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12 Attorneys for Plaintiff,

13 DAVID MACHLAN

14 SUPERIOR COURT OF CALIFORNIA
15 SAN FRANCISCO

16 DAVID MACHLAN, an individual, on behalf
17 of himself, the general public and those
18 similarly situated,

19 Plaintiff,

20 v.

21 THE PROCTER & GAMBLE COMPANY;
22 NEHEMIAH MANUFACTURING
23 COMPANY LLC,

24 Defendants.

Case No. CGC 14-538168

CLASS ACTION

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

Date: March 29, 2017

Time: 9:30 a.m.

Department: 305

Honorable Judge Mary Wiss

1 I, Adam Gutride, declare and state that:

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

4 2. I am a partner in the law firm of Gutride Safier LLP (“GSLLP” or “Firm”), which
5 has been preliminarily appointed Class Counsel in the above-captioned matter. The information
6 below is stated based on personal knowledge. I am competent to testify to the facts set forth below,
7 and if called as a witness and placed under oath, I would testify to those facts.
8

9 3. I make this Declaration in support of Plaintiff’s Motion for Final Approval of Class
10 Action Settlement and Application for Attorneys’ Fees, Costs and Incentive Award (collectively,
11 the “Motion”).

12 4. In that regard, I discuss, in the following order: (a) the history of this litigation,
13 which includes a summary description of the legal services provided by GSLLP in this litigation to
14 date, including a detailed discussion of the settlement negotiations and settlement; (b) the risks
15 borne by GSLLP; (c) the time, rate, expenses and other data underlying the Motion; and (d)
16 GSLLP’s continuing obligations in this litigation and under the Settlement Agreement.
17

18 **A. History of the Litigation.**

19 **Initial Pleadings, Case Management and Removal**

20 5. On March 21, 2014, Plaintiff David Machlan filed a Complaint against Defendants
21 in the Superior Court of California, County of San Francisco, Case No. CGC-14-538168.
22

23 6. In that Complaint, Machlan alleged, on behalf of himself and those similarly
24 situated, that Defendants falsely and deceptively label wet wipes as “flushable,” even though they
25 are not suitable for flushing. Because the wipes are made of thick, strong fibers, they do not
26 disperse in the toilet (unlike toilet paper), and thus greatly increase the risk of clogs both in
27

1 household plumbing and in municipal water treatment systems. Plaintiff further alleges that the
2 wipes are particularly prone to snag and tangle with each other and with other debris, blocking
3 impellers and backing up sewage. Plaintiff alleged claims for violations of the California Consumer
4 Legal Remedies Act (“CLRA”), false advertising under California Business and Professions Code
5 sections 17500, *et seq.*, unfair business practices under California Business and Professions Code
6 sections 17200, *et seq.*, breach of contract, conversion, and misrepresentation.

7
8 7. Prior to drafting, filing, and serving the complaint, GSSLP spent time
9 communicating with Plaintiff concerning his claims, gathering his documentation and negotiating a
10 retainer agreement. GSSLP also undertook extensive pre-filing investigation, including without
11 limitation, researching, tracking and analyzing Defendants’ marketing, advertising and website
12 materials, and reviewing Defendants’ press releases, public statements and online documents.
13 GSSLP also delved deeply into the regulation, manufacturing, and testing of disposable wipes.
14 Throughout this litigation, GSSLP has continued to monitor, research and review such materials.

15
16 8. GSSLP also drafted and served on Defendants a comprehensive CLRA demand
17 letter.

18 9. On May 1, 2014, Defendants removed the Litigation, pursuant to the Class Action
19 Fairness Act of 2005, 28 U.S.C. 1332(d), *et seq.*, to the United States District Court for the Northern
20 District of California.

21 **Federal Court and Remand**

22 10. In the U.S. District Court, Defendants moved to dismiss Plaintiff’s complaint.
23 GSSLP spent time researching, drafting and filing an opposition to Defendants’ motions to dismiss.
24 GSSLP also prepared for and attended oral argument.

25
26 11. On January 7, 2015, Judge Donato issued an order granting in part and denying part

1 Defendants' motions to dismiss. The Court concluded that Plaintiff had stated a claim for relief
2 under all four causes of action. *See Machlan v. Procter & Gamble Co.* (N.D. Cal. Jan. 7, 2015)
3 2015 WL 106385. However, Judge Donato also held that (i) Plaintiff did not have Article III
4 standing to pursue claims on behalf of purchasers of Charmin Wipes since he himself did not
5 purchase any package; and (ii) because Plaintiff was not likely to be deceived in the future by
6 Defendants' advertising, he did not have Article III standing to seek injunctive relief in federal
7 court. But because injunctive relief was essential to the functioning of the California consumer
8 protection statutes, the District Court severed and remanded Plaintiff's injunctive relief claims back
9 to this Court.
10

11 12. On February 11, 2015, the record in this litigation was returned to this Court.

12 13. The parties then stipulated to additional time for Defendants to respond to the
13 Complaint.
14

15 14. Defendants then applied for approval of complex designation of this case, which
16 GSLLP reviewed but did not oppose.

17 15. On March 30, 2015, Defendant P&G demurred to Plaintiff's complaint. P&G
18 additionally requested judicial notice and moved to seal portions of the record.

19 16. In the interim, the parties negotiated and submitted, the first of many case
20 management statements, the Court granted complex designation and single assignment, and this
21 Firm filed a notice of related case.

22 17. I prepared for and attended case management conference on May 21, 2015. At the
23 CMC, the demurrer, motion to seal and request for judicial notice were taken off calendar.
24

25 18. Defendants then filed and a served an amended demurrer and notice of supplemental
26 authorities.
27

1 accordingly.

2 29. In December of 2015, after this Firm spent time dealing with sealing portions of the
3 first amended complaint, Defendants answered the first amended complaint. This Firm reviewed
4 Defendants' answers.

5 30. On January 6, 2016, Defendant Nehemiah moved to stay this case. P&G later joined
6 the motion. This Firm reviewed Defendants' motion to stay. It then researched, drafted, filed, and
7 served a comprehensive opposition to the motion to stay.
8

9 31. Defendants filed and served a reply memorandum in support of staying this
10 litigation. This Firm reviewed and researched the reply. I then prepared for, and attended, oral
11 argument on the motion to stay, and a case management conference, on February 5, 2016.

12 32. On February 9, 2016, this Court denied Defendants' motion to stay. At that point, the
13 parties initiated settlement discussions.

14 33. This Firm later researched, drafted, filed and served a second amended complaint.
15

16 **Discovery and Discovery-Related Proceedings**

17 34. Following the parties' initial 26(f) conference, GSLLP drafted and served Plaintiff's
18 first set of discovery requests. GSLLP additionally drafted and served 30(b)(6) deposition notices on
19 each Defendant. GSLLP later drafted and served several additional individual deposition notices, as
20 well as new PMK deposition notices after removal to this Court. GSLLP also drafted and served
21 several additional sets of discovery requests on Defendants. Throughout the case, GSLLP spent
22 many hours researching and drafting discovery dispute letters and engaging in numerous meet and
23 confers. The parties were able to reach agreement on all discovery issues with only minimal
24 assistance from the Court during routine CMCs. As a result of these efforts, Plaintiff obtained from
25 Defendants, and GSLLP ultimately reviewed, approximately 250,000 pages of documents and
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1 several gigabytes of data. GSLLP additionally reviewed all of Defendants' responses and objections
2 to dozens of interrogatories and requests for production.

3 35. GSLLP also prepared for, and traveled to Ohio to take the depositions of eight of
4 Defendants' witnesses (including both individual and PMK) over a span of six days.

5 36. GSLLP also prepared and served third party discovery. Following service of the third
6 party subpoenas, GSLLP spent time negotiating with the third parties about document production,
7 declarations, and deposition attendance.

8 37. Defendants also served on Plaintiff a number of discovery requests. GSLLP drafted
9 and served responses to Defendants' discovery requests. GSLLP then worked extensively with the
10 Plaintiff to respond to all of Defendants' written discovery requests.

11 38. Finally, throughout this case, GSLLP has engaged in dozens of meet and confers
12 regarding case management. Those discussions have typically resulted in stipulations or oral
13 agreements.

14
15 **Technical and Market Research**

16 39. To challenge Defendants' claims, GSLLP conducted research on the technical
17 aspects of flushability. GSLLP spent extensive time reviewing and understanding flushability
18 standards, commentary, and guidance issued by INDA, the trade association for flushable wipes
19 manufacturers, as well as by the Federal Trade Commission, wastewater industry, and
20 environmental groups. GSLLP retained an expert on flushability and worked with that expert on
21 preliminary reports. GSLLP also researched and stayed abreast of changes in flushable technology.
22

23 40. GSLLP also conducted research into the flushable wipes market and industry trends.
24 In addition to subpoenaing INDA for information, GSLLP consulted with an expert on consumer
25 pricing, and reviewed labels and marketing materials of competing flushable and non flushable
26

1 wipes as well as toilet paper.

2 **Class Certification**

3 41. GSLLP researched and drafted, but never filed, a comprehensive motion for class
4 certification, including a number of supporting declarations.

5 **Settlement Negotiations and Settlement**

6 42. The Settlement at issue in this Motion was reached following many rounds of arms-
7 length talks stretching over many months.

8 43. Following the denial of Defendants' motion to stay, the Court referred the parties to
9 Judge Karnow for a settlement conference.

10 44. In preparation for the mediation with Judge Karnow, GSLLP researched and drafted
11 a comprehensive mediation statement. GSLLP also prepared a presentation.

12 45. In addition to preparing the mediation brief and presentation, GSLLP spent a
13 significant amount of time strategizing for the mediation session, including researching and
14 reviewing certain class benefit proposals, as well as other recent class action settlements.
15

16 46. The parties agreed to attend another settlement conference with Judge Karnow. In
17 that context, Judge Karnow requested that Plaintiff provide additional information, including
18 informal expert testimony. Prior to the second settlement conference, this Firm spent time putting
19 together that information and preparing a comprehensive updated mediation statement. GSLLP also
20 prepared a new presentation.
21

22 47. Over the months that followed, the parties continued to communicate with each other
23 and with Judge Karnow about settlement in an effort to resolve the case, which they eventually did.

24 48. Only after the Parties had reached agreement on all of the material terms of
25 settlement, including notice and the class benefit, did they discuss attorneys' fees. The final
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1 settlement was the result of serious, informed and non-collusive negotiations.

2 49. Based on this Firm's familiarity with the factual issues in this litigation, its attorneys
3 were able to negotiate an excellent settlement taking into account the costs and risks of continued
4 litigation. It is accordingly my opinion that counsel for both Parties had full knowledge of the
5 strengths and weaknesses of all Parties' claims due to the extensive discovery and motion practice
6 that had preceded the settlement talks.

7 50. After the parties reached agreement in principle, GSSLP spent many hours
8 preparing, negotiating, and editing the settlement agreement and corresponding exhibits, including
9 notices and proposed orders. GSSLP also negotiated, prepared and filed a number of stipulations
10 extending case management conferences.

11 51. GSSLP then researched, prepared and filed a motion for preliminary approval of the
12 class action settlement.

13 52. GSSLP attended two hearings on preliminary approval, and it negotiated and
14 prepared a number of amendments to the settlement agreement in response to this Court's diligent
15 review.
16

17 53. The Court entered an order preliminarily approving this Settlement on December 9,
18 2016.
19

20 54. Following the entry of the order of preliminary approval, GSSLP has spent time
21 working toward final approval of the Settlement. GSSLP's efforts have included, without limitation,
22 reviewing, testing and troubleshooting the Settlement Website and online claim form process, and
23 recommending and supervising changes to it; reviewing changes to the Settlement Notice and
24 proofreading for final publication; and corresponding with and responding to telephone and email
25 inquiries from Class Members, including persons who had questions regarding the settlement and
26

1 class benefits.

2 55. GSLLP has also researched and drafted Plaintiff's motion for final approval and
3 application for an award of attorneys' fees and costs and incentive awards.

4 56. GSLLP will spend additional time drafting the final approval reply papers, a joint
5 status report on opt-outs, and responding to any objections that are filed. GSLLP will also prepare
6 for, and attend, the final approval hearing, and continue working with class members and the claim
7 administrator to facilitate the Settlement.

8
9 57. After engaging in all of the aforementioned tasks, as a partner with GSLLP, I am in a
10 unique position to evaluate this Settlement. Indeed, in advising the Plaintiff whether or not to enter
11 into the Settlement Agreement, I was very cognizant of the risks involved in protracted litigation. I
12 was also cognizant of Defendant Nehemiah's size and financial resources.

13 58. When considering the risks and costs associated with proceeding to trial against the
14 nature of the benefit that was being offered by Defendant Nehemiah, it was clear that the Settlement
15 is in the best interests of the class. Indeed, with this Settlement, Plaintiff has achieved his desired
16 goal in this litigation—i.e., obtaining for class members refunds, reformulation of the product, and
17 changes to Defendant's marketing and advertising practices. Based on my evaluation of the facts
18 and legal issues presented, I believe that the settlement is fair, adequate, and reasonable. Indeed, I
19 believe this is an excellent settlement.
20

21 59. Plaintiff is requesting an incentive award of \$5,000.00, which I believe he should be
22 awarded. To begin with, Plaintiff took on the risk of the possibility of bearing Defendants' costs in a
23 losing effort. Plaintiff has also worked (and continues to work) with counsel to provide a number of
24 declarations and other information throughout the litigation. He conducted lengthy searches of his
25 personal records. He also both responded to interrogatories and requests for production of
26

1 documents. In light of the number of conversations, meetings, emails and requests between my firm
2 and Plaintiff over the past three years, I believe he has spent in excess of 50 hours working on the
3 case. Plaintiff is also releasing additional claims that class members are not. *Compare* settlement
4 agreement section 8.2 to section 8.3. In my opinion, Plaintiff's participation in this litigation has
5 been excellent.

6 **B. The Risks Borne By GSSLP.**

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8 60. In accepting this case, GSSLP also bore considerable risk. GSSLP took this case on
9 a fully contingent basis, meaning that we were not paid for any of our time, and that we paid all
10 costs and out of pocket expenses without any reimbursement to date—i.e., over 3 years. From the
11 outset, GSSLP recognized, among other things, that it would contribute a substantial amount of
12 time and advance a significant amount of costs in prosecuting a nationwide class action, with no
13 guarantee of compensation or recovery, in the hopes of prevailing against a well-funded defense.
14 During the course of the litigation, GSSLP turned away other cases due to its involvement with this
15 matter. Among these were cases that were subsequently filed by other firms.

16
17 61. Because Defendants have been represented by several sizeable litigation firms, there
18 was increased risk that a jury would award a Defense verdict after a prolonged trial.

19 **C. Lodestar and Expenses for GSSLP**

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21 62. Attached to my Declaration In Support of Preliminary Approval is a true and correct
22 copy of the firm resume of GSSLP.

23
24 63. Based on the time records of GSSLP, GSSLP has spent approximately 1174 hours
25 prosecuting this litigation through January 2017. This figure excludes work performed by Plaintiff's
26 counsel in a similar matter pending in federal court, *Pettit v. The Procter & Gamble Company*, Case
27 No. 15-cv-2150 (N.D. Cal.). It also excludes work that has been allocated to the *Pettit* case such as:

1 reviewing the nearly 60,000 pages of documents produced by P&G; preparing and taking the
 2 depositions of six P&G witnesses, as well as reviewing those deposition transcripts; negotiating and
 3 reviewing third party discovery from INDA, the flushable wipe manufacturers' trade association;
 4 researching, and consulting with experts about, flushability standards; and researching, and
 5 consulting with experts on, the flushable wipes market. The allocation of this work to the *Pettit* case
 6 is appropriate because P&G did not accept liability in this case or pay any of the costs of settlement,
 7 Plaintiff's counsel and P&G agreed that the documents it produced and transcripts of its witnesses
 8 could be used in *Pettit* in lieu of re-taking the discovery there, and Plaintiff's expert did only
 9 preliminary testing in this case to assist with settlement, but did more detailed testing and filed a
 10 formal report in support of class certification in the *Pettit* case.
 11

12 64. The total number of hours and the lodestar computed at our 2016 rates, is as shown
 13 in the following table:

| 14 Attorney (Position) | Hours | Rate | Total |
|-------------------------------|--------------|-------------|--------------|
| 15 Adam J. Gutride | 278 | \$925.00 | \$257,150 |
| 16 Seth A. Safier | 162 | \$900.00 | \$145,800 |
| 17 Marie McCrary | 285 | \$700.00 | \$199,500 |
| 18 Kristen Simplicio | 449 | \$725.00 | \$325,525 |
| 19 TOTAL | 1174 | | \$927,975 |

20
 21
 22 65. The hourly rates shown for the attorneys at GSLLP are the same as the regular rates
 23 charged in 2016 for their services in other litigation. GSLLP has increased its rates for 2017, but has
 24 utilized its 2016 rates for purposes of this motion.

25
 26 66. On February 24, 2016, Judge Kirwan approved rates of \$800 per hour for Seth
 27 Safier, \$675 for Kristen Simplicio and \$825 for me in *MacKinnon v. IMVU, Inc.*, Case No.

1 111CV193767. On February 20, 2015, Magistrate Judge Beeler, approved rates of \$725 per hour for
2 Seth Safier and \$750 for me.¹ On February 20, 2014, Judge Ernest Goldsmith of the San Francisco
3 Superior Court approved rates of \$700 per hour for me and \$675 for Seth Safier in *Haven v. Betz &*
4 *Sons, Inc., et al*, Case No. 438719.² On December 11, 2013, Judge Claudia Wilken approved rates
5 of \$700 per hour for me, \$675 for Seth Safier, and \$450 for Kristen Simplicio, in *Rainbow Business*
6 *Solutions, et al v. Merchant Services, et al*, Case No. CV 10-01993 CW (N.D. Cal). On August 1,
7 2013, Judge Dale S. Fischer approved rates of \$700 per hour for me, \$675 for Seth Safier, and \$450
8 for Kristen Simplicio, in *Mancini, et al v Ticketmaster, et al*, Case No. 07-cv-01459-DSF-JTL (C.D.
9 Cal). On June 1, 2012, Judge Jeffrey White approved rates of \$650 per hour for me, \$625 for Seth
10 Safier and \$400 for Kristen Simplicio, in *Chavez v. Blue Sky Beverage, et al*, Case No. 06-cv-6609
11 (N.D. Cal.). On February 14, 2012, Chief Judge James Ware approved rates of \$625 per hour for
12 me, \$600 for Seth Safier, \$500 for Todd Kennedy, and \$375 for Kristen Simplicio, in *Embry v. Acer*
13 *America Corporation*, Case No. 5:09-cv-1808 (ND. Cal.).³ On November 30, 2011, Judge James F.
14 Holderman approved rates of \$600 per hour for me, and \$575 per hour for Seth Safier in *In Re:*
15 *Kentucky Grilled Chicken Coupon Marketing & Sales Practices Litigation*, Case No. 1:09-cv-07670
16 (ND. Ill.).⁴ On November 22, 2011, Judge John Munter approved rates of \$625 per hour for me,
17 \$600 per hour for Seth Safier and Jay Kuo, \$375 per hour for Kristen Simplicio, and \$500 per hour
18 for Todd Kennedy in *Gauss v. Millennium Products, Inc.*, Case No. CGC-10-503347. On December
19 24, 2009, rates of \$550 for me and \$525 for Seth Safier were approved by Judge Richard A. Kramer
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21
22

23 ¹ GSLLP requested approval of its 2014 rates in that case.

24 ² GSLLP requested approval of its 2013 rates in that case.

25 ³ GSLLP requested approval of its 2011 rates in that case.

26 ⁴ GSLLP requested approval of its 2010 rates in that case.

1 in *Deaton et al v. Hotwire*, Case Number CGC-05- 437631. On August 20, 2008, rates of \$525 for
2 myself and \$500 for Seth Safier were approved by Judge Charlotte Walter Woolard in *Nelsen v.*
3 *PeoplePC*, Case Number 07-460240. On April 30, 2008, rates of \$475 for me and \$450 for Seth
4 Safier were approved by Judge Charlotte Walter Woolard in *Howard et al. v. Betz & Sons*, Case
5 Number CGC-03-422529. On April 14, 2008, rates of \$450 for me and \$425 for Mr. Safier were
6 approved by your Honor in *Cho v. Seagate*, Case Number CGC-06-453195. On February 5, 2008,
7 rates of \$475 for me and \$450 for Seth Safier were approved in by Judge William Alsup in *Siemers*
8 *v. Wells Fargo*, Case No. 3:05-cv-04518-WHA (N.D. Cal.). On November 20, 2006, rates of \$450
9 for me and \$425 for Seth Safier were approved by Judge Richard A Kramer in *Vroegh v. Dane*
10 *Electric et al.*, Case No. CGC-04-428953.

12 67. I am a 1994 graduate from Yale Law School. Seth Safier is a 1998 graduate from
13 Harvard Law School. Ms. Simplicio is 2007 graduate of the American University, Washington
14 College of Law. Ms. McCrary is a 2008 graduate of New York University School of Law.

16 68. Mr. Safier and I were previously attorneys at the law firm of Orrick Herrington &
17 Sutcliffe. Ms. McCrary was an attorney at Quinn Emanuel Urquhart & Sullivan, LLP. It is my
18 understanding that attorneys at those firms in the litigation departments, with the same number of
19 years of experience as Mr. Safier, myself, and Ms. McCrary are currently billing at hourly rates in
20 excess of \$1000 for law school graduates from 1994 and 1998 and in excess of \$600 per hour for
21 2008 graduates. I also believe the rates paid by Defendants to their firms in this case meets or
22 exceeds the rates requested for GSLLP. I believe that my firm's hourly rates are below market for
23 attorneys with similar backgrounds and experience.

25 69. Expenses are accounted for and billed separately and are not duplicated in the
26 professional billing rate. GSLLP has not received reimbursement for expenses incurred in

1 connection with this litigation. As of January 31, 2017, my firm had incurred in excess of \$120,000
2 in unreimbursed actual third-party expenses in connection with the prosecution of this case and the
3 *Petit* case. The actual expenses incurred in the prosecution of these cases are reflected on the
4 accounting records of my firm prepared by bookkeeping staff, based on receipts and check records
5 and accurately reflect all actual expenses incurred. Some of the expenses included below are known
6 to us, but yet to be invoiced or have been invoiced but not yet paid. Additionally, some expenses are
7 directly attributable to either this case or *Petit*, some are attributable to both in equal amounts, but
8 many are not. For example, some of the work done by experts has been, or will be, used in both
9 cases, although most will only be used in *Petit*. The same is true for the deposition related expenses,
10 as, for example, the testimony given by P&G will be used in *Pettit*; the same cannot be said of the
11 Nehemiah testimony. Accordingly, the below expenses are, to the best of my ability, attributable to
12 this litigation:
13

| Expense Category | Amount |
|--|-----------|
| Copying, Duplication, Printing (E101) | \$2536.98 |
| Court Fees, Filing Fees, Witness Fees (E112) | \$530.00 |
| Delivery Svcs & Msgs (E107) | \$4241.50 |
| Deposition Transcripts (E115) | \$7096.27 |
| Experts (E119) | \$1860.00 |
| Travel (E109; E110) ⁵ | \$6096.46 |
| Meals (E111) ⁶ | \$527.80 |

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24
25 ⁵ Includes mileage for automobiles owned by GSLLP attorneys.

26 ⁶ Includes in and out of town travel for GSLLP attorneys.

| | |
|---------------------------|--------------------|
| Online Research (E106) | \$1066.13 |
| Other (E124) ⁷ | \$4315.27 |
| Outside Printing (E102) | \$763.41 |
| Postage (E108) | \$31.78 |
| TOTAL | \$29,065.60 |

D. Plaintiff’s Counsel Continuing Obligations to Class Members

70. After this Court granted preliminary approval to the Settlement, Class Counsel established standardized procedures to ensure that all inquiries from Class Members were timely and accurately handled. I am not aware of any feedback from class members that would suggest that the process is onerous or complicated. Class Counsel also worked with the Claim Administrator to assure that settlement website functioned properly, was easy to use and properly designed. Class Counsel also worked with the Claims Administrator to assure that notice was disseminated in accordance with the terms of the Settlement Agreement. I receive weekly updates from the Claims Administrator regarding the administration of the settlement.

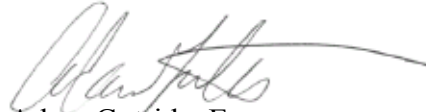
71. As of the filing of this motion, no objection has been filed with the Court. I am further informed that, as of the same, there had been two requests for exclusion.

72. GSSLP will continue in its capacity as class counsel should the settlement be finally approved. GSSLP will prepare for and appear at the fairness hearing. If the settlement is approved and fees awarded, GSSLP also will oppose any appeals that may be filed. Based on my experience with class actions, I additionally anticipate that there will be another 50 – 75 hours of work before this Litigation is entirely complete and an estimated 175-250 hours if this Court’s judgment is

⁷ Includes firm administrative support, bookkeeping, telephone, fax, web and data hosting.

1 appealed.

2 I declare under penalty of perjury under the laws of the State of California that the foregoing
3 is true of my own personal knowledge. Executed at San Francisco, California, this 15th of February,
4 2017.

5 
6 Adam Gutride, Esq.

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