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UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF CALIFORNIA

JACKIE FITZHENRY-RUSSELL and  
GEGHAM MARGARYAN, as individuals,  
on behalf of themselves, the general public  
and those similarly situated,

Plaintiffs,

v.

KEURIG DR. PEPPER, INC and DR  
PEPPER/SEVEN UP, INC.,

Defendants.

Case Nos. 5:17-cv-00564-NC (lead); 5:17-cv-04435-NC (consolidated)

**DECLARATION OF ADAM J. GUTRIDE  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR APPROVAL OF CLASS ACTION  
SETTLEMENT**

**Date: January 9, 2018**

**Time: 1:00 p.m.**

**Courtroom: 7**

**Judge: Honorable Nathanael Cousins**

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1 I, Adam Gutride, declare and state that:

2 1. I am an attorney licensed to practice law in the State of California and in this Court,  
3 and a partner in Gutride Safier LLP (“GSLLP” or “Firm”), counsel of record for Plaintiffs and the  
4 certified class in the above captioned matter. I submit this declaration in support of Plaintiffs’  
5 Motion for Approval of Class Settlement. Unless otherwise noted, I have personal knowledge of the  
6 facts set forth in this declaration and could and would testify competently to them if called upon to  
7 do so. I discuss, in the following order, (a) the history of this litigation, which includes a summary  
8 description of the legal services provided by GSLLP in this litigation to date; (b) evaluation of the  
9 proposed settlement; (c) the risks borne by GSLLP; (c) the lodestar of GSLLP; and (e) GSLLP’s  
10 continuing obligations in this litigation and under the Settlement Agreement.

11 **A. History of Litigation**

12 2. On December 28, 2016, Jackie Fitzhenry-Russell and Robin Dale, through their  
13 counsel Gutride Safier LLP (“GSLLP”), initiated litigation against KDP by filing a Class Action  
14 Complaint in Santa Cruz County Superior Court. Plaintiffs alleged that Defendants had deceptively  
15 marketed and sold its Canada Dry Ginger Ale products with the representation “Made from Real  
16 Ginger” on the front label, when in fact it does not contain “real ginger” as reasonable consumers  
17 understand that term, nor does it provide the health benefits that consumers reasonably expect from  
18 real ginger. Plaintiff further alleged that, as a result of the deceptive label, Defendants caused the  
19 Products to be sold at a higher retail price. Plaintiffs alleged claims for violations of the California  
20 Consumer Legal Remedies Act, Civil Code § 1780 et seq. (“CLRA”), false advertising under  
21 California Business and Professions Code § 17500 et seq.; unfair business practices under  
22 California Business and Professions Code § 17200 et seq.; and misrepresentation. Plaintiffs sought  
23 to pursue these claims on behalf of themselves and all purchasers of Canada Dry in the United  
24 States (other than resellers) between December 28, 2012 and the present. Plaintiffs sought an  
25 injunction to require Defendants to cease using the phrase “Made from Real Ginger” in labeling and  
26 marketing. Plaintiffs also sought to recover, on behalf of the class of all purchasers, the dollar  
27 amount of the “premium” price attributable to the alleged misrepresentations. GSLLP also drafted  
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1 and sent a demand letter to KDP pursuant to the CLRA on December 29, 2018. A true and correct  
2 copy of that letter is attached hereto as Exhibit 1. Defendants timely removed the action to the  
3 Northern District of California on February 3, 2017. (Dkt. #1.)

4 3. GSSLP drafted and filed the Complaint and caused it to be served. Prior to doing so,  
5 GSSLP spent time communicating with Plaintiffs concerning their claims, gathering their  
6 documentation, and negotiating with them engagement agreements. GSSLP also undertook  
7 extensive pre-filing investigation, including without limitation, researching, tracking, and analyzing  
8 KDP's marketing, advertising, and product packaging, and reviewing KDP's websites and online  
9 documents. KDP spent additional time analyzing Food and Drug Administration ("FDA")  
10 regulations and the California Health and Safety Code. Throughout this litigation, GSSLP has  
11 continued to monitor, research, and review such materials.

12 4. On February 21, 2017, Defendant filed a motion to dismiss and a motion to strike.  
13 (Dkt. ##16, 17.) Defendants argued, *inter alia*, that Plaintiffs lacked standing to sue and that she had  
14 failed to plead a claim for relief. GSSLP reviewed KDP's arguments and researched the issues to  
15 draft the oppositions to those motions. GSSLP appeared and argued at the hearing on these matters.  
16 On April 19, the Court granted in part and denied in part the motion and granted Plaintiffs leave to  
17 amend their complaint. (Dkt. #31.)

18 5. GSSLP drafted and filed an amended class action complaint on May 10, 2017. (Dkt.  
19 #42.)

20 6. On March 14, 2017, another law firm, Faruqi & Faruqi, filed a case in the Central  
21 District of California entitled *Arash Hashemi, et al v. Dr Pepper Snapple Group, Inc. et al.*, No.  
22 2:17-cv-02042-FMO. GSSLP filed a motion in this Court to consider whether the *Hashemi* case  
23 should be related, to stay prosecution of the *Hashemi* case, and to appoint GSSLP interim lead  
24 counsel for the proposed nationwide class. (Dkt. #47-49.) The Faruqi firm consented to the transfer  
25 of the *Hashemi* case to this Court and opposed GSSLP's motion for appointment as interim lead  
26 counsel. (Dkt. #54-55.) GSSLP appeared and argued at the hearing on these matters. On June 28,  
27 2017, the Court appointed GSSLP as interim lead counsel and directed all plaintiffs to file a  
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1 consolidated amended complaint. (Dkt. #60.) The *Farqui* firm declined to join in the consolidated  
2 amended complaint and dismissed its clients' claims. (Dkt. #64-65.) The *Faruqi* firm filed a new  
3 case on July 27, 2017 on behalf of a proposed nationwide class in the United States District Court  
4 for the Western District of Missouri entitled *Arnold E. Webb, v. Dr. Pepper Snapple Group, Inc., et*  
5 *al.*, Case No. 4:17-00624-CV-RK. On September 27, 2017, Defendants moved to dismiss the *Webb*  
6 case for failure to state a claim; that motion was denied on April 25, 2018. In January 2018, GSLLP  
7 retained co-counsel in Missouri to assist with possible intervention and agreed to pay all its costs  
8 out-of-pocket. On January 18, 2018, GSLLP, with the assistance of local counsel, moved on behalf  
9 of its California clients to intervene in and stay *Webb*, in light of the first-filed rule and the  
10 California court's interim lead counsel order. While that motion was pending, on April 9, 2018,  
11 Plaintiffs in the California action limited their motion for class certification to a California class. On  
12 April 26, 2018, the Missouri court denied the motion to intervene as untimely. On June 20, 2018,  
13 the *Webb* case was settled on an individual basis and dismissed with prejudice.

14         7.         On July 14, 2017, the Margarian Law Firm filed a case in the Central District of  
15 California entitled *Gegham Margaryan v. Dr Pepper Snapple Group, Inc. et al.*, No. 2:17-cv-  
16 05234-JFW. GSLLP negotiated a co-counsel arrangement with Margarian Law Firm. Throughout  
17 the litigation, work was divided between the firms to avoid duplication. The *Margaryan* action was  
18 transferred to this Court on August 3, 2017 and consolidated with the *Fitzhenry-Russell* case on  
19 August 21, 2017. (Dkt. #75.)

20         8.         Pursuant to the Court's June 28, 2017 order, GSLLP drafted and filed the amended  
21 class action complaint on July 19, 2017. (Dkt. #66.) On August 18, 2017, Defendants again moved  
22 to dismiss Plaintiffs' amended complaint. Defendants argued, *inter alia*, that Plaintiffs failed to  
23 plead fraud with particularity and that the Court lacked personal jurisdiction over a nationwide  
24 class. (Dkt. # 74.) GSLLP reviewed KDP's arguments and researched the issues to draft the  
25 oppositions to the motion. GSLLP argued at the hearing on these motions. On September 22, 2018,  
26 the Court denied Defendants' motion without oral argument. (Dkt. #87.)

1           9.       After the denial of their motion to dismiss, Defendants then requested permission to  
2 file an interlocutory appeal on the personal jurisdiction issue. GSSLP reviewed KDP's arguments  
3 and researched the issues to draft the oppositions to the motion. The Court denied KDP's motion.  
4 (Dkt. # 105.)

5           10.       On August 9, 2017, Plaintiffs and Defendants filed a joint motion to relate a later  
6 filed-case entitled *Gegham Margaryan v. Dr Pepper Snapple Group, Inc.*, Case No. 5:17-CV-  
7 04435. (Dkt. #73.) The court consolidated the cases (Dkt. #75) and GSSLP, in consultation with the  
8 Margarian Law Firm, drafted and filed an amended class action complaint on October 31, 2017,  
9 which included the claims of Mr. Margaryan. (Dkt. #97.)

10           11.       Beginning in early 2017, the parties engaged in extensive discovery. GSSLP led  
11 Plaintiffs' discovery efforts, including drafting and serving discovery on KDP and subpoenas on  
12 third parties. Among other things, Plaintiff propounded one lengthy set of requests for production  
13 and interrogatories. Defendants responded, often refusing to produce basic categories of information  
14 and utilizing lengthy objections. Multiple rounds of meet and confer efforts were required. GSSLP  
15 participated in all of these meet and confer calls.

16           12.       GSSLP also led met-and-confer efforts with KDP's counsel regarding other more  
17 general discovery matters, such as the scope of discovery, the timing of the opening of discovery,  
18 the retention of electronic documents, KDP's searches for electronically stored information, the  
19 terms and scope of a stipulated protective order, and the timing of production. GSSLP also briefed  
20 all the joint discovery disputes in this matter. There also was extensive motion practice in the  
21 District of New Jersey regarding a third party subpoena to Givaudan Flavors Corp., which supplies  
22 certain flavor ingredients to Defendants for use in Canada Dry. Plaintiffs retained Michael J.  
23 DeBenedictis, an attorney barred in the states of New Jersey and New York, to assist GSSLP in the  
24 motion practice involving Givaudan.

25           13.       KDP also served extensive discovery requests, including numerous document  
26 requests and interrogatories on Plaintiffs. GSSLP participated in the drafting of these responses, and  
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1 also spearheaded the efforts to gather documents and address concerns by KDP in its meet and  
2 confer efforts.

3 14. In total, over 200,000 pages of documents were produced in this case, and GSSLP  
4 conducted all document review.

5 15. GSSLP also took three depositions of three of KDP's senior employees with  
6 authority over marketing, product formulation, and customer service. These KDP employees were  
7 designated as 30(b)(6) witnesses and also appeared in their individual capacities. GSSLP defended  
8 the deposition of Plaintiffs Jackie Fitzhenry-Russell and Robin Dale and attended the two  
9 depositions of Gegham Margaryan. GSSLP assisted the Plaintiffs' preparations of corrections to  
10 their deposition transcripts.

11 16. Throughout the litigation, GSSLP consulted with various experts. For example,  
12 GSSLP retained and worked with a survey expert to conduct three surveys of California consumers  
13 regarding (1) what they understood the phrase "Made from Real Ginger" to mean, (2) how  
14 important that perceived meaning was to their purchasing decisions, and (3) how the inclusion of  
15 the phrase affected the price of Canada Dry Ginger Ale. GSSLP also retained and worked with an  
16 economist to estimate classwide damages; he opined that based on the survey results, Class  
17 members had paid a price premium for the Canada Dry Ginger Ale purchased during the class  
18 period averaging approximately 4% of the purchase price, which equated to a total overpayment of  
19 \$10,778,477.16 during the class period, or an average of \$0.09 per product purchase. GSSLP  
20 additionally retained and worked with a chemist who used gas chromatography/mass spectrometry  
21 to analyze the amount of ginger compounds in Canada Dry as compared to competing brands.  
22 GSSLP consulted Plaintiffs' experts frequently about strategy at class certification and trial,  
23 discovery responses, and other case management issues.

24 17. GSSLP attended several case management conferences, and drafted and filed  
25 numerous case management statements for these events. GSSLP additionally participated in the  
26 negotiation and preparation of numerous case management-related stipulations. (*See e.g.* Dkt.  
27 #119.)

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1 18. In March 2018, Robin Dale sought permission to voluntarily dismiss her claims  
2 without being required to pay Defendants' attorneys' fees. (Dkt. # 159). Defendants' opposed the  
3 application. The Court granted permission for voluntary dismissal as requested. (Dkt. # 152).

4 19. GSSLP researched, drafted, and filed Plaintiffs' Motion for Class Certification,  
5 which was filed on April 9, 2018. As part of this work, GSSLP helped to prepare lengthy  
6 declarations from Plaintiffs' survey and economics experts. GSSLP also prepared the  
7 Administrative Motion to File Under Seal. Defendants opposed the motion (Dkt. #184), and filed a  
8 motion to strike the class certification reports of Plaintiffs' survey and damages experts. (Dkt. #  
9 185). GSSLP researched, drafted, and filed Plaintiffs' opposition to Defendants' motion to strike.  
10 (Dkt. #193.) GSSLP drafted and filed the reply brief. GSSLP appeared and argued at the hearing on  
11 these motions. On June 26, 2018, the Court denied the motion to strike, certified the class of all  
12 purchasers in California of Canada Dry between December 28, 2012 and the present, except for  
13 purposes of resale, and appointed GSSLP and the Margarian Law Firm Class Counsel (Dkt. #199.)

14 20. Immediately following class certification, GSSLP engaged in extensive negotiations  
15 with KDP's counsel to prepare a stipulation to extend mediation and discovery deadlines to  
16 facilitate continued discovery and settlement negotiations pending the resolution of Defendants'  
17 Rule 23(f) petition. The stipulation was filed on June 28, 2016. (Dkt. #201.) The Court granted the  
18 stipulation, in part, as to the revised fact and expert witness discovery deadlines. (Dkt. #204.)

19 21. After the Court granted Plaintiffs' Motion for Class Certification, Defendants filed a  
20 Rule 23(f) petition. GSSLP researched, drafted, and filed the opposition to that motion, which was  
21 denied by the Ninth Circuit.

22 22. After class certification, GSSLP retained and worked with two additional experts to  
23 prepare reports: a flavor scientist who was also a certified nutritionist, and a marketing professor.  
24 GSSLP defended the deposition of each of Plaintiffs' five experts and also deposed each of  
25 Defendants' five opposing experts on the same subjects. Additional motion practice ensued when  
26 Defendants presented supplemental expert reports, leading to second depositions of two defense  
27 experts.



1           23.     Further, after class certification, GSLLP prepared a joint statement for approval of  
2 class notice, which was filed in July 2018. After the Court approved the notice plan on September  
3 18, GSLLP established standardized procedures to ensure that all inquiries from Class Members  
4 were timely and accurately handled. Dozens of Class Member inquiries were received and handled  
5 by GSLLP. Further, GSLLP also worked with the Notice Administrator to assure that the notice  
6 website functioned properly (i.e., was easy to use, properly designed, and contained all relevant  
7 documentation). GSLLP also worked with the Notice Administrator to assure that notice was  
8 disseminated in accordance with the terms of the notice plan. Class Counsel received weekly  
9 updates from the Notice Administrator regarding the status of notice.

10           24.     On August 15, 2018, the parties participated in mediation with Robert Meyer at  
11 JAMS in Los Angeles, California. (Dkt. #220.) Prior to and at the mediation, GSLLP stated that no  
12 settlement was possible unless Defendants agreed to stop using the unmodified phrase “Made from  
13 Real Ginger” in their labeling and marketing. GSLLP proposed that Defendants could be permitted  
14 to use the words “real ginger” only if accompanied by the words “flavor” or “extract.” Defendants  
15 declined to agree, and no settlement was reached.

16           25.     On September 7, 2018, Defendants moved for summary judgment on the ground that  
17 no reasonable consumer could be misled by the phrase “Made from Real Ginger.” (Dkt. #226.)  
18 Defendants simultaneously moved to strike reports of several of Plaintiffs’ experts. (Dkt. #225)  
19 researched, drafted, and filed Plaintiffs’ opposition to both motions, proffering three theories of how  
20 the Canada Dry label was misleading. (Dkt. #235, 237.) On November 2, 2018, the Court granted  
21 summary judgment in part as to one of Plaintiffs’ three theories of deception and denied summary  
22 judgment as to the others. (Dkt. #261.) The Court also granted in part and denied in part  
23 Defendants’ motion to strike, striking the testimony of Plaintiffs’ marketing expert, but permitting  
24 the remainder of Plaintiffs’ experts to testify. (Dkt. #260.)

25           26.     After summary judgment, the parties began trial preparations. GSLLP spearheaded  
26 the preparation and filing of the joint pretrial statement on November 21, 2018, which included  
27 witness lists (Dkt. #285), exhibit lists (Dkt. #282), discovery designations (Dkt. #281), proposed  
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1 court-directed *voir dire* (Dkt. #288), a jury questionnaire, joint statement of the case, stipulations  
2 and disputes regarding conduct at trial (Dkt. #286), and disputed jury instructions and a verdict  
3 form. Additionally, GSSLP helped prepare a motion to appoint additional Durie Tangri LLP as  
4 additional counsel for trial (Dkt. #284). All items required extensive negotiation and coordination  
5 between the parties as well as legal and factual research. (Dkt. #272.) GSSLP researched, drafted,  
6 and filed Plaintiffs' motions in limine on November 27, 2018. (Dkt. # 297.) GSSLP researched,  
7 drafted, and filed Plaintiffs' oppositions to KDP's motions in limine on November 30, 2018. (Dkt.  
8 #303.) GSSLP and Durie Tangri attorneys attended the pretrial conference and argued the matters.  
9 The court issued its order granting and denying the motions in limine on December 10, 2018. Dkt.  
10 #313.) A jury trial is set to begin on January 9, 2018.

11 27. GSSLP and Durie Tangri has undertaken significant preparations for trial, including  
12 performing mock jury research, preparing trial strategy, and drafting witness examination outlines.

13 ***GSSLP's Massachusetts and New York Cases for Proposed 49-State Class***

14 28. As a result of the *Fitzhenry-Russell* case, GSSLP was contacted by numerous other  
15 victims of KDP's false advertising, including those in states other than California. Eight of these  
16 individuals retained GSSLP to represent them.

17 29. On June 30, 2018, or four days after the California class was certified, GSSLP  
18 drafted a complaint to commence a putative class action on behalf of Plaintiff Samuel Fisher and  
19 purchasers in Massachusetts against Defendants in the District of Massachusetts. (*Fisher v. Keurig*  
20 *Dr Pepper*, No. 18-cv-11381-MLW (D. Mass) ("*Fisher*") Dkt. #1.) Prior to filing the Complaint,  
21 GSSLP spent time communicating with Samuel Fisher concerning his claims, gathering his  
22 documentation, and negotiating with him an engagement agreement.

23 30. On July 11, 2018, GSSLP, with the assistance of Michael J. DeBenedictis drafted  
24 and filed a complaint to commence a putative class action on behalf of Plaintiff Julie Fletcher and  
25 purchasers of Canada Dry Ginger Ale in New York against Defendants in the Western District of  
26 New York. (*Fletcher v. Keurig Dr Pepper*, No. 18-cv-00766-EAW (W.D.N.Y.) ("*Fletcher*") Dkt.

1 #1.) Prior to filing the Complaint, GSSLP spent time communicating with Julie Fletcher concerning  
2 her claims, gathering her documentation, and negotiating with her an engagement agreement.

3 31. On August 8, 2018, GSSLP filed an amended complaint on behalf of Plaintiffs  
4 Samuel Fisher, Kacie Lagun, Micah Burdick, Scott Miller, Leroy Jacobs (“Plaintiffs”) and a  
5 putative 49-state class of all states other than California. (Dkt. #14.) All complaints were based on  
6 the extensive discovery conducted in the Northern District of California, and cited Defendants’  
7 internal documents, which had been publicly filed in the California court in connection with class  
8 certification after the California court denied a motion to seal. Further, prior to filing the amended  
9 complaint, GSSLP spent time communicating with the new plaintiffs concerning their claims,  
10 gathering their documentation, and negotiating with them engagement agreements.

11 32. On August 31, 2018, Defendants moved to dismiss the *Fletcher* complaint in New  
12 York. (*Fletcher* Dkt. #15.) GSSLP reviewed KDP’s arguments and researched the issues to draft the  
13 oppositions to the motion. GSSLP argued at the hearing on these motions. At oral argument on  
14 October 24, the New York Court indicated that it intended to deny the motion but it has not yet  
15 issued a written ruling.

16 33. On August 31, 2018, Defendants moved to dismiss the *Fisher* complaint in  
17 Massachusetts and to strike all national class allegations. (Dkt. #18.) GSSLP reviewed KDP’s  
18 arguments and researched the issues to draft the oppositions to the motion. GSSLP argued that it  
19 was appropriate to proceed with the 49-state class because Keurig D Pepper is headquartered in  
20 Massachusetts. Defendants sought leave to file a reply brief. The Massachusetts Court has not yet  
21 ruled on Defendants’ motion for leave to file a reply, nor on the underlying motion to dismiss and  
22 strike.

23 34. GSSLP has participated in the negotiation and preparation of numerous case  
24 management-related stipulations in both the *Fletcher* and *Fisher* cases.

25 ***Other Non-GSSLP Cases And Proposed 49-State Class Settlement***

26 35. After GSSLP had obtained class certification in California (on June 26, 2018) and  
27 filed its additional cases in Massachusetts and New York (on June 30 and July 11, 2018,

1 respectively), several other law firms unaffiliated with GSSLP filed copycat cases in four state  
2 courts on behalf of single-state classes. On July 20, 2018, Plaintiff Heather Erwin filed a lawsuit  
3 against Defendants on behalf of an Illinois-only class in the Circuit Court of St. Clair County,  
4 Illinois. On July 25, 2018, Julie George filed a lawsuit against Defendants on behalf of a Missouri-  
5 only class in the Circuit Court for the State of Missouri. On July 5, 2018, Plaintiff Janet Childers  
6 filed a lawsuit against Defendants on behalf of a Texas-only class in the District Court of Tarrant  
7 County, Texas. And on July 30, 2018, Frank Levitt filed a lawsuit against Defendants on behalf of a  
8 Florida-only class in the Circuit Court of Broward County, Florida. The allegations in each of the  
9 complaints in the copycat suits were largely copied from the complaints filed in this case and relied  
10 heavily on the Court's findings in the class certification order and KDP's documents publicly filed  
11 by Plaintiffs in support of certification.

12         36. Upon learning of the cases, GSSLP immediately sought copies of all the filings in  
13 the copycat cases and information from Defendants about their status. Defendants informed GSSLP  
14 that all the complaints had been voluntarily dismissed between August 27 and September 28, 2018  
15 and that no consideration had been given in exchange for the dismissals. Defendants failed to  
16 inform GSSLP, however, that it had secretly engaged in mediation with the law firms representing  
17 the copycat plaintiffs in September 2018, using a different JAMS mediator, former U.S. District  
18 Judge Wayne Andersen.

19         37. After the mediation, and again without notice to GSSLP, the four copycat lawsuits  
20 were refiled as a consolidated complaint in the Illinois court on October 29, 2018, on behalf of a  
21 proposed 49-state class. Without notice to GSSLP, the lawyers for the copycat plaintiffs and  
22 defendants then had further settlement discussions and reached a settlement under which the Illinois  
23 case would be voluntarily dismissed and a consolidated complaint would instead be filed in the  
24 Missouri state court on behalf of a 49-state class. Under the settlement, Defendants would agree to  
25 make the label changes that had originally been proposed by GSSLP in Plaintiffs' mediation  
26 statement for the August 2018 mediation in California. Defendants would also agree to provide  
27 refunds to class members of 40 cents per product, up to \$5.20 (or 13 purchases) without proof of  
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1 purchase, or \$40.00 (or 100 purchases) with proof of purchase, and a minimum of \$2.00 for any  
2 claim, even if for fewer than 5 purchases. Ironically, the settlement documents were copies of forms  
3 prepared by Plaintiffs' counsel in other cases—*e.g.*, with identical section numbering and content,  
4 font selection, and even footnotes—namely the Procter & Gamble “flushable wipes” settlement now  
5 pending before Judge Seeborg, and the Salov olive oil settlement that was approved by Judge  
6 Gonzales-Rogers. On December 11, again without notice to GSSLP, the four lawsuits were again  
7 refiled in the Missouri court, simultaneously with the filing of the proposed 49-state settlement and  
8 motion for preliminary approval. The proposed settlement provides for payment of fees and costs to  
9 the lawyers for the copycat plaintiffs of up to \$1.2 million, even though those lawyers did nothing  
10 other than copy GSSLP's complaints in this case and negotiate the settlement agreement.

11 38. GSSLP did not learn of the new case or the settlement until December 19 when  
12 Defendants informed the California Court that, on December 19, the Missouri court had entered an  
13 order of preliminary approval. On December 20, 2018, Defendants moved to stay proceedings in  
14 New York pending approval of a proposed 49-state class settlement. (*Fletcher* Dkt. #30.)  
15 Defendants filed a similar motion in Massachusetts on December 26. (*Fisher* Dkt. #30.) The New  
16 York court ordered Fletcher to respond to the motion by January 9. (*Fletcher* Dkt. #31.) The  
17 opposition to the motion in the Massachusetts *Fisher* case is due January 10.

18 39. After GSSLP learned of the proposed 49-State Settlement, it retained co-counsel in  
19 Missouri to assist with possible intervention and objections to the settlement and GSSLP agreed to  
20 pay its costs out-of-pocket. GSSLP also researched the authority of the federal courts in  
21 Massachusetts, New York and California to stay the Missouri state court action. Finally, GSSLP  
22 communicated with the two JAMS mediators, Robert Meyer and Judge Wayne Andersen. A series  
23 of mediated negotiations followed. Further, during the mediated negotiations, the Parties reached  
24 agreements to settle the California action on behalf of the previously certified California class and  
25 to settle the Massachusetts and New York actions on an individual basis. Defendants conceded in  
26 the Settlement Agreement that the work of Plaintiffs and Class Counsel was the catalyst for the  
27 nationwide injunctive relief and the monetary benefits provided in the 49-State Settlement.

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1           40.     After an agreement in principle was reached, GSLLP took the lead on negotiating  
2 and drafting the Settlement Agreement along with corresponding documents, including claim forms,  
3 summary notice, and long form notice. Further, GSLLP drafted and filed the motion for approval of  
4 the settlement and its supporting documents, including the proposed order on preliminary approval.  
5 GSLLP will appear at the hearing on that motion.

6           41.     Should any objections to the settlement be filed prior to the hearing on final  
7 approval, GSLLP will research and respond to those objections by, if necessary, filing oppositions  
8 to them and/or a reply memorandum in support of the motion for final approval of the settlement.

9 **B.     Evaluation of the Proposed Settlement Agreement**

10           42.     After more than two years of hard-fought litigation, an all-day mediation, and further  
11 settlement negotiations, Plaintiffs, Class Counsel, and KDP entered into a Settlement Agreement<sup>1</sup>  
12 on January 4, 2019 (Dkt. 325.)

13           43.     True and correct copies of the firm resumés of Plaintiffs' Counsel—Gutride Safier  
14 LLP and The Margarian Law Firm—were submitted as part of the class certification briefing the  
15 Court reviewed in certifying a California class. (*See* Dkt. Nos. Dkt. 154-14 and Dkt. 154-15.) A true  
16 and correct copy of the firm resumé of Plaintiffs' Counsel—Durie Tangri LLP—was submitted as  
17 part of the motion to appoint Durie Tangri LLP as additional class counsel for trial. (*See* Dkt. No.  
18 284-2.) As can be seen from these resumés, Class Counsel have substantial experience in the  
19 litigation, certification, and settlement of class action cases. Based on my experience, KDP's  
20 counsel are also highly experienced in this type of litigation. It is thus my considered opinion that  
21 counsel for each side have fully evaluated the strengths, weaknesses, and equities of the parties'  
22 respective positions and believe that the proposed settlement fairly resolves their respective  
23 differences.

24           44.     This Litigation involved sharply opposed positions on several fundamental legal and  
25 factual issues. The parties engaged in extensive, highly adversarial discovery, including numerous

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26  
27 <sup>1</sup> The capitalized terms used herein are defined in and have the same meaning as used in the  
Settlement Agreement unless otherwise stated.

1 fact and expert depositions, document production of over 200,000 pages of documents,  
2 interrogatories, and third-party discovery. The record was thus sufficiently developed that the  
3 parties were fully informed as to the viability of the claims and able to adequately evaluate the  
4 strengths and weaknesses of their respective positions and risks to both sides if the case did not  
5 settle.

6 45. Plaintiffs' Counsel has already spent in excess of 5741.8 hours working on this  
7 litigation, resulting in a lodestar that is greater than the amount Plaintiffs will seek in attorneys'  
8 fees. Class Counsel has additionally incurred over \$407,611.95 in unreimbursed expenses.

9 46. The Settlement in this case is the product of arms-length negotiations between  
10 experienced attorneys who are familiar with class action litigation and with the legal and factual  
11 issues in this Litigation. The parties engaged in an all-day mediation conducted by Robert A. Meyer  
12 of JAMS, an independent, well respected, and experienced mediator. The parties also engaged in  
13 further mediated negotiations conducted by Robert Meyer and the Honorable Wayne R. Andersen  
14 (Ret.) of JAMS. The parties did not negotiate about attorneys' fees or expenses until they had  
15 reached agreement on all other material terms of the Settlement, including the class benefit and  
16 notice.

17 47. Plaintiffs maintain that their claims are meritorious; that they would establish  
18 liability and recover substantial damages if the case proceeded to trial; and that the final judgment  
19 recovered in favor of Plaintiffs and the certified California class would be affirmed on an appeal.  
20 But Plaintiffs' ultimate success would require them to prevail, in whole or in part, at all of these  
21 junctures. Conversely, KDP's success at any one of these junctures could or would have spelled  
22 defeat for Plaintiffs and the California class. Thus, continued litigation posed significant risks and  
23 countless uncertainties, as well as the time, expense and delays associated with trial and appellate  
24 proceedings.

25 48. On the basis of my investigation into this case and experience with and knowledge of  
26 the law and procedure governing the claims of Plaintiffs and the class, it is my belief that it is in the  
27 best interests of the class to enter into this Settlement. Indeed, in light of the risks, uncertainties and  
28

1 delays associated with continued litigation, the Settlement represents a significant achievement by  
2 providing guaranteed benefits to class members in the form of changed practices and direct cash  
3 compensation.

4 49. With this Settlement, Plaintiffs achieved their primary goal in this litigation: a label  
5 change. Indeed, Defendants have agreed to the exact change that Plaintiffs proposed in mediation  
6 more than a year ago.

7 50. Plaintiffs also obtained cash refunds for class members far in excess of the likely  
8 recovery at trial. Even if Plaintiffs obtain a 100% refund of the price “premium” charged by KDP  
9 for each Product, that amount was only \$0.09 per Product according to Plaintiffs’ experts. The  
10 \$0.40 per product recovery accordingly exceeds the “premium” attributable to the “Made from Real  
11 Ginger” representation.

12 51. KDP has further agreed to pay up to 1 million Valid Claims (each of which could be  
13 for up to \$5.20 without proof of purchase or \$40 with proof of purchase, meaning there is a  
14 theoretical total of \$5.2 million, or even \$40 million, in payments). Plaintiffs’ expert economist  
15 Colin Weir submitted a declaration in support of class certification opining that the total premium  
16 paid by all purchasers in California during the Class Period was \$10,778,477.16. Even after a  
17 Plaintiffs verdict at trial, class members would need to make claims to get a recovery, as there are  
18 no records to identify them. There is no reason to believe that more than 1 million people would  
19 make claims at trial, as the total class is estimated to be 2.3 million persons. This estimate is based  
20 on information I obtained from the administrator for the class certification notice, that according to  
21 the 2018 GFK/MRI, there were a projected 2,429,000 adults in California that have “drunk” Canada  
22 Dry Ginger Ale during the prior six months. Obviously the number of adults who have “drunk”  
23 Canada Dry is far greater than the number of persons who “purchased” it and thus are in the class.  
24 Although the class period is longer than six months, we know also know that the overwhelming  
25 majority of Canada Dry consumers are repeat purchasers.

26 52. Giving Defendants a right to terminate if there were more than 1 million claims also  
27 was reasonable, because in light of the class size, a higher number could be evidence of fraudulent  
28



1 claims. Claims did not require proof of purchase and could be filed online in less than two minutes,  
2 which also created a risk of fraud. The settlement does not impose a cap on the total dollar amount,  
3 so no person will have their claim value reduced. Instead, if Defendants exercise the termination  
4 right, they have to proceed to trial.

5 53. In addition to paying all reasonably expected valid claims, plus an estimated  
6 \$750,000 for notice and administration, plus over \$2.25 million for attorneys' fees and costs and the  
7 Representative Service Award), KDP will incur costs in removing the "Made From Real Ginger"  
8 phrase from its Canada Dry Labeling. Not only will there be costs of designing a new label and new  
9 advertising, but, if Plaintiffs' theories are correct, the sales price will decrease, or the number of  
10 units sold will decrease, or one or both of those things will, at least, not increase as much as they  
11 would have in the presence of the claim. These changed practices will therefore benefit class  
12 members and other consumers.

13 54. I am confident in the strength of Plaintiffs' case, but I am also pragmatic regarding  
14 the risks in continuing with this Litigation, including the possibility of losing at trial. Trial would be  
15 a battle of the experts, on survey methodologies, economics, flavor science, and nutrition. There  
16 was no guarantee that a jury would believe that the "Made from Real Ginger" representation  
17 implied health benefits or connoted ginger root instead of ginger extract. Even if they believed the  
18 representation was likely to mislead reasonable persons, there is no guarantee they would believe  
19 the named Plaintiffs' testimony about their reliance on the label, or that they would believe the level  
20 of deception justified a lawsuit.

21 55. Each of these risks, by itself, could have impeded Plaintiffs' and the Settlement  
22 Class' successful prosecution of their claims at trial and in an eventual appeal. There was a  
23 substantial risk that class members would recover only nominal damages, or nothing at all.

24 56. Moreover, even if Plaintiffs prevailed at trial, any recovery could be delayed by an  
25 appeal. Thus, even in the best case, it could take years to get relief for class members. The  
26 Settlement provides substantial relief to the certified class without further delay.

27 57. Under the circumstances, Plaintiffs and Class Counsel appropriately determined that  
28

1 the Settlement outweighs the gamble of continued litigation. While I firmly believe in the merits of  
2 this litigation and that Plaintiffs would ultimately win at trial, I also believe that recovery is far from  
3 guaranteed and that the benefits of settlement in this case outweigh the risks and uncertainties of  
4 continued litigation, as well as the attendant time and expenses associated with possible  
5 interlocutory appellate review, pretrial motion practice, trial, and final appellate review.

6 58. On balance, given the risks associated with this litigation, I believe that the recovery  
7 offered in this Settlement is excellent.

8 59. Plaintiffs Fitzhenry-Russell and Gegham Margaryan are requesting a Representative  
9 Service Award of \$5,000 each. Plaintiffs took on substantial risk, most importantly the risk of  
10 publicity and notoriety. For example, there were online postings criticizing Plaintiffs for their role  
11 in this suit. Plaintiffs also worked with counsel throughout the two-year litigation. Plaintiffs  
12 responded to discovery requests, including interrogatories and requests for production, searched  
13 their personal records for responsive documents, attended their depositions, and preparing their  
14 testimony for trial. Mr. Margaryan attended a second half day deposition. Plaintiffs also remained  
15 actively involved in the litigation prior to and after settlement. Plaintiffs are also entering into a  
16 broader release than the other class members.

17 60. Plaintiffs have been actively involved in the litigation prior to and after this  
18 Settlement. In my opinion, Plaintiffs' participation in this litigation have been exemplary.

19 61. The proposed settlement administrator is Heffler Claims Group. Defendants are  
20 bearing the costs of claims administration and they selected the administrator without input from  
21 Plaintiffs. Nevertheless, I am aware of Heffler Claims Group as it has administered three other  
22 settlements involving my firm: the completed Salov olive oil case (before Judge Gonzales Rogers),  
23 the pending Procter & Gamble flushable wipes case (pending before Judge Seeborg), and the  
24 completed Nehemiah Manufacturing flushable wipes case (in San Francisco Superior Court before  
25 Judge Wiss). I have spoken to the principals at Heffler Claims Group who will be responsible for  
26 administering this settlement, Jim Prutsman (for claims administration) and Jeanne Finnegan (for  
27 notice) about the plan to provide notice and to ensure a robust claims rate. Based on my  
28

1 conversation and on my experience, I believe that Heffler will adequately and professionally  
2 discharge its duties as settlement administrator.

3 62. Pursuant to N.D. Cal. Procedural Guidance for Class Action Settlements (“N.D. Cal.  
4 Guide”) ¶1(g), Class Counsel estimate, based on their experiences with recent settlements in other  
5 food labeling cases and the input of the claims administrator, there will be 100,000 claims. The  
6 information requested by N.D. Guide ¶11 regarding past comparable class settlements obtained by  
7 GSSLP is provided in the chart attached hereto as Exhibit 2.

8 **C. The Risks Borne by GSSLP**

9 63. In accepting this case, Class Counsel bore considerable risk. Class Counsel took this  
10 case on a fully contingent basis, meaning that we were not paid for any of our time, and that we  
11 paid all costs and out of pocket expenses without any reimbursement to date. From the outset,  
12 GSSLP recognized that it would be contributing a substantial amount of time and advancing  
13 significant costs in prosecuting a class action, with no guarantee of compensation or recovery, in the  
14 hopes of prevailing against a well-funded defense. During the course of the litigation, GSSLP  
15 turned away other cases due to its involvement with this matter. Among these were cases that were  
16 subsequently filed by other firms.

17 64. Because KDP was represented by a large, highly-skilled and well-resourced  
18 litigation firm, there was increased risk that Plaintiffs would receive a verdict for the Defense after a  
19 prolonged trial.

20 **D. Lodestar and Expenses for GSSLP and Plaintiffs’ Counsel**

21 65. A true and correct copy of the firm resume of GSSLP was submitted as part of the  
22 class certification briefing the Court reviewed in certifying a California class. (Dkt. 154-14.)

23 66. Throughout the duration of this litigation, GSSLP has maintained contemporaneous  
24 billing records for this case. Based on GSSLP’s time records, GSSLP has spent approximately  
25 5091.6 hours prosecuting this litigation through December 31, 2018. The total number of hours, as  
26 well as the lodestar computed at our 2018 rates, is shown in the following table:

| <b>Timekeeper</b> | <b>Hours</b> | <b>GSLLP<br/>Rate</b> | <b>Total</b>          |
|-------------------|--------------|-----------------------|-----------------------|
| Adam J. Gutride   | 987.2        | \$975                 | \$962,520.00          |
| Seth A. Safier    | 506.5        | \$950                 | \$481,175.00          |
| Marie McCrary     | 1128.6       | \$850                 | \$959,310.00          |
| Todd Kennedy      | 21.2         | \$850                 | \$18,020.00           |
| Kristen Simplicio | 130.0        | \$800                 | \$104,000.00          |
| Anthony Patek     | 10.5         | \$800                 | \$8,400.00            |
| Kate Manka        | 41.8         | \$800                 | \$33,440.00           |
| Matt McCrary      | 1392.1       | \$775                 | \$1,078,877.50        |
| Rajiv Thairani    | 404.5        | \$550                 | \$222,475.00          |
| Jessica Kagansky  | 106.3        | \$500                 | \$53,150.00           |
| Ashley Garcia     | 364.3        | \$260                 | \$94,718.00           |
| Jennifer Gardner  | 19.8         | \$250                 | \$4,950.00            |
| <b>TOTAL</b>      | 5091.6       |                       | <b>\$4,003,015.50</b> |

67. The hourly rates shown for the attorneys and paralegals at GSLLP are the same as the regular rates charged in 2018 for their services in other litigation.

68. On August 29, 2018, Judge Richard Seeborg in *Koller et al. v. Med Foods, Inc., et al.*, Case No. 3:14-CV-2400-RS approved GSLLP's regular 2018 billing rates of \$975 for me, \$950 for Seth Safier, \$800 for Kristen Simplicio, \$850 for Marie McCrary, \$775 for Matt McCrary, \$850 for Todd Kennedy, and \$200 for Ashley Garcia. On March 16, 2018, Judge Winifred Smith of the Alameda County Superior Court approved GSLLP's regular 2017 billing rates of \$950 for me, \$925 for Seth Safier, \$775 for Kristen Simplicio, \$750 for Marie McCrary, and \$725 for Matt McCrary, in a similar food labeling matter in *Kumar v. Safeway, Inc.*, Case No. RG 14726707. These 2017 rates were also approved on July 7, 2017 by Judge Gonzales Rogers in *Kumar v. Salov North America Corp.*, Case No. 14-cv-2411 (N.D.Cal.). On December 5, 2017, Judge Claudia Wilken approved GSLLP's 2017 rates in *Rainbow Business Solutions v. MBF Leasing*, Case No. 10-cv-

1 1993 (N.D.Cal.). On February 24, 2016, Judge Peter Kirwan of the Santa Clara County Superior  
2 Court approved rates GSSLP's 2015 rates of \$825 for me and \$800 for Seth Safier in *Mackinnon v.*  
3 *IMVU, Inc.*, Case No. 111 CV 193767.

4 69. I am a 1994 graduate from Yale Law School. Seth Safier is a 1998 graduate from  
5 Harvard Law School. Ms. Simplicio is 2007 graduate of the American University, Washington  
6 College of Law. Ms. McCrary is a 2008 graduate of New York University Law School. Mr.  
7 McCrary is a 2009 graduate of University of Texas Law School. Mr. Thairani is a 2013 graduate of  
8 Duke University School of Law. Ms. Kagansky is a 2016 graduate of Northwestern University  
9 School of Law. Mr. Kennedy is a 2003 graduate of Yale Law School. Mr. Patek is a 2003 graduate  
10 of the UC Berkeley Boalt School of Law.

11 70. I and Mr. Safier were previously attorneys at the law firm of Orrick Herrington &  
12 Sutcliffe. It is my understanding that attorneys at that firms in the litigation departments, with the  
13 same number of years of experience as myself and Mr. Safier are currently billing at hourly rates in  
14 excess of \$1000 for law school graduates from 1994 and 1998. Similarly, the billing rates of Mr.  
15 McCrary, Ms. McCrary, Mr. Patek and Mr. Kennedy would all be higher had they remained at their  
16 prior firms, which include Quinn Emanuel, Cooley, and Baker & Mckenzie. I also believe the rates  
17 paid by KDP to its firm in this case meets or exceeds the rates requested for GSSLP. I believe that  
18 my firm's hourly rates are below market for attorneys with similar backgrounds and experience.

19 71. The *Laffey* Matrix is an attorney's fee matrix developed in *Laffey v. Nw. Airlines,*  
20 *Inc.*, 572 F. Supp. 354, 371 (D.D.C. 1983), which provides market rates for attorneys working in the  
21 Washington, D.C., and Baltimore areas. The LSI *Laffey* Matrix, relies on the Legal Services Index  
22 of the Bureau of Labor Statistics, which provides national legal rates adjusted for inflation, rather  
23 than local and generalized cost data. See LSI *Laffey* Matrix, available at  
24 <http://www.laffeymatrix.com/see.html>. Courts in this Circuit have found that hourly rates  
25 determined using the *Laffey* Matrix, "are reasonable and commensurate with those charged by  
26 attorneys with similar experience in the market." *Kumar v. Salov N. Am. Corp.*, No. 14-CV-2411-  
27 YGR, 2017 WL 2902898, at \*7 (N.D. Cal. July 7, 2017). Additionally, the Ninth Circuit has  
28

1 accepted the Laffey Matrix as evidence of reasonable hourly rates charged by Washington, D.C.  
 2 attorneys. *Mancini v. Dan P. Plute, Inc.*, 358 F. App'x 886 (9th Cir. 2009). And a court in this  
 3 District recently awarded Bay Area attorneys Laffey Matrix fees adjusted upwardly by  
 4 approximately nine percent, so, if anything, the Laffey Matrix comes in below the market rate for  
 5 attorneys in this District. *See Brinker v. Normandin's*, No. 14CV03007EJDHRL, 2017 WL 713554  
 6 (N.D. Cal. Feb. 23, 2017) (citing *Theme Promotions, Inc. v. News America Marketing FSI, Inc.*, 731  
 7 F. Supp. 2d 937, (N.D. Cal. 2010); see also *In re HPL Technologies, Inc. Securities Litigation*, 366  
 8 F. Supp. 2d 912 (ND Cal 2005). Utilizing the *Laffey* Matrix, GSLLP's lodestar computed using the  
 9 matrix's 2018-2019 rates, is shown in the following table:

| Timekeeper        | Hours  | 2018-2019<br>Laffey Rate | Laffey Rate with<br>8.6% Bay Area<br>Multiplier | Total        |
|-------------------|--------|--------------------------|---|--------------|
| Adam J. Gutride   | 987.2  | \$894                    | \$970.88  | \$958,456.68 |
| Seth A. Safier    | 506.5  | \$894                    | \$970.88  | \$491,750.72 |
| Marie McCrary     | 1128.6 | \$742                    | \$805.81  | \$909,439.42 |
| Todd Kennedy      | 21.2   | \$742                    | \$805.81  | \$17,083.21  |
| Kristen Simplicio | 130    | \$742                    | \$805.81  | \$104,755.56 |
| Anthony Patek     | 10.5   | \$742                    | \$805.81  | \$8,461.03   |
| Kate Manka        | 41.8   | \$894                    | \$970.88  | \$40,582.78  |
| Matt McCrary      | 1392.1 | \$658                    | \$714.59  | \$994,777.95 |
| Rajiv Thairani    | 404.5  | \$455                    | \$494.13  | \$199,875.59 |
| Jessica Kagansky  | 106.3  | \$371                    | \$402.91  | \$42,828.91  |

|                  |               |       |          |                       |
|------------------|---------------|-------|----------|-----------------------|
| Ashley Garcia    | 364.3         | \$202 | \$219.37 | \$79,917.22           |
| Jennifer Gardner | 19.8          | \$202 | \$219.37 | \$4,343.53            |
| <b>TOTAL</b>     | <b>5091.6</b> |       |          | <b>\$3,852,272.60</b> |

72. Based on the facts above and those set forth in the declarations of Hovanes Margaryan, Daralyn Durie, and Michael J. DeBenedictis filed herewith, the total lodestar incurred by Plaintiffs' Counsel is as follows:

| <b>Firm</b>                     | <b>Hours</b>  | <b>Lodestar</b>       | <b>Lodestar Using<br/><i>Laffey Matrix</i></b> |
|---------------------------------|---------------|-----------------------|--|
| GSLLP                           | 5091.6        | \$4,003,015.50        | \$3,852,272.60                                 |
| The Margaryan Law Firm          | 198.0         | \$114,370.00          | \$128,950.10                                   |
| Durie Tangri LLP                | 316.1         | \$163,990.50          | \$183,180.25                                   |
| DeBenedictis & DeBenedictis LLP | 136.10        | \$83,022.50           | \$92,751.20                                    |
| <b>TOTAL</b>                    | <b>5741.8</b> | <b>\$4,364,398.50</b> | <b>\$4,257,154.15</b>                          |

73. Expenses are accounted for and billed separately and are not duplicated in my professional billing rate. GSLLP has not received reimbursement for expenses incurred in connection with this litigation. As of January 1, 2019, GSLLP incurred a total of \$398,470.78 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 3. To summarize, the expenses are as follows:

| <b>Expense Category</b>      | <b>Amount</b> |
|------------------------------|---------------|
| Arbitrators/Mediators (E121) | \$ 5,375.00   |



|    |                                       |                      |
|----|---------------------------------------|----------------------|
| 1  | Court Fees (E112)                     | \$ 1,145.00          |
| 2  | Delivery Services & Messengers (E107) | \$ 2,491.50          |
| 3  | Deposition Transcripts (E115)         | \$ 40,941.15         |
| 4  | Experts (E119)                        | \$ 255,235.59        |
| 5  | Litigation Support Vendors (E118)     | \$ 5,088.93          |
| 6  | Local Travel (E109) <sup>2</sup>      | \$ 1,176.36          |
| 7  | Local Counsel (E122)                  | \$ 2,485.00          |
| 8  | Meals (E111)                          | \$ 2,387.58          |
| 9  | Online Research (E106)                | \$ 534.63            |
| 10 | Other (E124) <sup>3</sup>             | \$ 59,017.17         |
| 11 | Out-of-Town Travel (E110)             | \$ 18,054.02         |
| 12 | Outside Printing (E102)               | \$ 4,442.33          |
| 13 | Postage (E108)                        | \$ 16.52             |
| 14 | Subpoena Fees (E113)                  | \$ 80.00             |
| 15 | <b>TOTAL</b>                          | <b>\$ 398,470.78</b> |

16 74. Based on the facts above and those set forth in the declarations of Hovanes  
17 Margaryan, Daralyn Durie, and Michael J. DeBenedictis filed herewith, the total expenses incurred  
18 by Plaintiffs' counsel is as follows:

| <b>Firm</b>                     | <b>Expenses</b>     |
|---------------------------------|---------------------|
| GSLLP                           | \$ 398,470.78       |
| The Margaryan Law Firm          | \$4,780.07          |
| Durie Tangri LLP                | \$ 2,523.54         |
| DeBenedictis & DeBenedictis LLP | \$ 1,837.56         |
| <b>TOTAL</b>                    | <b>\$407,611.95</b> |

23 **E. Class Counsel's Continuing Obligations to Class Members**

24 75. If this Court grants preliminary approval to the Settlement, Class Counsel will

25 \_\_\_\_\_  
26 <sup>2</sup> Includes taxis, and parking, tolls, and mileage for automobiles owned by GSLLP timekeepers.

27 <sup>3</sup> This category includes expenses for the purchases of products to test, mock trial jury research, and  
28 the class certification notice and administration.

1 establish standardized procedures to ensure that all inquiries from Class Members are timely and  
2 accurately handled. Class Counsel will also work with the Settlement Administrator to assure that  
3 settlement website functions properly (i.e., is easy to use and properly designed). Class Counsel will  
4 also work with the Settlement Administrator to assure that notice is disseminated in accordance  
5 with the terms of the Settlement Agreement. Class Counsel will receive weekly updates from the  
6 Settlement Administrator regarding the administration of the settlement. GSLLP will continue in  
7 this capacity should the settlement be finally approved. GSLLP will prepare for and appear at the  
8 fairness hearing. If the settlement is approved and fees awarded, GSLLP also will oppose any  
9 appeals that may be filed. Based on my experience with class actions, I additionally anticipate that  
10 there will be another 50-75 hours of work before this Litigation is entirely complete and an  
11 estimated 175-250 hours if this Court's judgment is appealed.

12 I declare under penalty of perjury under the laws of the state of California that the foregoing  
13 is true of my own personal knowledge.

14 Executed at Berkeley, California, this 4th day of January, 2019.

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

# Exhibit 1

December 29, 2016

**VIA CM/RRR**

Dr. Pepper Snapple Group, Inc.  
Dr. Pepper/Seven Up, Inc.  
c/o CT Corporation System  
818 W 7th Street, #930  
Los Angeles, California 90017

Dr. Pepper Snapple Group, Inc.  
Dr. Pepper/Seven Up, Inc.  
5301 Legacy Drive  
Plano, Texas 75024

**Re: On-Going Violations of the California Consumers Legal Remedies Act**

Dear Sirs:

I write on behalf of my clients, Jackie Fitzhenry-Russell and Robin Dale, and a proposed class of similarly situated persons that they will seek to represent, to advise you that Dr. Pepper Snapple Group, Inc., Dr. Pepper/Seven Up, Inc., and affiliated entities (collectively, "Dr. Pepper") have violated, and continue to violate, California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*; False Advertising Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*; and the Consumers Legal Remedies Act (the "CLRA"), Cal. Civil Code §§ 1750 *et seq.*, in connection with their marketing, advertisement and sale of Canada Dry Ginger Ale (the "Product").<sup>1</sup> I ask that Dr. Pepper remedy these violations within thirty (30) days.

Over the last four years, Ms. Fitzhenry-Russell purchased a number of cases of the Product at the Safeway store in Santa Cruz, California and the Lucky store in Capitola, California, after reading, and in reliance, on the prominent labeling on the front of the bottle, that the product is "Made with Real Ginger." During that same time frame, Ms. Dale purchased a number of bottles of the Product at the Safeway store in Guernville, California, after reading, and in reliance, on the prominent labeling on the front of the bottle, that the product is "Made with Real Ginger."

The "Made with Real Ginger" statement is false and misleading because the Product is

---

<sup>1</sup> Defendants have made this representation on its original ginger ale, as well as assorted flavors of its ginger ale, including Ginger Ale – Made With Real Sugar; Diet Ginger Ale; Blackberry Ginger Ale; Cranberry Ginger Ale; and Diet Cranberry Ginger Ale.



Dr. Pepper Snapple Group, et al.  
December 29, 2016  
Page 2

not made from real ginger root. Instead, Canada Dry Ginger Ale is made from carbonated water, high fructose corn syrup, citric acid, preservatives, and a chemical flavor compound that is manufactured to mimic the taste of ginger, but provides none of the health benefits of real ginger root. This representation that the Product is "Made with Real Ginger" leads consumers to reasonably believe that the Product soft is made from, and contains, real ginger root, and that consumers who drink the soft drink will receive the health benefits associated with consuming real ginger root.

Dr. Pepper's activities accordingly violate the following provisions of California Civil Code section 1770(a) as follows:

- In violation of California Civil Code §1770(a)(2), Defendants' acts and practices constitute improper representations regarding the source, sponsorship, approval, or certification of the goods they sold.
- In violation of California Civil Code §1770(a)(5), Defendants' acts and practices constitute improper representations that the goods they sell have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities, which they do not have.
- In violation of California Civil Code §1770(a)(7), Defendants' acts and practices constitute improper representations that the goods they sell are of a particular standard, quality, or grade, when they are of another.
- In violation of California Civil Code §1770(a)(8), Defendants have disparaged the goods, services, or business of another by false or misleading representation of fact.
- In violation of California Civil Code §1770(a)(9), Defendants have advertised goods or services with intent not to sell them as advertised.
- In violation of California Civil Code §1770(a)(8), Defendants falsely or deceptively market and advertise that, unlike other soft drink manufacturers, it sells ginger ales that are made from "REAL GINGER."

Ms. Fitzhenry-Russell and Ms. Dale have filed a class action complaint seeking injunctive relief under the CLRA. Be advised that they will amend their complaint to seek monetary relief under the CLRA unless, within thirty (30) days, Dr. Pepper does the following:

- Identifies (or makes reasonable efforts to identify) all consumers similarly situated—i.e., all customers who purchased the Product since December 23, 2016;
- Notifies all consumers so identified that upon their request, Dr. Pepper will provide them a full cash refund for the amount that they were charged for the Product;
- Gives any such requested remedy to the consumers in a reasonable amount of time; and

Dr. Pepper Snapple Group, et al.  
December 29, 2016  
Page 3

- Immediately ceases from engaging, or if immediate cessation is impossible or unreasonably expensive under the circumstances, then ceases from engaging within a reasonable time, in the above-complained of methods, act, or practices.

If Dr. Pepper fails to comply with this request within thirty (30) days, then each Defendant may be liable for the following monetary amounts under the CLRA:

- Actual damages suffered;
- Punitive damages;
- Costs and attorneys' fees related to suit; and
- Penalties of up to \$5,000.00 for each incident where senior citizens have suffered substantial physical, emotional or economic damage resulting from Dr. Pepper's conduct.

I hope that Dr. Pepper will choose to correct these unlawful practices promptly. A failure to act within thirty (30) days will be considered to be a denial of this claim and my clients will act accordingly.

Please call me at (415) 336-6545 to further discuss this matter.

Sincerely yours,



Seth Safier, Esq.



**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, on the front if space permits.

Article Addressed to:  
Pepper Snapple Group, Inc.  
Pepper / Seven Up, Inc.  
101 Legacy Drive  
Irvine, TX 75024

7016 0750 0000 8550 8789

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *[Signature]*  Agent  Addressee

B. Received by (Printed Name)  
C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Return Receipt for Merchandise  
 Collect on Delivery  Signature Confirmation™  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail  Mail Restricted Delivery

Domestic Return Receipt

7016 0750 0000 8550 8796

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
12/29/2016

12/29/2016

Postage \$40.47

Total Postage and Fees \$50.47

Extra Services & Fees (check box, add fee \$1.00/line)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Certified Mail Fee \$3.30

Postage \$40.47

Total Postage and Fees \$50.47

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Dr. Pepper Snapple Group / Dr. Pepper 7-UP  
101 Legacy Drive  
Irvine, TX 75024

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Dr. Pepper Snapple Group, Inc.  
Dr. Pepper / Seven Up, Inc.  
101 Legacy Drive  
Irvine, TX 75024

7016 0750 0000 8550 8796

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *[Signature]*  Agent  Addressee

B. Received by (Printed Name)  
C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Return Receipt for Merchandise  
 Collect on Delivery  Signature Confirmation™  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail (over \$500)  Mail Restricted Delivery

Domestic Return Receipt

7016 0750 0000 8550 8789

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
12/29/2016

12/29/2016

Postage \$40.47

Total Postage and Fees \$50.47

Extra Services & Fees (check box, add fee \$1.00/line)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Certified Mail Fee \$3.30

Postage \$40.47

Total Postage and Fees \$50.47

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Dr. Pepper Snapple Group Inc. Dr. Pepper 7-UP  
101 Legacy Drive  
Irvine, TX 75024



# Exhibit 2

### 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 &amp; Gamble Company, et al</i>   | <i>Miller v. Ghirardelli Chocolate Company</i>   |
|------------------------|--|--|---|---|--|
| <b>CASE BACKGROUND</b> |  |  |   |   |  |
| 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 |
| <b>NOTICE</b>          |  |  |   |   |  |
| Print Notice           | San Francisco  | East County Times  | People Magazine,  | Press release through   | People Magazine,   |

|                  |  |  |  |   |  |
|------------------|--|--|--|---|--|
| <b>Case Name</b> | <b><i>Koller v. Deoleo USA, Inc.</i></b>                       | <b><i>Kumar v. Safeway, Inc.</i></b>   | <b><i>Kumar v. Salov North America Corporation</i></b>     | <b><i>Machlan v. Procter &amp; Gamble Company, et al</i></b>                          | <b><i>Miller v. Ghirardelli Chocolate Company</i></b>  |
|                  | 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   |
| <b>CLAIMS</b>    |  |  |  |   |  |
| 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 &amp; 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 <sup>1</sup> | 20,174,359   | Unknown   | 1,886,667                                       | Unknown   | Unknown  |

<sup>1</sup> 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 &amp; Gamble Company, et al</i> | <i>Miller v. Ghirardelli Chocolate Company</i>  |
|------------------------------------|--|---|---|---|---|
| Household Claims Rate              | .85%*  | Unknown                                     | 2.8%  | Unknown   | Unknown   |
| <b>OTHER RELIEF</b>                |  |   |   |   |   |
| 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 |
| <b>FEES, COSTS, AND INCENTIVES</b> |  |   |   |   |   |
| 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 3

Gutridge Saifer, LLP

## Canada Dry Ginger Ale Expenses

|                                 | CDGA     | Date Paid |                        |  |                 |
|---------------------------------|----------|-----------|------------------------|--|-----------------|
| <b>Arbitrators/Mediators</b>    | 5,375.00 | 7/17/18   | JAMS                   |  | <b>5,375.00</b> |
| <b>Court Fees (E112)</b>        | 1,145.00 | 12/28/16  | CA e-file              |  | 435.00          |
|                                 |          | 4/21/17   | US District Court NDCA | ND Cal Fee for pro hac vice ap   | 310.00          |
|                                 |          | 6/28/18   | Courts/USDC-MA-X-02    | Complaint Filing   | 400.00          |
|                                 |          |           |                        |  | <b>1,145.00</b> |
| <b>Delivery Svcs &amp; Msgs</b> | 2,491.50 | 12/28/16  | Santa Cruz e-file      | K. Simplicio   | 16.66           |
|                                 |          | 1/10/17   | S&R Services           | Svc of Summons & Complaint on Dr. Pepper Snapple Group Chambers Copy Judge           | 65.00           |
|                                 |          | 3/9/17    | S&R Services           | Cousins<br>Matthew McCrary Certificate of Good Standing for Pro Hac Vice application | 50.00           |
|                                 |          | 4/5/17    | USPS                   | Chamber's Copy - Judge   | 23.75           |
|                                 |          | 6/19/17   | S&R Services           | Cousins<br>Marie McCrary- shipping product for testing                               | 45.00           |
|                                 |          | 8/11/17   | UPS Store              | Service on Safeway   | 47.00           |
|                                 |          | 10/3/17   | S&R Services           | Served Givaudan Flavors Corp   | 64.99           |
|                                 |          | 12/16/17  | S&R Services           | Notice of Pendency   | 135.00          |
|                                 |          | 1/22/18   | S&R Services           | Served Inf Resources Inc.  | 50.00           |
|                                 |          | 1/24/18   | S&R Services           | Delivery to Judge Cousins  | 100.00          |
|                                 |          | 3/7/18    | S&R Services           | Resp Re Stmt #2; Chamber's Copy: Jdg Cousins   | 50.00           |
|                                 |          | 3/12/18   | S&R Services           | Document Filing USDC, San Jose   | 50.00           |
|                                 |          | 4/11/18   | Lone Star Legal LLC    | Document Filing USDC, San Jose   | 75.00           |
|                                 |          | 4/13/18   | Lone Star Legal LLC    | Filing   | 103.55          |
|                                 |          | 4/16/18   | Lone Star Legal LLC    | Pltf's Opp to Def Req for Ext on Cert Brief  | 40.00           |
|                                 |          | 4/27/18   | S&R Services           | Chamber Copies Judge Cousins   | 50.00           |
|                                 |          | 4/30/18   | S&R Services           | Admin Mot to Strike; Opp to Evidentiary Hearing                                      | 50.00           |
|                                 |          | 5/25/18   | S&R Services           | Document Filing USDC, San Jose   | 90.00           |
|                                 |          | 6/8/18    | Lone Star Legal LLC    | Document Filing USDC, San Jose   | 115.00          |
|                                 |          | 6/12/18   | Lone Star Legal LLC    | Svc on Givaudan: Subpoena to Testify at a Deposition                                 | 75.00           |
|                                 |          | 6/15/18   | S&R Services           | Svc on Interpublic Group   | 175.00          |
|                                 |          | 6/15/18   | S&R Services           | Svc on The Interpublic Group of Companies  | 185.00          |
|                                 |          | 6/15/18   | S&R Services           | Svc on Dr. Pepper Snapple Group, ltr dtd 6/30/18, Class Action Complaint, POS        | 50.00           |
|                                 |          | 7/6/18    | S&R Services           | Svc on Dr. Pepper/Seven Up, Inc, ltr dtd 6/30/18, Class Action Complaint, P...       | 163.00          |
|                                 |          | 7/6/18    | S&R Services           | Chamber's Copy to Judge N. Cousins   | 108.00          |
|                                 |          | 7/30/18   | S&R Services           | USDC, North  | 70.00           |
|                                 |          | 8/26/18   | S&R Services           | Discovery Letter Brief on Def's Rebuttal Experts                                     | 102.25          |
|                                 |          | 9/10/18   | S&R Services           | File Video's related to Docket 237-31, Exh 32  | 157.30          |
|                                 |          | 9/25/18   | S&R Services           | Document Filing, USDC, San Jose  | 110.00          |
|                                 |          | 9/28/18   | Lone Star Legal LLC    |  | 75.00           |
|                                 |          |           |                        |  | <b>2,491.50</b> |



Gutridge Sailer, LLP

## Canada Dry Ginger Ale Expenses

| Deposition Transcrip | 40,941.15 |          |                             |   |          |
|----------------------|-----------|----------|-----------------------------|---|----------|
|                      |           | 4/19/17  | Leo Mankiewicz              | Proceedings 4/19/17<br>Transcript of 2/14/18 Depo of                        | 165.75   |
|                      |           | 2/14/18  | Veritext Corp               | G. Margaryan  | 834.37   |
|                      |           | 2/15/18  | Veritext Corp               | Transcript of 2/15/18 Depo of<br>R. Dale                                    | 951.10   |
|                      |           | 2/16/18  | Veritext Corp               | Transcript of 2/16/18 Depo of<br>J. Fitzhenry-Russell                       | 885.75   |
|                      |           | 2/21/18  | Dean Markham                | 2/21/18 - Video Depo of C.<br>Caccavale, Cancel Fee                         | 150.00   |
|                      |           | 2/22/18  | Dean Markham                | 2/22/18 - Video Depo of Steve<br>Kramer                                     | 400.00   |
|                      |           | 2/22/18  | Nogara Reporting Service    | 2/22/18 - Deposition of Steve<br>Kramer                                     | 1,484.40 |
|                      |           | 2/23/18  | Dean Markham                | 2/23/18 - Video Depo of Dave<br>Falk  | 350.00   |
|                      |           | 2/23/18  | Nogara Reporting Service    | 2/23/18 - Deposition of David<br>Falk                                       | 1,543.80 |
|                      |           | 3/7/18   | Joan Marie Columbini        | 3/7/18 - Transcript of FTR<br>Proceedings                                   | 22.80    |
|                      |           | 3/8/18   | Nogara Reporting Service    | 3/8/18 - Deposition of Carmen<br>Caccavale                                  | 1,231.00 |
|                      |           | 4/13/18  | Veritext Corp               | 4/13/18 - Deposition of<br>Michael Dennis                                   | 2,196.38 |
|                      |           | 4/19/18  | Veritext Corp               | 4/19/18 - Colin Weir<br>Transcript of 5/1/18 Depo of J.                     | 1,226.47 |
|                      |           | 5/18/18  | Veritext Corp               | E. Hassel   | 424.00   |
|                      |           | 5/21/18  | Baker Botts                 | Margaryan   | 3,666.13 |
|                      |           | 5/29/18  | Continental Court Reporter: | 5/29/18 - Depo of Keith R.<br>Ugone   | 3,600.00 |
|                      |           | 5/30/18  | Neel Ravi                   | 5/30 - 5/31/18 - Videographer,<br>Depo of Krueger & Bufert                  | 570.00   |
|                      |           | 5/30/18  | Nogara Reporting Service    | 5/30/18 - Dana Kruger Depo  | 1,651.65 |
|                      |           | 5/31/18  | Nogara Reporting Service    | 5/31/18 - Rene Befurt, Ph.D.<br>Depo  | 3,257.55 |
|                      |           | 6/13/18  | Echo Reporting, Inc.        | 6/13/18 - Transcript of<br>Proceedings Held before Hon.<br>N. Cousins       | 57.60    |
|                      |           | 8/8/18   | Veritext Corp               | 8/8/18 - Deposition of Dr. Culp   | 1,085.20 |
|                      |           | 8/23/18  | Nogara Reporting Service    | 8/23/18 - Leslie Norris   | 1,531.05 |
|                      |           | 8/29/18  | Nogara Reporting Service    | 8/29/18 - Itamar Simonson   | 1,576.95 |
|                      |           | 10/11/18 | Nogara Reporting Service    | 10/11/18 - Rene Befurt, Ph.D.,<br>Vol 2                                     | 880.65   |
|                      |           | 10/11/18 | Nogara Reporting Service    | 10/11/18 - Kevin Hamilton and<br>Melissa Abbott                             | 1,537.70 |
|                      |           | 10/12/18 | Nogara Reporting Service    | 10/12/18 - Dorlisa Bacote<br>Videographer, Keith Ugone,                     | 1,418.40 |
|                      |           | 10/14/18 | Patrick Leal                | Deposit   | 100.00   |
|                      |           | 10/15/18 | Nogara Reporting Service    | 10/15/18 - Keith Ugone, Ph.D.,<br>Vol. 2                                    | 1,079.95 |
|                      |           | 10/18/18 | Photography by Neel         | Canada Dry  | 412.50   |
|                      |           | 11/2/18  | Continental Court Reporter: | 11/2/18 - Exhibits for Depo of<br>Keith R. Ugone                            | 286.15   |
|                      |           | 11/8/18  | Veritext Corp               | Digitizing & Transcript Synch<br>of 2/15/18 Depo of R. Dale                 | 485.00   |
|                      |           | 11/8/18  | Veritext Corp               | Digitizing & Transcript Synch<br>of 2/16/18 Depo of J.<br>Fitzhenry-Russell | 370.00   |
|                      |           | 11/8/18  | Veritext Corp               | Digitizing & Transcript Synch<br>of 5/1/18 Depo of J. E. Hassel             | 197.50   |
|                      |           | 11/8/18  | Veritext Corp               | Digitizing & Transcript Synch<br>of 8/24/18 Depo of M. Hastak               | 830.00   |

Gutridge Sailer, LLP

**Canada Dry Ginger Ale Expenses**

|          |                      |  |  |                  |
|----------|----------------------|--|--|------------------|
|          |                      |  | Digitizing & Transcript Synch<br>of 8/2/18 Depo of A.<br>Hottenstein | 600.00           |
| 11/8/18  | Veritext Corp        |  | Digitizing & Transcript Synch<br>of 2/14/18 Depo of<br>G.Margaryan   | 485.00           |
| 11/8/18  | Veritext Corp        |  | Digitizing & Transcript Synch<br>of 4/19/18 Depo of C. Weir          | 485.00           |
| 11/13/18 | Veritext Corp        |  | Digitizing & Transcript Synch<br>of 8/8/18 Depo of R. Culp           | 740.00           |
| 1/3/19   | Joan Columbini       |  | Transcript of FTR<br>Proceedings, 12/5/18                            | 87.15            |
|          | Esquire              |  | 5/30/18 - Cancellation fee for<br>Dana Krueger                       | 242.00           |
|          | Atkinson-Baker, Inc. |  | Synched video files of 3/29/18<br>depo of G. Margaryan               | 146.25           |
|          | Veritext             |  | Inv #3461171, Depo of Manoj<br>Hastek                                | 1,595.95         |
|          | Patrick Leal         |  | Videographer, Keith Ugone,<br>Final Payment                          | 100.00           |
|          |                      |  |  | <b>40,941.15</b> |

**Experts (E119)**

255,235.59

|          |                               |                                 |  |                   |
|----------|-------------------------------|---------------------------------|--|-------------------|
| 1/8/18   | Economics and Technology Inc. |                                 |  | 337.50            |
| 2/2/18   | Economics and Technology Inc. |                                 |  | 759.38            |
| 3/6/18   | Economics and Technology Inc. |                                 |  | 615.63            |
| 3/6/18   | JMDSTAT Consulting            |                                 |  | 17,300.00         |
| 3/26/18  | Information Resources, Inc.   |                                 |  | 3,933.00          |
| 4/9/18   | Economics and Technology Inc. |                                 |  | 2,109.37          |
| 4/11/18  | JMDSTAT Consulting            |                                 |  | 66,775.00         |
| 5/1/18   | Economics and Technology Inc. |                                 |  | 20,925.00         |
| 5/29/18  | JMDSTAT Consulting            | 4/13/18 - Canada Dry Depositio  |  | 3,245.00          |
| 5/29/18  | JMDSTAT Consulting            |                                 |  | 4,200.00          |
| 6/5/18   | Economics and Technology Inc. |                                 |  | 16,875.00         |
| 6/21/18  | Manoj Hastak, PhD             |                                 |  | 5,000.00          |
| 6/27/18  | JMDSTAT Consulting            |                                 |  | 7,800.00          |
| 7/10/18  | Economics and Technology Inc. | June, Repry declaration, review |  | 12,750.00         |
| 7/20/18  | Rubin Anders Scientific, Inc  | Randy Culp                      |  | 4,200.00          |
| 7/31/18  | Manoj Hastak, PhD             |                                 |  | 12,000.00         |
| 8/2/18   | JMDSTAT Consulting            |                                 |  | 5,200.00          |
| 8/3/18   | Annette Hottenstein           |                                 |  | 12,698.54         |
| 8/28/18  | Annette Hottenstein           |                                 |  | 1,100.00          |
| 9/12/18  | Manoj Hastak, PhD             |                                 |  | 19,099.67         |
| 10/2/18  | Economics and Technology Inc. |                                 |  | 1,012.50          |
| 10/11/18 | Annette Hottenstein           |                                 |  | 400.00            |
| 10/11/18 | Manoj Hastak, PhD             |                                 |  | 1,750.00          |
| 10/24/18 | Rubin Anders Scientific, Inc. |                                 |  | 9,800.00          |
| 11/2/18  | Economics and Technology Inc. |                                 |  | 10,462.50         |
| 11/29/18 | JMDSTAT Consulting            |                                 |  | 3,000.00          |
| 11/30/18 | Manoj Hastak, PhD             |                                 |  | 4,750.00          |
| 12/6/18  | Economics and Technology Inc. |                                 |  | 6,437.50          |
| 12/11/18 | Inc.                          | Randy Culp, Review of Analytic  |  | 700.00            |
|          |                               |                                 |  | <b>255,235.59</b> |

**Litigation Sup Vendo**

5,088.93

|          |          |  |  |          |
|----------|----------|--|--|----------|
| 12/12/17 | CS Disco |  |  | 300.00   |
| 2/2/18   | CS Disco |  |  | 753.22   |
| 4/4/18   | CS Disco |  |  | 140.81   |
| 4/9/18   | CS Disco |  |  | 150.42   |
| 6/2/18   | CS Disco |  |  | 751.65   |
| 7/2/18   | CS Disco |  |  | 199.17   |
| 8/2/18   | CS Disco |  |  | 210.97   |
| 9/2/18   | CS Disco |  |  | 1,037.78 |
| 10/2/18  | CS Disco |  |  | 331.40   |
| 11/2/18  | CS Disco |  |  | 304.86   |

## Gutride Safier, LLP

## Canada Dry Ginger Ale Expenses

|                             |          |                          |                              |                 |
|-----------------------------|----------|--------------------------|------------------------------|-----------------|
|                             | 12/2/18  | CS Disco                 |                              | 908.65          |
|                             |          |                          |                              | <b>5,088.93</b> |
| <b>Local Counsel (E122)</b> | 2,485.00 |                          |                              |                 |
|                             | 5/21/18  | Smith Lawrence           |                              | 485.00          |
|                             | 1/3/18   | Carey Danis Lowe         |                              | 2,000.00        |
|                             |          |                          |                              | <b>2,485.00</b> |
| <b>Local Travel (E109)</b>  | 1,176.36 |                          |                              |                 |
|                             | 12/31/16 | A. Gutride               | 2016 Mileage                 | 10.80           |
|                             | 4/19/17  | Block Parking Lot        | S. Safier                    | 10.00           |
|                             | 4/19/17  | S. Safier                | 110 miles                    | 58.85           |
|                             | 6/28/17  | Block Parking Lot        | S. Safier                    | 10.00           |
|                             | 9/6/17   | Block Parking Lot        | S. Safier                    | 5.00            |
|                             | 9/6/17   | S. Safier                | 120 miles                    | 64.20           |
|                             | 12/30/17 | A. Gutride               | 2017 Mileage                 | 5.35            |
|                             | 2/13/18  | Uber                     | S. Safier                    | 10.06           |
|                             | 2/13/18  | Uber                     | S. Safier                    | 8.36            |
|                             | 2/14/18  | CCSF MTA Civic Cntr Gara | Gutride - Depo of R. Dale    | 6.50            |
|                             | 2/14/18  | Uber                     | S. Safier                    | 7.54            |
|                             | 2/15/18  | Uber                     | S. Safier                    | 11.12           |
|                             | 2/16/18  | Uber                     | S. Safier                    | 8.18            |
|                             | 2/16/18  | Uber                     | S. Safier                    | 4.65            |
|                             | 2/16/18  | Uber                     | S. Safier                    | 11.40           |
|                             | 2/20/18  | Uber                     | S. Safier                    | 4.32            |
|                             | 2/28/18  | Jackie Russell           | Canada Dry mileage           | 92.84           |
|                             | 3/7/18   | S. Safier                | 120 miles                    | 65.40           |
|                             | 3/7/18   | Uber                     | S. Safier                    | 6.20            |
|                             | 3/8/18   | Uber                     | S. Safier                    | 11.89           |
|                             | 3/8/18   | Uber                     | S. Safier                    | 9.27            |
|                             | 3/14/18  | Uber                     | S. Safier                    | 10.51           |
|                             | 5/31/18  | Robin Dale               | Mileage                      | 65.00           |
|                             | 6/13/18  | Block Parking Lot        | S. Safier                    | 10.00           |
|                             | 6/13/18  | Block Parking Lot        | A. Gutride                   | 15.00           |
|                             | 6/13/18  | S. Safier                | 130 miles                    | 70.85           |
|                             | 8/6/18   | Lyft                     | Simplicio - Culp Depo        | 38.39           |
|                             | 8/7/18   | Lyft                     | Simplicio - Culp Depo        | 20.24           |
|                             | 8/8/18   | AAA Park Hyatt Regency   | Simplicio - Culp Depo        | 40.00           |
|                             | 8/9/18   | Lyft                     | Simplicio - Culp Depo        | 20.24           |
|                             | 8/14/18  | Uber                     | S. Safier                    | 35.78           |
|                             | 8/14/18  | Uber                     | S. Safier                    | 4.00            |
|                             | 8/14/18  | Uber                     | S. Safier                    | 51.77           |
|                             | 8/15/18  | Uber                     | S. Safier                    | 11.27           |
|                             | 8/15/18  | Uber                     | S. Safier                    | 30.07           |
|                             | 8/15/18  | Uber                     | S. Safier                    | 6.06            |
|                             | 8/15/18  | Uber                     | S. Safier                    | 7.04            |
|                             | 8/15/18  | Lyft                     | S. Safier                    | 20.61           |
|                             | 8/16/18  | Lyft                     | Simplicio - Hastek Depo      | 13.77           |
|                             | 8/16/18  | Lyft                     | Simplicio - Hastak Depo      | 13.36           |
|                             | 8/16/18  | Uber                     | S. Safier                    | 37.73           |
|                             | 8/22/18  | Sq *UVC                  | Simplicio - Hastak Depo      | 23.62           |
|                             | 8/22/18  | Lyft                     | Simplicio - Hastak Depo      | 31.87           |
|                             | 8/23/18  | Lyft                     | Simplicio - Hastak Depo      | 11.26           |
|                             | 8/24/18  | Lyft                     | Simplicio - Hastak Depo      | 11.87           |
|                             | 8/24/18  | Lyft                     | Simplicio - Hastak Depo      | 8.98            |
|                             | 8/26/18  | Lyft                     | Simplicio - Hastak Depo      | 26.34           |
|                             | 9/27/18  | Uber                     | S. Safier                    | 20.80           |
|                             | 9/28/18  | Lyft                     | S. Safier                    | 13.00           |
|                             | 10/17/18 | CSJ Smart Meter          | S. Safier                    | 2.00            |
|                             | 10/17/18 | CSJ Smart Meter          | S. Safier                    | 1.25            |
|                             | 10/17/18 | S. Safier                | 50 miles                     | 27.25           |
|                             | 12/5/18  | S. Safier                | 100 miles                    | 54.50           |
|                             |          |                          |                              | <b>1,176.36</b> |
| <b>Meals (E111)</b>         | 2,387.58 |                          |                              |                 |
|                             | 2/13/18  | Hilton Glendale          | Marie McCrary - Margaryan De | 20.43           |

Gutride Safier, LLP

**Canada Dry Ginger Ale Expenses**

|         |                             |                                  |        |
|---------|-----------------------------|----------------------------------|--------|
| 2/13/18 | Dogpatch Bakehouse          | Marie McCrary - Margaryan De     | 8.32   |
| 2/13/18 | Walgreen                    | Marie McCrary - Margaryan De     | 2.59   |
| 2/14/18 | Colibri, San Francisco      | Gutride - meal - Depo of R. Dal  | 48.25  |
| 2/14/18 | La Provence Cafe LAX        | Marie McCrary - Margaryan De     | 5.09   |
| 2/14/18 | LAX Airp Sammys Pizza       | Marie McCrary - Margaryan De     | 25.47  |
| 2/14/18 | Hudson News                 | Marie McCrary - Margaryan De     | 2.99   |
| 2/14/18 | Pineapple Bistro and Bar    | A. Gutride - Depo of R. Dale     | 9.32   |
| 2/15/18 | Specialtys Cafe & Bake      | Gutride - Meal - Depo of R. Dal  | 4.75   |
| 2/15/18 | The Alise, San Francisco    | Gutride, Meal, Depo of R. Dale   | 29.08  |
| 2/15/18 | The Alise, San Francisco    | Gutride, Meal, Depo of R. Dale   | 27.15  |
| 2/15/18 | Hilton Hotels               | Marie McCrary - Margaryan De     | 31.79  |
| 2/16/18 | Taj Campton Place           | S. Safier - J. Fitzhenry-Russell | 156.63 |
| 2/16/18 | Taj Campton Place           | S. Safier - J. Fitzhenry-Russell | 45.07  |
| 2/20/18 | Dunkin Donuts               | Marie McCrary - KDP 30(b)(6) d   | 8.08   |
| 2/20/18 | Westin Denver Int AP Dine   | Marie McCrary - KDP 30(b)(6) d   | 7.56   |
| 2/20/18 | Westin Denver Int AP Dine   | Marie McCrary - KDP 30(b)(6) d   | 14.50  |
| 2/20/18 | Burger King                 | Marie McCrary - KDP 30(b)(6) d   | 9.28   |
| 2/20/18 | Panda - Main Terminal       | Matt McCrary - KDP 30(b)(6) d    | 11.02  |
| 2/20/18 | Denver Airport Enterprise   | Matt McCrary - KDP 30(b)(6) d    | 2.20   |
| 2/21/18 | Carribou Coffee Concourse   | Marie McCrary - KDP 30(b)(6) d   | 10.99  |
| 2/21/18 | Subway                      | Matt McCrary - KDP 30(b)(6) d    | 18.60  |
| 2/21/18 | Subway                      | Matt McCrary - KDP 30(b)(6) d    | 19.19  |
| 2/21/18 | Hudson News                 | Matt McCrary - KDP 30(b)(6) d    | 2.37   |
| 2/22/18 | CVS Pharmacy                | Marie McCrary - KDP 30(b)(6) d   | 9.33   |
| 2/23/18 | Fairmont Gift               | Matt McCrary - KDP 30(b)(6) d    | 7.29   |
| 2/23/18 | Friday's                    | Matt McCrary - KDP 30(b)(6) d    | 52.32  |
| 2/24/18 | Fairmont Hotel Dallas       | Marie McCrary - KDP 30(b)(6) d   | 5.03   |
| 2/24/18 | Fairmont Hotel Dallas       | Marie McCrary - KDP 30(b)(6) d   | 194.88 |
| 3/7/18  | Starbucks                   | Marie McCrary - Caccavale de     | 9.13   |
| 3/7/18  | Panda - Main Terminal       | Marie McCrary - Caccavale de     | 11.88  |
| 3/7/18  | La Madeleine                | Marie McCrary - Caccavale de     | 21.40  |
| 3/7/18  | Starbucks                   | Marie McCrary - Caccavale de     | -3.51  |
| 3/9/18  | Fairmont Hotel Dallas F/B   | Marie McCrary - Caccavale de     | 5.59   |
| 3/9/18  | Caribou Coffee              | Marie McCrary - Caccavale de     | 7.45   |
| 3/9/18  | Fairmont Hotel Dallas F/B   | Marie McCrary - Caccavale de     | 8.69   |
| 4/12/18 | Marlowe                     | Gutride, Depo of Michael Denn    | 25.13  |
| 4/13/18 | Peets Coffee/Tea            | Gutride, Depo of Michael Denn    | 6.55   |
| 4/13/18 | Mixt Greens                 | Gutride, Depo of Michael Denn    | 33.90  |
| 4/18/18 | Boston News Cafe, Boston    | Matt McCrary - Depo of Colin V   | 3.68   |
| 4/18/18 | Express Market              | Matt McCrary - Depo of Colin V   | 5.94   |
| 4/18/18 | Burger King                 | Matt McCrary - Depo of Colin V   | 8.44   |
| 4/19/18 | Columbo Frozen Yogurt, De   | Matt McCrary - Depo of Colin V   | 8.38   |
| 4/19/18 | Walgreen                    | Matt McCrary, Deposition of Cc   | 5.72   |
| 4/19/18 | Kitchens of the Bay Stat Bc | Matt McCrary - Depo of Colin V   | 8.32   |
| 4/30/18 | KFC Pizza Hut Denver        | Matt McCrary - Depo of Givauc    | 9.39   |
| 5/1/18  | Gateside Market, Newark     | Matt McCrary - Depo of Givauc    | 5.31   |
| 5/1/18  | Southwest Airlines          | Matt McCrary - Depo of Givauc    | 8.60   |
| 5/1/18  | KFC Pizza Hut Denver        | Matt McCrary - Depo of Givauc    | 9.39   |
| 5/2/18  | Marriott Hanover Whippany   | Matt McCrary - Depo of Givauc    | 37.74  |
| 5/24/18 | CRU Wine Bar, Dallas        | A. Gutride - Ugone Deposition    | 41.73  |
| 5/24/18 | Chilis Dallas               | A. Gutride - Ugone Deposition    | 12.13  |
| 5/24/18 | Smoke Dallas                | A. Gutride - Ugone Deposition    | 39.56  |
| 5/29/18 | Pour La France              | Marie McCrary - Depos of Krue    | 5.35   |
| 5/29/18 | 89 Broad                    | Marie McCrary - Depos of Krue    | 40.24  |
| 5/29/18 | Sabroso Taqueria            | Marie McCrary - Depos of Krue    | 11.63  |
| 5/29/18 | Dunkin Donuts               | Marie McCrary - Depos of Krue    | 2.84   |
| 5/30/18 | Starbucks                   | Marie McCrary - Depos of Krue    | 10.16  |
| 5/30/18 | Kitchens of the Bay Stat Bc | Marie McCrary - Depos of Krue    | 12.28  |
| 5/30/18 | TST* Kane Donuts            | Marie McCrary - Depos of Krue    | 3.48   |
| 5/30/18 | 89 Broad                    | Marie McCrary - Depos of Krue    | 25.40  |
| 5/31/18 | Stephanie's                 | Marie McCrary - Depos of Krue    | 16.41  |
| 5/31/18 | 89 Broad                    | Marie McCrary - Depos of Krue    | 25.40  |
| 5/31/18 | Starbucks                   | Marie McCrary - Depos of Krue    | 5.62   |
| 5/31/18 | Robin Dale                  | meal reimbursements              | 80.00  |
| 6/1/18  | TST* Fougami                | Marie McCrary - Depos of Krue    | 8.55   |
| 6/26/18 | District Oak, Oakland CA    | Gutride, Meeting regarding cla   | 48.42  |
| 8/1/18  | Einsteins Bagels            | Marie McCrary - Depo of Hotte    | 6.15   |
| 8/1/18  | Royal Sonesta Hrbr Ct       | Marie McCrary - Depo of Hotte    | 42.04  |

Gutride Safier, LLP

**Canada Dry Ginger Ale Expenses**

|          |                            |                                 |                 |
|----------|----------------------------|---------------------------------|-----------------|
| 8/2/18   | Pinkberry BWI              | Marie McCrary - Depo of Hotte   | 5.99            |
| 8/2/18   | Arbys                      | Marie McCrary - Depo of Hotte   | 9.00            |
| 8/2/18   | Sonesta Hotels             | Marie McCrary - Depo of Hotte   | 6.54            |
| 8/2/18   | Starbucks                  | Marie McCrary - Depo of Hotte   | 4.19            |
| 8/2/18   | Kona Grill Baltimore       | Marie McCrary - Depo of Hotte   | 34.68           |
| 8/6/18   | Firewood Cafe Oakland      | K. Semplicio - Culp Depo        | 19.33           |
| 8/6/18   | White Oak Kitchen, Atlanta | K. Semplicio - Culp Depo        | 50.38           |
| 8/6/18   | Hyatt Regency Atlanta      | K. Semplicio - Culp Depo        | 19.06           |
| 8/8/18   | Shellis News Gate A22      | K. Semplicio - Culp Depo        | 7.55            |
| 8/8/18   | Hyatt Regency Atlanta      | K. Semplicio - Culp Depo        | 32.23           |
| 8/8/18   | Hyatt Regency Atlanta      | K. Semplicio - Culp Depo        | 77.84           |
| 8/8/18   | Hyatt Regency Atlanta      | K. Semplicio - Culp Depo        | 54.83           |
| 8/8/18   | Hattie BS Hot Chicken      | K. Semplicio - Culp Depo        | 22.57           |
| 8/14/18  | Einsteins Bagels           | Marie McCrary - Travel to LA fc | 13.44           |
| 8/14/18  | Ben & Jerry's              | Marie McCrary - Travel to LA fc | 5.67            |
| 8/14/18  | Ben & Jerry's              | Marie McCrary - Travel to LA fc | 7.80            |
| 8/14/18  | Plan Check Restaurant, LA  | S. Safier - Mediation           | 132.60          |
| 8/14/18  | KFC Pizza Hut Denver       | Matt McCrary - Mediation Meal   | 9.39            |
| 8/15/18  | Luxe Sunset Blvd Hotel     | Marie McCrary - Travel to LA fc | 3.00            |
| 8/15/18  | Luxe Sunset Blvd Hotel     | Marie McCrary - Travel to LA fc | 58.37           |
| 8/15/18  | Starbucks                  | Marie McCrary - Travel to LA fc | 5.95            |
| 8/15/18  | I Love LA                  | Matt McCrary - Mediation        | 7.61            |
| 8/15/18  | Domino's                   | Matt McCrary - Mediation        | 27.39           |
| 8/15/18  | Trimana                    | Matt McCrary - Mediation        | 6.40            |
| 8/22/18  | Andale Mexican Restaura    | K. Semplicio - Hastak Depo      | 14.34           |
| 8/23/18  | Founding Farmers Washing   | K. Semplicio - Hastak Depo      | 39.00           |
| 8/23/18  | Magnolia Connection, Was   | K. Semplicio - Hastak Depo      | 44.40           |
| 8/24/18  | Pret A Manger, Washington  | K. Semplicio - Hastak Depo      | 11.47           |
| 8/24/18  | Pret A Manger, Washington  | K. Semplicio - Hastak Depo      | 2.70            |
| 8/28/18  | Walgreen                   | Matt McCrary - Simonson Depo    | 19.12           |
| 8/28/18  | Denver Airport Enterprise  | Matt McCrary - Simonson Depo    | 5.11            |
| 8/28/18  | Subway                     | Matt McCrary - Simonson Depo    | 11.25           |
| 8/29/18  | Willow Crk Grl SFO TRM B   | Matt McCrary - Simonson Depo    | 18.47           |
| 10/10/18 | Einsteins Bagels           | Marie McCrary - Befurt Depo     | 12.25           |
| 10/10/18 | Starbucks                  | Marie McCrary - Befurt Depo     | 5.08            |
| 10/10/18 | 255 State Street Provisio  | Marie McCrary - Befurt Depo     | 55.08           |
| 10/11/18 | Starbucks                  | Marie McCrary - Befurt Depo     | 8.61            |
| 10/11/18 | Newslink                   | Marie McCrary - Befurt Depo     | 10.48           |
| 10/11/18 | Currito Burrito            | Marie McCrary - Befurt Depo     | 10.31           |
| 10/23/18 | Einsteins Bagels           | Marie McCrary - MTD Hearing     | 13.32           |
| 10/23/18 | Ice Bar L Ord              | Marie McCrary - MTD Hearing     | 15.64           |
| 10/24/18 | Hyatt Regency Buffalo      | Marie McCrary - MTD Hearing     | 5.06            |
|          |                            |                                 | <b>2,387.58</b> |

**Online Research (E1)** 534.63

|            |                      |               |               |
|------------|----------------------|---------------|---------------|
| 01/16/2017 | Pacer Service Center | S. Safier     | 7.75          |
| 07/11/2017 | Pacer Service Center | Marie McCrary | 72.65         |
| 07/14/2017 | Pacer Service Center | S. Safier     | 32.75         |
| 10/13/2017 | Pacer Service Center | S. Safier     | 10.10         |
| 11/06/2017 | Pacer Service Center | K. Semplicio  | 1.80          |
| 11/07/2017 | Pacer Service Center | Marie McCrary | 7.20          |
| 02/12/2018 | Pacer Service Center | K. Semplicio  | 2.00          |
| 02/26/2018 | Pacer Service Center | Marie McCrary | 6.25          |
| 04/12/2018 | Pacer Service Center | S. Safier     | 31.53         |
| 04/18/2018 | Pacer Service Center | Marie McCrary | 67.50         |
| 07/13/2018 | Pacer Service Center | S. Safier     | 19.10         |
| 07/25/2018 | Pacer Service Center | Marie McCrary | 98.90         |
| 10/16/2018 | Pacer Service Center | S. Safier     | 39.80         |
| 10/16/2018 | Pacer Service Center | Marie McCrary | 135.00        |
| 11/08/2018 | Pacer Service Center | K. Semplicio  | 2.30          |
|            |                      |               | <b>534.63</b> |

**Other (E124)** 59,017.17

|        |                    |   |       |
|--------|--------------------|---|-------|
|        |                    | Matt McCrary - State Bar Fee for ordering certificate of good standing for pro hac vice application |       |
| 4/6/17 | State Bar of Texas |   | 35.00 |
| 8/1/17 | King Soopers       | Product for Testing   | 4.02  |

Gutridge Safier, LLP

**Canada Dry Ginger Ale Expenses**

|          |                            |  |                  |
|----------|----------------------------|--|------------------|
| 8/1/17   | Hays Market, Inc.          | Product for Testing  | 23.73            |
| 8/1/17   | Whole Foods                | Product for Testing  | 5.67             |
| 8/2/17   | Walmart.com                | Product for Testing  | 10.50            |
| 8/2/17   | Walmart.com                | Product for Testing  | 9.49             |
| 8/3/17   | Walmart.com                | Product for Testing  | 11.06            |
| 8/8/17   | Amazon.com                 | Shipping Boxes   | 11.45            |
| 8/10/17  | UPS Store                  | Ship to Dr. Culp   | 24.96            |
| 8/12/17  | Amazon Marketplace Pmts    | Product for Testing  | 13.28            |
| 8/24/17  | Walmart.com                | Reed's Ginger Ale for Testing                                | 17.10            |
| 8/24/17  | Walmart.com                | Vernors Ginger Ale for testing                               | 6.29             |
| 8/24/17  | Walmart.com                | Seagrams Ginger Ale for Testing                              | 11.93            |
| 8/24/17  | Walmart.com                | Schwepps Ginger Ale for Testing                              | 12.36            |
| 8/24/17  | Walmart.com                | Canada Dry Ginger Ale for Testing                            | 16.97            |
| 8/24/17  | Amazon Marketplace Pmts    | Ginger Ale for testing                                       | 8.20             |
| 8/25/17  | Walmart.com                | Reeds Ginger Ale for Testing                                 | 17.10            |
| 2/19/18  | Wal-Mart                   | Matt McCrary - Deposition Supplies                           | 69.12            |
| 2/27/18  | State Bar of Texas         | Matt McCrary - Cert of Good Standing for Pro Hac Application | 25.00            |
| 4/8/18   | Adobe Systems              | Matt McCrary - Program Needed for Class Cert Brief           | 179.88           |
| 4/18/18  | Walgreen                   | Matt McCrary - Supplies, Depo of Colin Weir                  | 10.61            |
| 4/26/18  | www.istock.com             | Matt McCrary - Photo for CD Advertisement                    | 33.00            |
| 5/29/18  | CVS Pharmacy               | Marie McCrary - Office Supplies                              | 22.96            |
| 6/4/18   | Amazon.com                 | Food Flavours book   | 37.80            |
| 10/24/18 | Rite Aid Store             | Marie McCrary - Supplies for MTD Hearing                     | 16.67            |
| 11/29/18 | Bonora Bountree, Inc.      | Mock Trial   | 2,219.00         |
| 12/4/18  | Information Resources, Inc | Dr. Pepper updated point of sale data, Invoice #5301305      | 3,200.00         |
| 12/7/18  | Bonora Bountree, Inc.      | Mock Trial   | 12,700.50        |
| 12/19/18 | Bonora Bountree, Inc.      | Mock Trial   | 4,932.00         |
| 12/12/18 | Garden City Group, LLC     | Class Certification Notice & Ac                              | 35,281.40        |
|          | R. Thairani                | Supplies, Mock Trial   | 50.12            |
|          |                            |  | <b>59,017.17</b> |

**Out-of-Town Travel (E)** 18,054.02

|         |                   |   |        |
|---------|-------------------|---|--------|
| 1/28/18 | United Air        | Marie McCrary - 2/14/18 Margaryan deposition          | 44.30  |
| 1/28/18 | American Airlines | Marie McCrary - 2/14/18 for Margaryan deposition      | 98.30  |
| 1/28/18 | American Airlines | Matt McCrary - flight for KDP 30(b)(6) depositions    | 461.60 |
| 1/28/18 | American Airlines | Marie McCrary - flight for KDP 30(b)(6) depositions   | 461.60 |
| 1/29/18 | Hotels.com        | Marie and Matt McCrary - for KDP 30(b)(6) depositions | 827.46 |
| 1/29/18 | Hotels.com        | Hotel for Margaryan deposition                        | 167.60 |
| 1/29/18 | Hotels.com        | Hotel for Margaryan deposition                        | 56.09  |
| 1/30/18 | Hotwire           | S. Safier - 2/16/18 J. Fitzhenry Russell Depo         | 385.16 |
| 2/7/18  | Hotwire           | S. Safier - 2/16/18 J. Fitzhenry Russell Depo         | 182.25 |
| 2/13/18 | United Air        | Marie McCrary - 2/14/18 Margaryan deposition          | 25.00  |
| 2/13/18 | Uber Technologies | Marie McCrary for Margaryan deposition                | 34.04  |



Gutride Saifer, LLP

**Canada Dry Ginger Ale Expenses**

|         |                          |  |          |
|---------|--------------------------|--|----------|
| 2/13/18 | Uber Technologies        | Marie McCrary for Margaryan deposition             | 50.12    |
| 2/13/18 | Uber Technologies        | Marie McCrary for Margaryan deposition             | 55.18    |
| 2/14/18 | Uber Technologies        | Marie McCrary for Margaryan deposition             | 11.03    |
| 2/15/18 | Mimi's Ride              | Marie McCrary for Margaryan deposition             | 45.00    |
| 2/15/18 | Uber Technologies        | Marie McCrary for Margaryan deposition             | 46.71    |
| 2/16/18 | Taj Campton Place        | S. Saifer - J. Fitzhenry Russell depo              | 422.86   |
| 2/20/18 | American Airlines        | Marie McCrary - KDP 30(b)(6) depositions           | 25.00    |
| 2/20/18 | Mimi's Ride              | Matt McCrary - KDP 30(b)(6) depositions            | 54.00    |
| 2/21/18 | Uber Technologies        | Marie McCrary - KDP 30(b)(6) depositions           | 33.37    |
| 2/21/18 | Westin Hotels            | Matt McCrary - KDP 30(b)(6) depositions            | 496.57   |
| 2/22/18 | Fairmont Hotel Dallas    | Matt McCrary - KDP 30(b)(6) depositions            | 6.39     |
| 2/23/18 | American Airlines        | Matt McCrary - KDP 30(b)(6) depositions            | 25.00    |
| 2/23/18 | American Airlines        | Matt McCrary - KDP 30(b)(6) depositions            | 75.00    |
| 2/23/18 | American Airlines        | Matt McCrary - KDP 30(b)(6) depositions            | 75.00    |
| 2/24/18 | Uber Technologies        | Marie McCrary - KDP 30(b)(6) depositions           | 37.43    |
| 3/1/18  | United Air               | Marie McCrary - C. Caccavale additional deposition | 339.60   |
| 3/9/18  | Mimi's Ride              | Marie McCrary - C. Caccavale deposition            | 90.00    |
| 3/9/18  | Uber Technologies        | Marie McCrary - C. Caccavale deposition            | 27.80    |
| 4/11/18 | United Air               | Matt McCrary - Depo of Colin Weir                  | 357.40   |
| 4/18/18 | Taxi Svc, Long Island NY | Matt McCrary - Depo of Colin Weir                  | 31.38    |
| 4/19/18 | Uber Trip                | Matt McCrary - Depo of Colin Weir                  | 26.34    |
| 4/19/18 | United Air               | Matt McCrary - Depo of Colin Weir                  | 75.00    |
| 4/20/18 | DIA Parking Operations   | Matt McCrary - Depo of Colin Weir                  | 50.00    |
| 4/24/18 | Southwest Airlines       | Matt McCrary- 4/30 to Newark Depo of Givaudan      | 1,127.96 |
| 4/27/18 | Hotels.com               | Matt McCrary - Depo of Givaudan                    | 261.83   |
| 5/1/18  | Uber Trip                | Matt McCrary - Depo of Givaudan                    | 37.86    |
| 5/1/18  | Uber Trip                | Matt McCrary - Depo of Givaudan                    | 33.03    |
| 5/1/18  | DIA Parking Operations   | Matt McCrary, Depo of Givaudan                     | 50.00    |
| 5/21/18 | United Air               | Marie McCrary - Depos of Krueger and Befurt        | 574.40   |
| 5/21/18 | Hotels.com               | Marie McCrary - Depos of Krueger and Befurt        | 758.20   |
| 5/23/18 | Lyft                     | A. Gutride - Ugone Deposition                      | 29.26    |
| 5/23/18 | Lyft                     | A. Gutride - Ugone Deposition                      | 34.40    |
| 5/23/18 | Lyft                     | A. Gutride - Ugone Deposition                      | 7.90     |

Gutride Safier, LLP

## Canada Dry Ginger Ale Expenses

|         |                          |  |        |
|---------|--------------------------|--|--------|
| 5/23/18 | Lyft                     | A. Gutride - Ugone Deposition  | 5.00   |
| 5/24/18 | Hyatt Regency Dallas     | A. Gutride, Ugone Deposition   | 245.73 |
| 5/24/18 | Lyft                     | A. Gutride - Ugone Deposition  | 7.96   |
| 5/24/18 | Lyft                     | A. Gutride - Ugone Deposition  | 13.13  |
| 5/29/18 | Uber Trip                | Marie McCrary - Depos of<br>Krueger & Befurt                           | 20.00  |
| 6/1/18  | Mimi's Ride              | Marie McCrary - Depos of<br>Krueger and Befurt                         | 45.00  |
| 6/1/18  | Matt McCrary             | Mleage for Givaudan depo<br>and Krueger/Befurt depos                   | 124.73 |
| 6/26/18 | SWA Inflight             | A. Gutride, Internet Access,<br>Emails re expert reports               | 8.00   |
| 7/13/18 | SWA Inflight             | A. Gutride, internet access,<br>emails re class notice                 | 8.00   |
| 7/25/18 | Southwest Airlines       | Marie McCrary - Depo of<br>Hottenstein                                 | 531.96 |
| 7/30/18 | Southwest Airlines       | Matt McCrary - LA Mediation  | 259.96 |
| 7/30/18 | Southwest Airlines       | Marie McCrary - LA Mediation   | 259.96 |
| 7/31/18 | Hotels.com               | K. Semplicio - Hotel for Culp<br>Depo                                  | 451.88 |
| 7/31/18 | Hotels.com               | K. Semplicio - Hotel for R. Culp                                       | 237.63 |
| 7/31/18 | Delta Airlines           | K. Semplicio - Culp Depo   | 420.20 |
| 7/31/18 | Southwest Airlines       | K. Semplicio - to ATL for Culp<br>Depo                                 | 528.99 |
| 8/1/18  | Uber                     | Marie McCrary - Depo of<br>Hottenstein                                 | 3.00   |
| 8/1/18  | Uber                     | Marie McCrary - Depo of<br>Hottenstein                                 | 25.94  |
| 8/2/18  | Uber                     | Marie McCrary - Depo of<br>Hottenstein                                 | 35.62  |
| 8/2/18  | Sonesta Hotels           | Marie McCrary - Travel to<br>Balitmore for Hottenstein<br>Depo Defense | 254.34 |
| 8/2/18  | United Air               | S. Safier - SFO to LAX on<br>8/14/18 for mediation                     | 152.40 |
| 8/3/18  | Mimi's Ride              | Marie McCrary - Depo of<br>Hottenstein                                 | 108.00 |
| 8/13/18 | Southwest Airlines       | K. Semplicio - Hastek Depo   | 475.10 |
| 8/15/18 | Luxe Sunset Blvd Hotel   | Marie McCrary - Travel to LA<br>for mediation                          | 286.00 |
| 8/15/18 | Uber                     | Marie McCrary - Travel to LA<br>for mediation                          | 40.48  |
| 8/15/18 | Luxe Sunset Blvd Hotel   | S. Safier - LA Mediation   | 286.00 |
| 8/15/18 | Southwest Airlines       | Matt McCrary - Mediation   | 235.00 |
| 8/15/18 | Southwest Airlines       | Matt McCrary - Mediation   | 235.00 |
| 8/16/18 | Hotels.com               | K. Semplicio - Hotel for Hastak<br>Depo                                | 388.03 |
| 8/16/18 | DIA Parking Operations   | Matt McCrary - Mediation   | 50.00  |
| 8/18/18 | Southwest Airlines       | Matt McCrary - Mediation   | 417.96 |
| 8/18/18 | SWA Earlybird            | Matt McCrary - Simonson<br>Deposition                                  | 15.00  |
| 8/18/18 | SWA Earlybird            | Matt McCrary - Simonson<br>Deposition                                  | 15.00  |
| 8/20/18 | Southwest Airlines       | K. Semplicio - Hastak Depo   | 15.00  |
| 8/20/18 | Southwest Airlines       | K. Semplicio - Hastak Depo   | 15.00  |
| 8/23/18 | Southwest Airlines       | K. Semplicio - Hastak Depo   | 8.00   |
| 8/24/18 | Kimpton Hotel Palomar WA | K. Semplicio - Hotel for Hastak<br>Depo                                | 106.54 |
| 8/24/18 | Hotels.com               | Matt McCrary - Simonson<br>Deposition                                  | 334.34 |
| 8/28/18 | Marie McCrary            | CDGA Mediation - mileage<br>expense                                    | 54.60  |



Gutride Saifer, LLP

**Canada Dry Ginger Ale Expenses**

|          |                         |   |                  |
|----------|-------------------------|---|------------------|
| 8/28/18  | Uber                    | Matt McCrary - Simonson<br>Deposition     | 36.34            |
| 8/30/18  | Uber                    | Matt McCrary - Simonson<br>Deposition     | 35.59            |
| 8/30/18  | DIA Parking Operations  | Matt McCrary - Simonson<br>Deposition     | 50.00            |
| 10/2/18  | Hotels.com              | Marie McCrary - Hotel for<br>Befurt Depo  | 409.00           |
| 10/2/18  | Southwest Airlines      | Marie McCrary - Befurt<br>Deposition      | 588.78           |
| 10/10/18 | Uber                    | Marie McCrary - Befurt<br>Deposition      | 22.63            |
| 10/11/18 | Southwest Airlines      | Marie McCrary - Befurt Depo               | 79.18            |
| 10/11/18 | Uber                    | Marie McCrary - Befurt Depo               | 15.40            |
| 10/12/18 | DIA Parking Operations  | Marie McCrary - Befurt Depo               | 50.00            |
| 10/23/18 | American Airlines       | Marie McCrary - MTD Hearing               | 30.00            |
| 10/24/18 | Hilton Garden Inn       | Marie McCrary - MTD Hearing               | 82.41            |
| 10/24/18 | Uber                    | Marie McCrary - MTD Hearing               | 17.99            |
| 10/24/18 | Buffalo/Niagara Airport | Marie McCrary - MTD Hearing               | 8.21             |
| 10/24/18 | Uber                    | Marie McCrary - MTD Hearing               | 19.04            |
| 10/24/18 | Uber                    | Marie McCrary - MTD Hearing               | 5.13             |
| 11/30/18 | Southwest Airlines      | Marie McCrary - Mock Trial in<br>San Jose | 515.96           |
| 11/30/18 | Southwest Airlines      | Matt McCrary - Mock Trial,<br>San Jose    | 515.96           |
| 10/16/18 | Marie McCrary           | Mileage to Airport for Befurt de          | 54.50            |
| 11/29/18 | Marie McCrary           | Mileage to Airport for Mot to Di          | 54.60            |
| 12/13/18 | United Air              | Annette Hottenstein, to SFO or            | 624.40           |
|          |                         |   | <b>18,054.02</b> |

**Outside Printing (E10)**

4,442.33

|         |                     |  |        |
|---------|---------------------|--|--------|
| 2/19/18 | Fedex Office        | Matt McCrary - Deposition Exh                              | 195.81 |
| 2/21/18 | Fedex Office        | Marie McCrary - documents for                              | 21.52  |
| 2/21/18 | Fedex Office        | Marie McCrary - documents for                              | 71.83  |
| 2/21/18 | Fedex Office        | Marie McCrary - documents for                              | 4.36   |
| 2/21/18 | Fedex Office        | Marie McCrary - documents for                              | 0.41   |
| 2/21/18 | Fedex Office        | Marie McCrary - documents for                              | 3.24   |
| 2/21/18 | Fedex Office        | Matt McCrary - Deposition Exh                              | 82.19  |
| 2/22/18 | uniguest            | Marie McCrary - documents for                              | 35.97  |
| 2/22/18 | Fedex Office        | Marie McCrary - documents for                              | 326.09 |
| 2/23/18 | UPS Store           | Matt McCrary - Deposition Exh                              | 33.52  |
| 2/23/18 | uniguest            | Matt McCrary - Deposition Exh                              | 0.29   |
| 2/23/18 | UPS Store           | Matt McCrary - Deposition Exh                              | 11.70  |
| 4/16/18 | Lone Star Legal LLC | Document Filing USDC, San<br>Jose                          | 662.51 |
| 4/16/18 | Lone Star Legal LLC | Document Filing USDC, San<br>Jose                          | 102.23 |
| 5/23/18 | Fedex Office        | A. Gutride, Copies for Ugone C                             | 34.64  |
| 5/23/18 | Fedex Office        | A. Gutride, Copies for Ugone C                             | 138.14 |
| 5/23/18 | Fedex Office        | A. Gutride, Copies for Ugone C                             | 1.74   |
| 5/23/18 | Fedex Office        | A. Gutride, Copies for Ugone C                             | 35.94  |
| 5/24/18 | Fedex Office        | A. Gutride, Copies for Ugone C                             | 3.24   |
| 5/24/18 | Fedex Office        | A. Gutride, Copies for Ugone C                             | 40.11  |
| 5/24/18 | Fedex Office        | A. Gutride, Copies for Ugone C                             | 26.47  |
| 5/29/18 | Fedex Office        | Marie McCrary - Depo of Krueç                              | 23.48  |
| 5/30/18 | Fedex Office        | Marie McCrary - Depo of Berfu<br>Document Filing USDC, San | 54.84  |
| 6/8/18  | Lone Star Legal LLC | Jose<br>Document Filing USDC, San                          | 92.00  |
| 6/12/18 | Lone Star Legal LLC | Jose   | 36.11  |

Gutridge Saifer, LLP

**Canada Dry Ginger Ale Expenses**

|                            |            |                                    |                                  |                 |
|----------------------------|------------|------------------------------------|----------------------------------|-----------------|
|                            | 8/7/18     | Fedex Office                       | K. Simplicio                     | 30.77           |
|                            | 8/22/18    | Discovery Document Solutions, Inc. |                                  | 857.62          |
|                            | 8/27/18    | Fedex Office                       | Matt McCrary - Exhibits for Sirm | 292.23          |
|                            | 8/28/18    | Fedex Office                       | Matt McCrary - Simonson Depo     | 8.67            |
|                            | 9/28/18    | Lone Star Legal LLC                | Document Filing, USDC, San J     | 406.56          |
|                            | 10/10/18   | Fedex Office                       | Marie McCrary - Befurt Depo      | 34.39           |
|                            |            |                                    | Document Filing USDC, San        |                 |
|                            | 12/10/18   | Lone Star Legal LLC                | Jose                             | 745.50          |
|                            |            |                                    | Reimbursement for Mocht Trial    |                 |
|                            | 12/12/18   | R. Thairani                        | Printing Costs                   | 28.21           |
|                            |            |                                    |                                  | <b>4,442.33</b> |
| <b>Postage (E108)</b>      | 16.52      |                                    |                                  |                 |
|                            | 12/28/16   | USPS                               |                                  | <b>16.52</b>    |
| <b>Subpoena Fees (E11:</b> | 80.00      |                                    |                                  |                 |
|                            | 6/15/18    | S&R Services                       | Inv #16605, Deposition Subpoena  | 40.00           |
|                            | 6/15/18    | S&R Services                       | Inv #16640, Svc on Interpublic   | 40.00           |
|                            |            |                                    |                                  | <b>80.00</b>    |
|                            | <hr/>      |                                    |                                  |                 |
|                            | 398,470.78 |                                    |                                  |                 |