

EXHIBIT 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

In re: NEXIUM (ESOMEPRAZOLE) ANTITRUST LITIGATION	MDL No. 2409 Civil Action No. 1:12-md-02409-WGY
This Document Relates To:	
All Actions	

**SECOND DECLARATION OF THOMAS M. SOBOL IN SUPPORT OF
PLAINTIFFS' MOTION FOR REIMBURSEMENT OF EXPENSES**

I, Thomas M. Sobol, declare as follows:

1. I am a member of the bar of the Supreme Judicial Court of the Commonwealth of Massachusetts and of the United States District Court for the District of Massachusetts. I am a partner at the law firm of Hagens Berman Sobol Shapiro LLP. I submit this declaration in support of Plaintiffs' Motion for Reimbursement of Expenses in connection with services rendered in prosecuting this action through trial. This declaration addresses litigation fund contributions made by law firms representing the Direct Purchaser Class and Individual Retailer Plaintiffs, and the joint expenses paid from the litigation fund. A separate declaration addresses the additional, non-litigation fund expenses for my office only.

2. My firm has acted as counsel to the direct class plaintiffs in this litigation and maintained the Direct Purchaser Plaintiffs' litigation fund (the "Nexium Litigation Fund").

3. The Nexium Litigation Fund incurred a total of \$3,725,665.32 in non-reimbursed expenses in connection with the prosecution of this litigation through the end of trial. The expense contributions and expense categories are summarized as follows:

NEXIUM LITIGATION FUND CONTRIBUTIONS	AMOUNT
Faruqui & Faruqui, LLP	\$ 137,500.00
Berger & Montague PC	\$ 525,000.00
Hagens Berman Sobol Shapiro LLP	\$ 600,000.00
Garwin Gerstein & Fisher, LLP	\$ 525,000.00
Smith Seguara & Raphael, LLP	\$ 120,000.00
Odom & Des Roches, LLP	\$ 220,000.00
Taus, Cebulash and Landau	\$ 120,000.00
Radice Law Firm	\$ 120,000.00
Heim Payne & Chorush, LLP	\$ 120,000.00
Grant & Eisenhofer P.A.	\$ 75,000.00
Total Contributions (Direct Purchaser Plaintiffs)	\$ 2,562,500.00
Kenny Nachwalter PA	\$ 590,720.23
Hangley Aronchick Segal Pudlin & Schiller	\$ 575,391.97
Marcus & Shapira LLP	\$ 15,162.75
Total Contributions (Retailer Plaintiffs)	\$ 1,181,274.95
TOTAL	\$ 3,743,774.95

EXPENSES	AMOUNT
Court Reporters	\$ 136,192.28
Data Storage	\$ 127,586.73
Document Production	\$ 128,206.82
Expert Fees	\$ 2,967,921.12
Graphic Design	\$ 76,338.05
Messengers	\$ 1,713.80
Research	\$ 1,637.35
Subpoena/Process Servers	\$ 24,407.88

Telephone	\$ 2,145.69
Travel/Hotels/Meals	\$ 27,077.60
Trial Consultants	\$ 206,113.67
Other - Equipment rentals, office supplies, legal books, etc.	\$ 26,324.33
TOTAL	\$ 3,725,665.32

4. Court reporter costs include the costs of reporters for deposition testimony, deposition videography, deposition transcripts for approximately forty-five (45) witnesses, and daily court transcripts through the seven-week trial.

5. Data storage includes multiple databases for the purposes of maintaining and using trial exhibits, deposition and trial transcripts, pre-trial and trial graphics, and documents produced by all parties in the course of this matter.

6. Document production includes the costs of preparing electronic load files for production of electronically stored information (ESI) and the reproduction of documents used during discovery and the trial of this matter.

7. Expert fees includes the hourly fees of eighteen (18) experts and potential experts for review of relevant data and documents, consultation with counsel, preparation of reports, and deposition and trial testimony concerning relevant market and other economic issues related to brand and generic drugs generally, as well as the specific brand and generic drugs that were the subject of this case, and causation, regulatory, patent and patent litigation issues.

8. Graphic design costs include the costs of the creation of demonstrative graphics for hearings, in connection with pleadings, and during the trial of this matter.

9. Messenger services include the costs of services provided for the delivery of courtesy copies of filings to the Court, and the delivery of documents and/or demonstratives to and from the Court during the trial of this matter.

10. Research expenses include costs associated with external information services for the provision of necessary research in the preparation of memoranda to the Court, expert preparation, deposition preparation and other research-based pre-trial and trial tasks.

11. Subpoena and process server costs were incurred for the service of twenty-eight (28) trial witness subpoenas and the foreign service of a complaint.

12. Telephone expenses include teleconference service charges for periodic conference calls with co-counsel and others, and for other long distance charges.

13. Travel, hotel and meal expenses include lunches served during case meetings and the unrefundable portion of hotel reservations made for the originally-scheduled trial date in the spring of 2014.

14. Trial consultant fees include jury consultants; an IT trial consultant to prepare, operate and maintain electronic presentations in the courtroom during trial, including the preparation of video deposition excerpts, exhibits and other materials for use at trial; and the presentation of the same in the courtroom.

15. Other miscellaneous expenses included equipment rentals (*e.g.*, printers), office supplies, legal books and other necessary material to support attorneys, paralegals and staff during pre-trial and the trial of this matter.

16. This Nexium Litigation Fund has also incurred a total of \$10,598.96 in administrative and notice expenses associated with this litigation or the Teva settlement. A balance of \$7,510.67 remains in this Nexium Litigation Fund.

17. The expenses incurred in this action are reflected on my firm's books and records, which are maintained in the ordinary course of business and prepared from invoices, receipts,

credit card bills, cancelled checks and wire transfer notices, expense vouchers, check records, and other source materials, and they represent an accurate recordation of the expenses incurred.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

HAGENS BERMAN SOBOL SHAPIRO LLP

/s/ Thomas M. Sobol
Thomas M. Sobol

Dated: September 16, 2015