

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

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IN RE: BLUE BUFFALO COMPANY,
LTD. MARKETING AND SALES
PRACTICES LITIGATION

RELATES TO: ALL CASES

Plaintiff, Case No. 4:14 MD 2562 RWS

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Deposition of:

PAMELA A. SWEENEY

Madison, Wisconsin
May 9, 2016

Reported by: Taunia Northouse, RDR, CRR, CCP

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	(Attached to the original transcript and copies provided to Attorneys Klorczyk and Yospe)	
	(Original transcript filed with Attorney Klorczyk, copies provided to Attorneys Klorczyk and Yospe)	

1 DEPOSITION of PAMELA A. SWEENEY, a witness
2 of lawful age, taken on behalf of the Plaintiffs,
3 wherein Alexia Keil, et al., are Plaintiff, and Blue
4 Buffalo Company, Ltd., is Defendant, pending in the
5 United States District Court for the Eastern District
6 of Missouri, pursuant to subpoena, before
7 Taunia Northouse, a Registered Diplomate Reporter and
8 Notary Public in and for the State of Wisconsin, at
9 the offices of Verbatim Reporting, Limited,
10 Two East Mifflin Street, Suite 102, in the City of
11 Madison, County of Dane, and State of Wisconsin, on
12 the 9th day of May 2016, commencing at 10:03 in the
13 forenoon.

14
15 A P P E A R A N C E S

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1 administrative fees; correct?

2 A Correct.

3 Q What is the basis for that objection?

4 A I think it's too much.

5 Q Why do you think it's too much?

6 A Because it's almost 30 percent of the settlement.

7 Q What do you think the attorneys' fees in this case
8 should be?

9 A I think they should cut it in half.

10 Q Why do you believe 15 percent is a fair attorneys'
11 fee award?

12 A Because I think 30 percent is too high, and I
13 think more should go to the class, and I think
14 it's just too high.

15 Q Do you have an understanding of what attorneys'
16 fees are typically in class action cases?

17 A Do I have -- do you want to clarify that?

18 Q Do you have any sense of what the typical
19 attorneys' fees are in a class action case?

20 A They differ.

21 Q Okay. Can you provide an example?

22 A I don't know. I've seen them at 20 percent. I
23 couldn't tell you -- no, I can't of a specific
24 example.

25 Q Did you do any research to determine whether or

1 of purchases to get a greater amount than \$10?

2 A No, no, I think --

3 Q It's okay to require proof of purchases it's your
4 opinion?

5 A On greater amounts.

6 Q Setting aside the amounts for one moment, you
7 don't have any objections to the fact that the
8 settlement required class members to submit proof
9 of purchase if they want to receive more than just
10 \$10?

11 A No.

12 Q Does the \$200 cap affect you in this case?

13 A It does not affect me personally, no.

14 Q But you just think it's unfair?

15 A I do. I don't think it's enough. I think you
16 guys should give up some of your attorneys' fees
17 and put it towards that.

18 Q Are you aware that the settlement agreement
19 provided for a pro rata increase in the event that
20 there are settlement funds left over after the
21 class members' claims are paid?

22 A State that again.

23 Q Are you aware that the settlement provides for a
24 pro rata increase in the event that there's money
25 left over in the settlement fund after class

1 that question, puts me in an uncomfortable
2 position. Could you rephrase it?

3 Q Who do you think is more qualified to assess the
4 fairness of the proposed settlement, you or
5 Judge Anderson?

6 A Legally, Judge Anderson.

7 Q And you have no reason to believe that his
8 judgment was partial here?

9 A Could you state that again?

10 Q Do you have any reason to believe that
11 Judge Anderson did not act fairly in mediating the
12 Stipulation of Settlement?

13 A No.

14 Q Have you ever appealed one of your prior
15 objections?

16 A Yes.

17 Q Do you know which one?

18 A I'm not at liberty to discuss that.

19 Q Why not?

20 A I signed a nondisclosure.

21 Q Did you file an appeal in a case called
22 Larsen v. Trader Joe's Company?

23 A I did not.

24 MR. KLORCZYK: Julie, can you
25 please introduce Ms. Sweeney Notice of Appeal

1 the subpoena in this case?

2 A No.

3 Q Are you aware if any of your past objections were
4 successful in bringing about change to a
5 settlement agreement?

6 A I do not know.

7 Q Have you ever received compensation in connection
8 with an objection that you have filed?

9 A I do not -- no, I have not.

10 Q You've never been paid by any lawyer for a class
11 or a defense lawyer?

12 A State that again.

13 Q Sure. Have you ever been paid to withdraw your
14 objection to a class action settlement?

15 A I'm not at liberty to discuss anything of that
16 nature.

17 Q Did you voluntarily withdraw your objection in the
18 U.S. Bank case because you or your husband
19 received money from the class?

20 A I do not recall.

21 Q Why did you withdraw your appeal in the Larsen
22 case?

23 A Again, I never -- I'm not a part of that. My name
24 was -- must have been used.

25 Q Did you authorize your husband to use your name in

1 A Correct.

2 Q So your sole objection, at least under the second
3 objection, is that the \$200 limit is not
4 reasonable; is that correct?

5 A Correct.

6 Q So even if you were to prevail and the court was
7 to order that those with receipts should get more
8 than \$200, that actually wouldn't affect you in
9 any way; is that correct?

10 A It would not. It would only affect other class
11 members.

12 Q So why are you objecting to this given that it
13 doesn't affect you?

14 A Because I'm looking out for the class and the
15 other people who can't -- who wouldn't object or
16 wouldn't know how or wouldn't voice an objection
17 regarding that. Actually, if you go on the
18 Internet and you look at it, there are people who
19 voice their objection to that.

20 Q Okay. But to be clear, you do not. So do you
21 think that it is fair that you are limited to \$10
22 in recovery?

23 A Do I feel it's fair? Only because I don't have
24 any receipts. I mean, the \$200 cap, though, is
25 not fair, which is what I objected to and which is