTC) (205 hours); **settlement** (drafting mediation statement, assistance
 7 with preparations for mediation and settlement conference, prepare for and attend
 8 mediation conference in Chicago, drafting and editing settlement papers, including
 9 agreement, class notices, claim form and proposed orders and negotiating revisions
 10 thereto, oversee claims administration) overseeing claims administration, and
 11 related communications) (105 hours), and **other miscellaneous tasks** (38
 12 hours). **Grand total: 940.6 hours**

- 13 • **Marie McCrary: case initiation** (including interviewing plaintiff and drafting of
 14 amended complaint) (5.6 hours); **discovery** (including drafting discovery requests
 15 and deposition notices, reviewing documents, assisting in meet and confer process
 16 for discovery disputes and protective order, analyzing documents and developing
 17 strategy for depositions, and taking the depositions of six P&G employees) (182.8
 18 hours); and **case management and strategy** (preparing case strategy, discussions
 19 with co-counsel regarding case management and strategy, reviewing case
 20 management statements, and addressing compliance with sealing orders) (6.3

21 hours). **Grand total: 194.7 hours**

- 22 • **Matt McCrary: discovery** (prepare and defend deposition of economics
 23 expert; review, analyze, and organize product sales data; communications with
 24 opposing counsel regarding third party subpoenas for labels for use by economics
 25 expert in regression analysis; collect and supervise collection from online and in-
 26 store sources of product labels for use by economics expert in regression analysis;
 27 perform legal research and prepare memoranda relating to various discovery issues
 28 and disputes) (61 hours); **motion practice** (review and analyze deposition testimony

1 for use as evidence in class certification motion; supervise preparation of
 2 economics expert report and regression damages model; revise opposition to Rule
 3 23(f) petition) (43 hours). **Grand total: 104 hours**

- 4 • **Todd Kennedy: *discovery*** (coordinate review and production of documents) (2.2
 5 hours); ***settlement*** (assistance with settlement papers) (.8 hours). **Grand total: 3**
 6 **hours**

- 7 • **Jessica Kagansky: *motion practice*** (draft motion for preliminary approval, draft
 8 motion for final approval) (35.9 hours). **Grand total: 35.9 hours**

- 9 • **Kate Manka: *settlement*** (draft settlement papers, including agreement, class
 10 notices, claim form and proposed orders) (25.2 hours) **Grand total: 25.2 hours**

11 56. On August 29, 2018, this Court approved our regular 2018 billing rates of \$975 for
 12 me, \$950 for Seth Safier, \$850 for Marie McCrary, \$800 for Kristen Simplicio, \$775 for Seth
 13 Safier, \$850 for Todd Kennedy, and \$200 for Ashley Garcia. *Koller v. Deoleo*, Case No. 14-cv-
 14 2150 (N.D.Cal.), dkt. ## 160-2 and 169. On March 16, 2018, Judge Winifred Smith of the
 15 Alameda County Superior Court approved our regular 2017 billing rates of \$950 for me, \$925 for
 16 Seth Safier, \$775 for Kristen Simplicio, \$750 for Marie McCrary, and \$725 for Matt McCrary, in
 17 another product labeling matter, *Kumar v. Safeway, Inc.*, Case No. RG 14726707. These rates
 18 2017 rates were also approved on July 7, 2017 by Judge Gonzales Rogers in another product
 19 labeling matter handled by GSSLP, *Kumar v. Salov North America Corp.*, Case No. 14-cv-2411
 20 (N.D.Cal.). On December 5, 2017, Judge Claudia Wilken approved GSSLP's 2017 rates in
 21 *Rainbow Business Solutions v. MBF Leasing*, Case No. 10-cv-1993 (N.D.Cal.). On February 24,
 22 2016, Judge Peter Kirwan of the Santa Clara County Superior Court approved rates GSSLP's 2015
 23 rates of \$825 for me and \$800 for Seth Safier in *Mackinnon v. IMVU, Inc.*, Case No. 111 CV
 24 193767.

25 57. I am a 1994 graduate from Yale Law School. Seth Safier is a 1998 graduate from
 26 Harvard Law School. Ms. Simplicio is 2007 graduate of the American University, Washington
 27 College of Law. Ms. McCrary is a 2008 graduate of New York University Law School. Mr.
 28 McCrary is a 2009 graduate of the University of Texas –Austin law school.

1 58. I and Mr. Safier were previously attorneys at the law firm of Orrick Herrington &
2 Sutcliffe. It is my understanding that attorneys at that firms in the litigation departments, with the
3 same number of years of experience as myself and Mr. Safier are currently billing at hourly rates
4 in excess of \$1000 for law school graduates from 1994 and 1998. Similarly, the billing rates of
5 Ms. McCrary would be higher had she had remained at her prior firm, which Quinn Emanuel. I
6 believe that my firm's hourly rates are below market for attorneys with similar backgrounds and
7 experience.

8 59. The *Laffey* Matrix is an attorney's fee matrix developed in *Laffey v. Nw. Airlines,*
9 *Inc.*, 572 F. Supp. 354, 371 (D.D.C. 1983), which provides market rates for attorneys working in
10 the Washington, D.C., and Baltimore areas. The LSI *Laffey* Matrix, relies on the Legal Services
11 Index of the Bureau of Labor Statistics, which provides national legal rates adjusted for inflation,
12 rather than local and generalized cost data. *See* LSI *Laffey* Matrix, *available at*
13 <http://www.laffeymatrix.com/see.html>. Courts in this Circuit have found that hourly rates
14 determined using the *Laffey* Matrix, "are reasonable and commensurate with those charged by
15 attorneys with similar experience in the market." *Kumar v. Salov N. Am. Corp.*, No. 14-CV-2411-
16 YGR, 2017 WL 2902898, at *7 (N.D. Cal. July 7, 2017). Additionally, the Ninth Circuit has
17 accepted the *Laffey* Matrix as evidence of reasonable hourly rates charged by Washington, D.C.
18 attorneys. *Mancini v. Dan P. Plute, Inc.*, 358 F. App'x 886 (9th Cir. 2009). And a court in this
19 District recently awarded Bay Area attorneys *Laffey* Matrix fees adjusted upwardly by
20 approximately nine percent, so, if anything, the *Laffey* Matrix comes in below the market rate for
21 attorneys in this District. *See Brinker v. Normandin's*, No. 14CV03007EJDHRL, 2017 WL
22 713554 (N.D. Cal. Feb. 23, 2017) (citing *Theme Promotions, Inc. v. News America Marketing FSI,*
23 *Inc.*, 731 F. Supp. 2d 937, (N.D. Cal. 2010); *see also In re HPL Technologies, Inc. Securities*
24 *Litigation*, 366 F. Supp. 2d 912 (ND Cal 2005). Utilizing the *Laffey* Matrix, GSLLP's lodestar
25 computed using the matrix's 2018-2019 rates, is shown in the following table:
26
27
28

Name	Total Hours	Laffey 2018-2019 Rate	Laffey Rate with 8.6% Bay Area Multiplier	Total
Ashley Garcia	8.7	\$202.00	\$219.37	\$1,908.54
Adam Gutride	575.2	\$894.00	\$970.88	\$558,452.48
Jennifer Gardner	0.5	\$202.00	\$219.37	\$109.69
Jessica Kagansky	35.9	\$371.00	\$402.91	\$14,464.33
Todd Kennedy	12.5	\$742.00	\$805.81	\$10,072.65
Kate Manka	25.2	\$894.00	\$970.88	\$24,466.28
Marie McCrary	194.7	\$742.00	\$805.81	\$156,891.60
Matt McCrary	104	\$658.00	\$714.59	\$74,317.15
Seth Safier	129.4	\$894.00	\$970.88	\$125,632.39
Kristen Simplicio	940.6	\$742.00	\$805.81	\$757,946.77
TOTAL	2026.7			\$1,724,261.86

60. Expenses are accounted for and billed separately and are not duplicated in my professional billing rate. GSELLP has not received reimbursement for expenses incurred in connection with this litigation. As of December 31, 2018, my firm incurred a total of \$101,760.55 in unreimbursed actual third-party expenses in connection with the prosecution of these cases. The actual expenses incurred in the prosecution of these cases are reflected on the computerized accounting records of my firm prepared by bookkeeping staff, based on receipts and check records, and accurately reflect all actual expenses incurred. Some of the expenses included below are known to us but yet to be invoiced or have been invoiced but not yet paid. The expenses that have yet to be invoiced, for example, include expenses for courtesy copies of this Motion and expenses associated with traveling to the final approval hearing and are estimated based on my experience. A complete breakdown of all expenses is attached as Exhibit A. To summarize, the expenses are as follows:

Expense Category	Amount
Arbitrators/Mediators (E121)	7,279.42
Court Fees (E112)	450.00
Delivery Svcs & Msgrs (E107)	1,117.53

1	Deposition Transcripts (E115)	9,310.57
2	Experts (E119)	67,925.83
3	Local Travel (E109) ¹	99.75
4	Meals (E111)	870.65
5	Online Research (E106)	92.80
6	Other Professionals (E123) ²	9,956.19
7	Out-of-Town Travel (E110)	4,056.96
8	Outside Printing (E102)	442.04
9	Postage (E108)	158.81
10	TOTAL	\$101,760.55

11

12 **F. Plaintiffs' Counsel Continuing Obligations to Class Members**

13 61. Following this Court granting preliminary approval to the Settlement, Class
14 Counsel established standardized procedures to ensure that all inquiries from Class Members were
15 timely and accurately handled. I am not aware of any feedback from class members that would
16 suggest that the process is onerous or complicated. Class Counsel also worked the Claim
17 Administrator to assure that settlement website functioned properly, was easy to use and properly
18 designed. Class Counsel also worked with the Claims Administrator to assure that notice was
19 disseminated in accordance with the terms of the Settlement Agreement. I received weekly updates
20 from the Claims Administrator regarding the administration of the settlement. GSSLP will
21 continue in this capacity should the settlement be finally approved. GSSLP will prepare for and
22 appear at the fairness hearing. If the settlement is approved and fees awarded, GSSLP also will
23 oppose any appeals that may be filed. Based on my experience with class actions, I additionally
24 anticipate that there will be another 50-75 hours of work before this Litigation is entirely complete
25 and an estimated 175-250 hours if this Court's judgment is appealed.

26 _____

27 ¹ Includes taxis, and parking, tolls, and mileage for automobiles owned by GSSLP timekeepers.

28 ² Represents payment for the acquisition of point of sale data on flushable wipes purchases, requested by Plaintiff's economics expert to assist in the formulation of a damages methodology.

1 This declaration was executed this 24th day of January 2019, at Berkeley, California. I
2 state the foregoing under penalty of perjury under the laws of the United States.

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/s/ Adam J. Gutride
Adam J. Gutride, Esq.

EXHIBIT 1

Recent GSLLP Settlements in Product Labeling Cases

Case Name	<i>Koller v. Deoleo USA, Inc.</i>	<i>Kumar v. Safeway, Inc.</i>	<i>Kumar v. Salov North America Corporation</i>	<i>Machlan v. Procter & Gamble Company, et al</i>	<i>Miller v. Ghirardelli Chocolate Company</i>
CASE BACKGROUND					
Case No.	4:14-cv-2400 (N.D. Cal.)	RG 14-726707 (Alameda Sup. Ct.)	4:14-cv-2411 (N.D. Cal.)	GCG 14-538168 (San Francisco Sup. Ct.)	3:12-cv-4936 (N.D. Cal.)
Issue	Olive oil falsely advertised as “extra virgin” and “Imported from Italy”	Olive oil falsely advertised as “extra virgin” and “Imported from Italy”	Olive oil falsely advertised as “Imported from Italy”	Wipes were falsely advertised as “flushable” and safe for sewers and septic systems	Products falsely advertised as “white chocolate” and “all natural”
Date Filed	May 23, 2014	May 23, 2014	May 23, 2014	March 21, 2014	August 17, 2012
Date of Final Approval	August 29, 2018	March 16, 2018	July 7, 2017	June 6, 2017	February 20, 2015
Settlement Class	All consumers in the United States who purchased the extra virgin olive oil products between May 23, 2010 and April 16, 2018, and/or who purchased any of the challenged olive oil products between May 23, 2010 and December 31, 2015	All consumers in the United States who purchased the extra virgin olive oil products between May 23, 2010 and December 16, 2016, and/or who purchased any of the challenged olive oil products between January 1, 2012 and July 31, 2015	All consumers in the United States who purchased the challenged products between May 23, 2010 and June 30, 2015	All consumers in California who purchased the challenged products between March 21, 2010 and December 9, 2016	All consumers in the United States who purchased the challenged products between August 17, 2008 and October 2, 2014
NOTICE					
Print Notice	San Francisco	East County Times	People Magazine,	Press release through	People Magazine,

Case Name	<i>Koller v. Deoleo USA, Inc.</i>	<i>Kumar v. Safeway, Inc.</i>	<i>Kumar v. Salov North America Corporation</i>	<i>Machlan v. Procter & Gamble Company, et al</i>	<i>Miller v. Ghirardelli Chocolate Company</i>
	Chronicle, People Magazine, press release through PR News Wire		Good Housekeeping Magazine	PR News Wire	Oakland Tribune
Online Notice	58 million impressions targeted at likely class members	89.3 million impressions targeted at likely class members	165.5 million impressions targeted at likely class members	11.1 million impressions targeted at likely settlement class members	316 million impressions targeted at likely class members
Direct Notice	None	Notice provided at point of sale to past purchasers using club card purchase history	None	Direct notice sent to 10 class members for whom the defendant had contact information	Direct notice sent to 21,358 class members who had purchased products from the defendant's website
Other Notice	Publication on www.topclassactions.com	Publication on www.topclassactions.com	Publication on www.topclassactions.com	None	None
Cost of Notice	\$432,700	Unknown	Unknown	Unknown	\$765,002.15
CLAIMS					
Total Value	\$7 million common fund	Claims Made	Claims Made	Claims Made	\$5.3 million common fund
Claims Received	171,121 claims*	15,164 valid claims	53,030 valid claims	19,077 valid claims	83,783 valid claims
Total Value	\$1,556,186-	\$46,335.50	\$210,985.00	\$170,436	\$902,907.63

* The deadline to submit claims was after the date of final approval. Thus, the final number of claims received may be slightly higher, though the number of valid claims may be lower. Because the matter was only recently finalized and has been appealed, a full audit and accounting has not yet been performed.

Case Name	<i>Koller v. Deoleo USA, Inc.</i>	<i>Kumar v. Safeway, Inc.</i>	<i>Kumar v. Salov North America Corporation</i>	<i>Machlan v. Procter & Gamble Company, et al</i>	<i>Miller v. Ghirardelli Chocolate Company</i>
of Claims	\$5,575,833*				
Claim Cap Without Proof of Purchase	\$25	\$1.25-\$7.50, depending on product purchased and whether class member elected cash or Safeway gift card	\$5	\$50	\$24
Claim Cap With Proof of Purchase	None (unlimited)	None (unlimited)	None (unlimited)	None (unlimited)	None (unlimited)
Other Monetary Relief	If money is left in fund, the claim amount will be increased pro rata, up to five times the initial amount	Class members could receive three times as much if they elected to receive the funds in the form of a Safeway gift card (approximately two-thirds of claimants elected the gift card)	None	None	None
Average Recovery Per Claimant	Not yet calculated*	\$3.05	\$3.98	\$8.93	\$10.78
Approximate Size of Class	39,340,000	Unknown	3,679,000	Unknown	Unknown
Approximate Number of Households ¹	20,174,359	Unknown	1,886,667	Unknown	Unknown

¹ The Census Bureau reports that there is an average of 1.95 adults per household in the United States. See <https://www.census.gov/data/tables/2018/demo/families/cps-2018.html> (Table AVGI), last accessed January 4, 2019.

Case Name	<i>Koller v. Deoleo USA, Inc.</i>	<i>Kumar v. Safeway, Inc.</i>	<i>Kumar v. Salov North America Corporation</i>	<i>Machlan v. Procter & Gamble Company, et al</i>	<i>Miller v. Ghirardelli Chocolate Company</i>
Household Claims Rate	.85%*	Unknown	2.8%	Unknown	Unknown
OTHER RELIEF					
Injunctive Relief	Changes to labeling	Changes to labeling	Changes to labeling	Changes to labeling	Changes to labeling
Value of Injunctive Relief	Estimated to save class members \$68.3 million	Estimated to save class members \$5,279,450	Estimated to save class members \$19.9 million	No monetary estimate provided	Estimated to save class members \$13.46 million
Cy Pres	Consumers Union and Center for Food Safety	None	None	None	Consumers Union; National Consumer Law Center; University of California, Davis, Food Science & Technology Department; Florida State University, Food & Nutritional Science Department
FEES, COSTS, AND INCENTIVES					
Lodestar	\$2,2257,030.29	\$1,792,602.80	\$1,470,507.50	\$927,975	\$1,711,710
Total Fees & Costs Awarded (Costs)	\$2,250,319.73 (costs: \$150,319.73)	\$1,426,500 (costs: \$119,325.45)	\$982,500 (costs: \$108,268.20)	\$650,000 (costs: \$29,065.60)	\$1,662,572.12 (costs: \$87,572.15)
Incentive	\$1,000-\$5,000	\$6,490	\$2,500	\$5,000	\$10,000

EXHIBIT 2

United Sabor, LLP
Pettit v. P Expenses

		Pettit v P&G			
Ordinary Income/Expense					
Expense					
	Arbitrators/Mediators (E121)	7,279.42			
			03/21/2018	JAMS	Mediation with R. Meyer 7,450.00
			11/07/2018	JAMS	-170.58
					7,279.42
	Court Fees (E112)	450.00			
			4/7/15		Complaint 450.00
	Delivery Svcs & Msgrs (E107)	1,117.53			
			04/07/2015	S&R Services	Filing Summons & Complaint 100.00
			04/13/2015	S&R Services	Service on P&G, Ohio 135.00
			05/04/2015	File & Serve Xpress	Notice of Related Case 14.00
			01/28/2016	A and A Legal Service	K. Semplicio 328.05
			12/28/2016	DHL	K. Semplicio, samples sent for testing 132.73
			02/03/2017	S&R Services	Chamber's Copy, Judge Richard Seeborg 70.00
			02/22/2017	S&R Services	Chamber's Copy, Judge Sallie Kim 70.00
			02/24/2017	Lone Star Legal LLC	Chamber's Copy, Judge Richard Seeborg 25.00
			03/08/2017	S&R Services	Chamber's Copy, Judge Richard Seeborg 50.00
			05/18/2017	Lone Star Legal LLC	Chamber's Copy, Judge Richard Seeborg 65.00
			11/05/2018	S&R Services	Preliminary Approval Motion, Chamber's Copy 127.75
					1,117.53
	Deposition Transcripts (E115)	9,310.57			
			03/31/2017	Veritext Corp	Transcript of J. Pettit 826.50
			04/05/2017	Veritext Corp	Transcript of C. Weir 1,719.70
			04/13/2017	Veritext Corp	Barry Orr Transcript 1,243.20
			04/27/2017	Nogara Reporting Service	Transcript of Carol Scott, Ph.D. 2,427.31
			04/27/2017	Nogara Reporting Service	Transcript of Danny Acero 2,539.66
			05/05/2017	Hector Aldana	Video Recording of Dr. Carol Scott 475.00
			07/21/2017	Debra L. Pas	Transcript of Proceedings before R. Seeborg on 7/21/17 (Class Cert) 48.00
			11/19/2018	Katherine Powerll Sullivan	Pettit v. P&G Transcript (Preliminary Approval) 31.20
					9,310.57
	Experts (E119)	67,925.83			
			10/11/2016	Barry Orr	5,000.00
			02/01/2017	Economics and Technology Inc.	13,975.00
			03/10/2017	Economics and Technology Inc.	7,204.18
			04/04/2017	Economics and Technology Inc.	2,275.00
			05/02/2017	Economics and Technology Inc.	9,262.50
			05/02/2017	JMDSTAT Consulting	5,000.00
			06/12/2017	Barry Orr	8,051.65
			06/29/2017	JMDSTAT Consulting	5,620.00
			07/14/2017	JMDSTAT Consulting	2,600.00
			07/31/2017	Economics and Technology Inc.	8,937.50

**Gutridge Saifer, LLP
Pettit v. P Expenses**

		Pettit v P&G				
					67,925.83	
	Local Travel (E109)	99.75				
			08/13/2015	SFMTA Civic Center	S. Saifer (initial CMC)	7.00
			07/21/2016	SFMTA Civic Center	S. Saifer (motion to stay)	18.50
			12/31/2016	A. Gutride	2016 Mileage	16.20
			03/03/2017	Prudential Center Garage	Matt McCrary (Weir Depo)	42.00
			12/30/2017	A. Gutride	2017 Mileage	16.05
						99.75
	Meals (E111)	870.65				
			08/13/2015	Philz Coffee Inc	S. Saifer - meeting	4.00
			08/13/2015	Philz Coffee Inc	K. Semplicio - meeting	6.00
			01/21/2016	Rocco's Taco	A. Gutride - settlement conference	29.31
			01/21/2016	Odessa Restaurant	A. Gutride - settlement conference	44.95
			01/22/2016	OTG Management	A. Gutride - settlement conference	26.98
			03/03/2017	Gateway Newstand	Matt McCrary - Weir depo	11.38
			03/09/2017	Westside Tavern LA	K. Semplicio - Travel for Pettit Depo	25.80
			03/10/2017	The Stand	K. Semplicio - Travel for Pettit Depo	36.08
			03/10/2017	Lenny's Deli	K. Semplicio - Travel for Pettit Depo	38.57
			03/30/2017	Sanraku	A. Gutride, Orr Deposition	66.42
			03/31/2017	Jamba Juice	A. Gutride, Orr Deposition	12.28
			03/31/2017	Paramo Coffee	A. Gutride, Orr Deposition	8.50
			03/31/2017	83 Proof	A. Gutride, Orr Deposition	24.00
			03/31/2017	Onigilly	A. Gutride, Orr Deposition	28.09
			03/31/2017	Blue Bottle Coffee	A. Gutride, Orr Deposition	9.36
			04/27/2017	Trader Joe's	S. Saifer - Expert Depo	7.75
			04/27/2017	Blue Bottle Coffee	A. Gutride, Scott Deposition	4.94
			04/29/2017	Whole Foods	S. Saifer - Expert Depo	8.01
			04/27/2017	Mixt Greens	A. Gutride, Scott Deposition	14.61
			02/17/2016	Rick and Ann's Restaurant	Discussions at Firm Retreat	70.00
			02/19/2016	Hog's Apothecary	Discussions at Firm Retreat	167.12
			04/15/2018	Firewood Cafe Oakland	Gutride - Travel to Chicago for Mediation	12.20
			04/16/2018	Replay Andersonville, Chicago	Gutride, Chicago Mediation	130.17
			04/17/2018	FreshII, Chicago	Gutride, Chicago Mediation	6.68
			04/17/2018	Starbucks	Semplicio, Chicago Mediation	4.68
			04/16/2018	Little Goat	Gutride, Chicago Mediation	72.77
						870.65
	Online Research (E106)	92.80				
			01/20/2016	Pacer Service Center	K. Semplicio	14.30
			12/15/2016	Pacer Service Center	K. Semplicio	2.80
			05/05/2017	Pacer Service Center	K. Semplicio	13.50
			08/07/2017	Pacer Service Center	K. Semplicio	10.90
			11/06/2017	Pacer Service Center	K. Semplicio	36.70
			02/12/2018	Pacer Service Center	K. Semplicio	2.50
			05/07/2018	Pacer Service Center	K. Semplicio	1.20
			08/07/2018	Pacer Service Center	K. Semplicio	10.90

United Safier, LLP
Pettit v. P Expenses

Pettit v P&G				
				92.80
Other (E124)	9,956.19			
		10/06/2016	Precise, Inc. data management	199.76
		11/21/2016	Amazon Marketplace Pmts K. Semplicio - Product for Testing	41.80
		12/20/2016	Precise, Inc. data management	579.33
		12/20/2016	Walgreen K. Semplicio - Product for Testing	15.84
		12/20/2016	Amazon Marketplace Pmts K. Semplicio - Product for Testing	6.87
		12/21/2016	Amazon Marketplace Pmts K. Semplicio - Product for Testing	5.00
		12/21/2016	Amazon.com K. Semplicio - Product for Testing	18.66
		01/24/2017	SGS North America Inc. Product Testing	680.00
		01/24/2017	SGS North America Inc. Product Testing	580.00
		02/14/2017	Tappi A. Gutride, fiber analysis	49.00
		03/30/2017	Precise, Inc. data management	738.28
		04/20/2017	Albano's Plumbing 357 Line Avenue, plumbing	150.00
		04/28/2017	CVS A. Gutride, Product Samples	10.85
		05/12/2017	Precise Discovery, LLC data management	1,204.47
		07/17/2017	Precise Discovery, LLC data management	224.91
		09/07/2017	Precise Discovery, LLC data management	224.91
		05/11/2018	Precise Discovery, LLC data management	2,590.31
			Precise Discovery, LLC data management	2,636.20
				9,956.19
Out-of-Town Travel (E110)	4,056.96			
		01/14/2016	Amtrack A. Gutride - settlement conference	108.00
		01/20/2016	MTA A. Gutride - settlement conference	10.00
		01/21/2016	Uber A. Gutride - settlement conference	57.72
		01/21/2016	Hotwire A. Gutride - settlement conference	201.01
		03/02/2017	Sunoco Matt McCrary - Travel for Weir Depo	3.48
		03/02/2017	Dock Square Parking Matt McCrary - Travel for Weir Depo	36.00
		03/07/2017	Southwest Airlines K. Semplicio - Travel for Pettit Depo	220.94
		03/07/2017	Southwest Airlines K. Semplicio - Travel for Pettit Depo	193.94
		03/08/2017	Hotels.com K. Semplicio - Travel for Pettit Depo	408.84
		03/09/2017	Paypal Lyft Ride K. Semplicio - Travel for Pettit Depo	27.47
		03/09/2017	Long Beach Yellow Cab K. Semplicio - Travel for Pettit Depo	24.66
		03/09/2017	Sky Hotel K. Semplicio - Travel for Pettit Depo	15.00
		03/09/2017	Long Beach K. Semplicio - Travel for Pettit Depo	14.22
		03/10/2017	Paypal Lyft Ride K. Semplicio - Travel for Pettit Depo	28.42
		03/10/2017	LAZ Parking K. Semplicio - Travel for Pettit Depo	36.00
		03/10/2017	Paypal Lyft Ride K. Semplicio - Travel for Pettit Depo	25.93
		03/30/2017	Matt McCrary Mileage Reimbursement - Weir Depo	103.58
		04/25/2017	United S. Safier, Acevado Depo	218.20
		04/27/2017	ABM Onsite Westfield Mall S. Safier, Acevado Depo	28.00
		04/27/2017	Uber S. Safier, Acevado Depo	39.32
		04/27/2017	City of B H Parking Meter S. Safier, Acevado Depo	2.00
		04/28/2017	City of B H Parking Meter S. Safier, Acevado Depo	4.00
		04/28/2017	City of B H Parking Meter S. Safier, Acevado Depo	2.25
		04/29/2017	SLS Beverly Hills S. Safier, Acevado Depo	489.59

**Gutride Safer, LLP
Pettit v. P Expenses**

		Pettit v P&G				
			04/30/2017	Lyft	S. Safier, Acevado Depo	21.24
			04/30/2017	Lyft	S. Safier, Acevado Depo	8.85
			05/01/2017	Lyft	S. Safier, Acevado Depo	40.11
			05/02/2017	National Car Rental, LAX	S. Safier, Acevado Depo	41.99
			05/02/2017	National Car Rental, LAX	S. Safier, Acevado Depo	191.94
			02/24/2018	Southwest Airlines	A. Gutride, Chicago Mediation	351.96
			02/24/2018	Southwest Airlines	A. Gutride, Chicago Mediation	15.00
			02/24/2018	Southwest Airlines	A. Gutride, Chicago Mediation	15.00
			03/23/2018	Southwest Airlines	K. Semplicio, Chicago Mediation	399.96
			04/09/2018	Kimpton Hotel Allegro	K. Semplicio, Chicago Mediation	233.61
			04/14/2018	Lyft	K. Semplicio, Chicago Mediation	5.00
			04/14/2018	Lyft	K. Semplicio, Chicago Mediation	5.00
			04/14/2018	Lyft	K. Semplicio, Chicago Mediation	25.10
			04/14/2018	Lyft	K. Semplicio, Chicago Mediation	24.92
			04/16/2018	SWA Inflight	A. Gutride, Chicago Mediation	5.00
			04/16/2018	Metra Ogilvie	A. Gutride, Chicago Mediation	8.50
			04/17/2018	Ventra Vending	A. Gutride, Chicago Mediation	3.00
			04/17/2018	Chicago Taxi	K. Semplicio, Chicago Mediation	6.50
			04/17/2018	Lyft	K. Semplicio, Chicago Mediation	7.40
			04/17/2018	Ventra Vending	K. Semplicio, Chicago Mediation	3.00
			04/18/2018	Lyft	K. Semplicio, Chicago Mediation	31.33
			05/14/2018	Southwest Airlines	A. Gutride, Mediation	298.98
			05/14/2018	Southwest Airlines	A. Gutride, Mediation	15.00
						4,056.96
	Outside Printing (E102)	442.04				
			02/24/2017	Lone Star Legal LLC	Documents filed USDC/SF	299.82
			03/30/2017	Hotel Business Cntr	A. Gutride - copies Orr depo	23.09
			04/27/2017	FedexOffice	A. Gutride - copies Carol Scott depo	64.86
			05/18/2017	Lone Star Legal LLC	Copies for Document Filing	54.27
						442.04
	Postage (E108)	158.81				
			04/06/2015	USPS	CLRA letter	22.97
			12/20/2016	USPS.com	Shipment to Barry Orr	50.80
			03/27/2017	Union Post San Francisco	Shipment to Barry Orr	78.39
			04/06/2017	USPS	pro hac vice paperwork	6.65
						158.81
	Total Expense	101,760.55				