

1 UNITED STATES DISTRICT COURT  
2 FOR THE WESTERN DISTRICT OF WASHINGTON  
3 AT SEATTLE

4 BRUCE CORKER d/b/a RANCHO ALOHA;  
5 COLEHOUR BONDERA and MELANIE  
6 BONDERA, husband and wife d/b/a  
7 KANALANI OHANA FARM; ROBERT  
8 SMITH and CECELIA SMITH, husband and  
9 wife d/b/a SMITHFARMS, and  
10 SMIT\$HFARMS, LLC on behalf of themselves  
11 and others similarly situated,

12 Plaintiffs,

13 v.

14 MNS, LTD.,

15 Defendant.

Case No. 2:19-CV-00290-RSL

**DECLARATION OF JASON L.  
LICHTMAN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES,  
REIMBURSEMENT OF EXPENSES,  
AND SERVICE AWARDS**

The Honorable Robert S. Lasnik

16 I, Jason L. Lichtman, declare as follows:

17 1. I am a partner in the law firm of Lief Cabraser Heimann & Bernstein, LLP  
18 ("LCHB"). I am Plaintiffs' counsel of record in this litigation, along with Karr Tuttle Campbell. I  
19 am a member in good standing of the bars of Illinois, New York, New Jersey, Utah, and the  
20 District of Columbia. I respectfully submit this declaration in support of Plaintiffs' Motion for  
21 Attorneys' Fees, Reimbursement of Expenses, and Service Awards. Except as otherwise noted, I  
22 have personal knowledge of the facts set forth in this declaration and could testify competently to  
23 them if called upon to do so.

24 2. I have been involved in all aspects of this litigation since March 2019.

25 3. I have submitted declaration in support of each of Class Counsel's requests for  
26 attorneys' fees, reimbursement of expenses, and service awards in connection with settlements  
reached earlier in this case, and a second declaration in connection with a similar request from a  
subsequent set of settlements. *See* Dkt. 416, 655, and 743. Those declarations set forth LCHB's

1 work in this matter, the experience and expertise we brought to this case, the core team at LCHB  
2 assigned to this litigation, our assessment of the case-specific risks present in this litigation, and  
3 LCHB's lodestar and expenses up to that point. I stand by and incorporate all of the statements I  
4 made in those prior declarations, and provide updated information about this case that is relevant  
5 to the accompanying Motion.

6 **II. LCHB's Work in this Matter**

7 4. My previous declarations explained that LCHB, along with co-Class Counsel  
8 Karr Tuttle Campbell, have actively litigated this case since its inception in February 2019. At  
9 the time, this Court had adjudicated motions to dismiss filed by all defendants (Dkt. 100, 106,  
10 107), a motion for summary judgment (Dkt. 121), a motion to strike (Dkt. 179), several motions  
11 to compel or for a protective order (Dkt. 180, 188, 206, 211, 222, 227, 252, 257, 294, 300, 304,  
12 317, 330, 355, 372, 433, 621), a motion for sanctions (Dkt. 319), and several motions to amend  
13 the pleadings to add new defendants (Dkt. 71, 268, 344). The pace of activity did not relent. By  
14 the end of discovery, Plaintiffs had filed additional motions to compel, successfully defended a  
15 motion to dismiss for lack of personal jurisdiction (Dkt. 606), filed for class certification against  
16 non-settling defendants, and moved for case terminating sanctions against one defendant  
17 (Mulvadi).

18 5. Fact discovery ended on March 11, 2022. During discovery, Plaintiffs served 781  
19 requests for production and 177 interrogatories and Plaintiffs ultimately received and reviewed  
20 more than 113,000 documents including 427,000 pages (including large spreadsheets of data).  
21 There have been 31 depositions taken in this case, including experts and third parties.

22 6. The parties also engaged in extensive third-party discovery, collectively serving  
23 52 subpoenas, which have yielded 7,248 documents and more than 123,000 pages.

24 7. Expert discovery closed on November 18, 2022. Plaintiffs served seven expert  
25 reports, six of whom were deposed, and deposed all five of the experts disclosed by the now  
26 single remaining non-bankrupt non-settling defendant. Plaintiffs filed a summary judgment

1 motion and *Daubert* motions on December 15, 2022. Plaintiffs also opposed MNS's motions for  
2 summary judgment and to exclude certain of Plaintiffs' experts.

3 8. Attorneys from LCHB (principally myself, Daniel Seltz, and Andrew Kaufman)  
4 have continued to play a significant and active role in virtually every aspect of this case,  
5 including:

6 a. Authored or edited the briefs and motions that have been presented in the  
7 litigation to date, including oppositions to motions to dismiss and discovery motions;

8 b. drafted and propounding dozens of requests for production,  
9 interrogatories, and requests for admissions;

10 c. oversaw the production of tens of thousands of documents;

11 d. assisted with the preparation of the depositions of five named plaintiffs;

12 e. identified and worked with numerous consulting experts in preparation for  
13 mediation and litigation, on issues such as damages, marketing, consumer behavior, and  
14 accounting;

15 f. developed numerous settlement proposals and negotiated extensively with  
16 previous settling defendants and now MNS, including traveling to Los Angeles for an in-person  
17 with the mediator who ultimately brought the parties to this settlement;

18 g. drafted class certification papers;

19 h. worked with numerous experts in connection with class certification and  
20 expert discovery;

21 i. deposed three of the non-settling defendants' experts;

22 j. drafted summary judgment and *Daubert* motions and opposition briefs and  
23 one of the motions to disqualify two of MNS's experts;

24 k. worked extensively with the notice administrator to implement and  
25 monitor the notice and claims processes for each of the settlements the Court has previously  
26 approved; and

1           I.       Worked with Dr. Michael Schreck on the declaration (a true and correct  
2 copy of which, including backup calculations, is attached hereto as Exhibit C) that he has  
3 provided concerning the value of the injunctive relief negotiated in settlements in this litigation.

4       **III.   LCHB's Lodestar Cross-Check Submission**

5           9.       Attached as **Exhibit A** is a true and correct summary by individual of the hours,  
6 billing rate, and lodestar for each biller's work on this matter from its inception to July 11, 2003.  
7 The time for any billers who submitted fewer than 40 hours has been removed. During this  
8 period of time, the firm expended 8,939.70 hours on this matter, with work still continuing.  
9 Calculated at current rates and taking into consideration excluded time, for purposes of the cross-  
10 check, the lodestar invested in this case by LCHB during this period comes to **\$5,995,040**.

11          10.      The rates set forth in **Exhibit A** are my firm's current billing rates for 2023. The  
12 hourly rates charged by timekeepers are the firm's regular rates for contingent cases and those  
13 generally charged to clients for their services in non-contingent/hourly matters. While LCHB  
14 principally works on contingency, our rate structure is occasionally paid to our firm by hourly-  
15 paying clients.

16          11.      Over its five decades, LCHB's rate structure has been approved by countless  
17 courts, sometimes as the basis for a lodestar fee, other times on cross-check. The following are a  
18 small sample of more recent matters:

- 19                   • *Vianu v. AT&T Mobility LLC*, No. 19-cv-3602, Dkt. 164 (N.D. Cal. Nov. 8,  
20                   2022);  
21                   • *Nashville Gen. Hosp. v. Momenta Pharms., Inc.*, No. 15-1100, Dkt. 520 (M.D.  
22                   Tenn. May 29, 2020);  
23                   • *In re Samsung Top-Load Washing Machine Marketing, Sales Practices &*  
24                   *Products Liability Litig.*, No. 17-2792, Dkt. 256 (W.D. Okla. June 11, 2020);  
25

- 1 • *Seaman v. Duke Univ.*, No. 15-462, 2019 WL 4674758, at \*1 (M.D.N.C. Sept. 25,  
2 2019);
- 3 • *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-660, 2018 WL 6606079, at \*13-14  
4 (S.D. Ill. Dec. 16, 2018)
- 5 • *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*,  
6 No. 2672 CRB (JSC), 2017 WL 1047834, at \*5 (N.D. Cal. Mar. 17, 2017);
- 7 • *Allaga v. BP Solar Int’l, Inc.*, No. 14-560, Dkt. 201 (N.D. Cal. Dec. 22, 2016);
- 8 • *In re: Sears, Roebuck & Co. Front-Loading Washer Prods. Liab. Litig.*, No. 06-  
9 7023, Dkt. 598 (N.D. Ill. Sept. 13, 2016)
- 10 • *In re High-Tech Emp. Antitrust Litig.*, No. 11-CV-02509-LHK, 2015 WL  
11 5158730, at \*9 (N.D. Cal. Sept. 2, 2015);
- 12 • *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI, 2013 WL 149692  
13 (N.D. Cal. Jan. 14, 2013);
- 14 • *In re Bank of Am. Credit Prot. Mktg. & Sales Practices Litig.*, No. 11-MD-2269  
15 TEH, 2013 WL 174056 (N.D. Cal. Jan. 16, 2013);
- 16 • *Brazil v. Dell Inc.*, No. C-07-01700 RMW, 2012 WL 1144303, at \*1 (N.D. Cal.  
17 Apr. 4, 2012);
- 18 • *White v. Experian Info. Sols., Inc.*, No. SACV 05-1070 DOC, 2011 WL 2971957,  
19 at \*3 (C.D. Cal. July 15, 2011);
- 20 • *Lonardo v. Travelers Indem. Co.*, 706 F. Supp. 2d 766, 793–94 (N.D. Ohio 2010);
- 21 • *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1326–27 (W.D. Wash. 2009);
- 22
- 23
- 24
- 25
- 26

- 1 • *Grays Harbor Adventist Christian Sch. v. Carrier Corp.*, No. 05-05437 RBL,  
2 2008 WL 1901988, at \*3 (W.D. Wash. Apr. 24, 2008);
- 3 • *Fleming v. Kemper Nat'l Servs., Inc.*, 373 F. Supp. 2d 1000, 1012 (N.D. Cal.  
4 2005).

5

6 12. LCHB attorneys and staff enter their time contemporaneously. The *Firm Policy*  
7 *Manual*, “Time-Keeping Policy,” requires timekeepers to keep time sheets on a daily basis, and  
8 to submit them by the close of each business week. LCHB’s accounting department runs a  
9 regular time report that lists timekeepers without time in the system for any given week. Kelly  
10 M. Dermody, managing partner of the San Francisco office of the firm, receives that report and  
11 personally follows up with tardy attorney timekeepers, and instructs staff managers to follow up  
12 with any tardy staff. The firm does not abide late timekeeping, and we advise employees,  
13 “Failure to comply with the Firm’s timekeeping policy may be taken into account in connection  
14 with promotions, raises, and bonuses, and may subject the delinquent timekeeper to discipline,  
15 up to and including termination.”

16 13. LCHB has devoted, and will continue to devote, its time and resources to  
17 prosecute the class action claims in this matter on a contingent-fee basis.

18 14. I understand from co-Class Counsel that Karr Tuttle’s total lodestar in this case is  
19 \$6,506,416.50, comprised of 15,694.7 hours billed by 23 timekeepers (like LCHB’s total above,  
20 this number excludes those who billed fewer than 40 hours to this litigation). The two firms’  
21 combined lodestar is thus \$14,073,931. In connection with the previous settlements, which  
22 Class Counsel began presenting to the Court in 2021, this Court has awarded fees totaling \$8.16  
23 million. *See* Dkt. 477, 664, and 843. If the Court were to award the requested fee of \$5.837  
24 million, the total fees awarded would amount to \$13,997,000, which equates to a multiplier of  
25 0.99. Based on my experience, Class Counsel will continue to devote time to this litigation to  
26

1 ensure that the notice and claims processes are effectuated smoothly, to answer inquiries from  
2 Class Members, and to monitor the terms of the injunctive relief in each settlement.

3 **IV. LCHB's Expenses Submission**

4 15. LCHB has to date incurred \$1,695,990.76 in expenses in connection with the  
5 investigation, prosecution, and settlement of this case, as set forth in the table attached as  
6 **Exhibit B**, of which \$425,775.76 is unreimbursed. The expenses listed in **Exhibit B** are reflected  
7 in the books and records LCHB maintains in the ordinary course of business, which books and  
8 records are prepared from expense vouchers and check records. It also reflects partial  
9 reimbursement of costs received in connection with the Court's prior order concerning fees and  
10 costs.  
11

12 16. These costs were reasonable and necessary to prosecute this matter, and include  
13 typical litigation costs such as expert work, filing fees, electronic database research, and travel.

14 17. Based on my experience with this case and in other class settlements, I estimate  
15 that Class Counsel will continue to incur expenses in connection with the implementation and  
16 administration of this settlement, prior settlements (such as following up on uncashed checks or  
17 inquiries from class members who have made claims), and the recently negotiated settlement  
18 involving Mulvadi Corporation.  
19

20 I declare under penalty of perjury that the forgoing is true and correct. Executed this 18th  
21 day of July, in Salt Lake City, Utah.  
22

23   
24 \_\_\_\_\_  
25 Jason L. Lichtman  
26

# **EXHIBIT A**



<b>LIEFF CABRASER HEIMANN &amp; BERNSTEIN, LLP</b>
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From: Inception

To: 07/11/2023

**Case Number: 4013 KONA COFFEE****PARTNER**

NAME	HOURS	RATE	TOTAL
MICHAEL SOBOL	122.00	1,300.00	158,600.00
ANDREW KAUFMAN	546.90	745.00	407,440.50
JASON LICHTMAN	1,845.30	875.00	1,614,637.50
DANIEL SELTZ	1,607.30	955.00	1,534,971.50
	<b>4,121.50</b>		<b>3,715,649.50</b>

**ASSOCIATE**

NAME	HOURS	RATE	TOTAL
IAN BENSBERG	52.60	640.00	33,664.00
ANDREW KAUFMAN	163.30	510.00	83,283.00
FRANK WHITE	156.00	640.00	99,840.00
	<b>371.90</b>		<b>216,787.00</b>

**STAFF ATTORNEY**

NAME	HOURS	RATE	TOTAL
BRITT CIBULKA	92.90	525.00	48,772.50
KELLY GRALEWSKI	1,332.20	525.00	699,405.00
KAREN JONES	202.80	525.00	106,470.00
ELLA KRAINSKY	475.00	415.00	197,125.00
PHIANH NGUYEN	108.50	525.00	56,962.50
ALIX PUSTILNIK	1,176.40	415.00	488,206.00
PETER ROOS	136.90	525.00	71,872.50
RYAN STURTEVANT	80.70	525.00	42,367.50
	<b>3,605.40</b>		<b>1,711,181.00</b>

**LAW CLERK**

NAME	HOURS	RATE	TOTAL
NICHOLAS LEE	67.70	370.00	25,049.00
	<b>67.70</b>		<b>25,049.00</b>

**PARALEGAL/CLERK**

<b>NAME</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
JANE BALKOSKI	187.10	360.00	67,356.00
JILLIAN KRAVATZ	49.50	415.00	20,542.50
EMILY LOVELL	44.90	455.00	20,429.50
MAYA NEE	60.50	455.00	27,527.50
HANNAH SELHORST	257.60	395.00	101,752.00
	<u>599.60</u>		<u>237,607.50</u>

**LITIGATION SUPPORT / RESEARCH**

<b>NAME</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
RICHARD ANTHONY	71.50	485.00	34,677.50
MARGIE CALANGIAN	61.00	535.00	32,635.00
ANTHONY GRANT	40.10	535.00	21,453.50
	<u>172.60</u>		<u>88,766.00</u>

<b>CASE TOTALS</b>	<b>8,938.70</b>		<b>5,995,040.00</b>
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# **EXHIBIT B**

**Lieff Cabraser Heimann & Bernstein, LLP**  
**Costs Summary**

<b>Costs</b>	<b>Total to Date</b>
In-House Copies	\$96.20
Print	\$1,557.40
Telephone	\$1,299.53
Computer Research	\$13,229.82
Deposition/Transcripts	\$20,161.65
Electronic Database	\$186,857.30
Experts/Consultants	\$1,269,904.18
Federal Express/Messenger	\$4,204.18
Mediation Expenses	\$61,219.02
Research sources	\$1,468.24
Postage	\$204.28
Process Service	\$782.00
Supplies	\$771.49
Travel	\$133,338.76
Previous reimbursements	(\$1,270,235)
<b>Net Total</b>	<b>\$425,775.76</b>

# **EXHIBIT C**

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

**BRUCE CORKER d/b/a RANCHO ALOHA,  
*et al.*;**

**Plaintiffs,**

**v.**

**MULVADI CORPORATION, a Hawaii  
corporation; and MNS LTD., a Hawaii  
Corporation,**

**Defendants.**

CASE NO. 2:19-CV-290-RSL

**DECLARATION OF MICHAEL J. SCHRECK, PH.D.  
IN SUPPORT OF SETTLEMENT**

**JULY 14, 2023**

**CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

**I. BACKGROUND AND ASSIGNMENT**

1. I previously submitted five reports in this matter addressing class certification, damages, and economic issues arising from Plaintiffs' settlements with nine Defendants.<sup>1</sup> My qualifications and relevant case background are included in my prior reports.
2. I have been asked by Counsel for Plaintiffs to update my assessment of the net present value of injunctive relief presented in my prior report submitted in April 2021 ("April 2021 Report"), based on the damages estimates provided in my prior report submitted in August 2022 ("August 2022 Report").<sup>2</sup> Specifically, I have been asked to estimate the net present value of injunctive relief, from 2023 onward, stemming from Plaintiffs' prior and proposed settlements with Defendants in this matter.<sup>3</sup>
3. In addressing this assignment, in addition to my experience and expertise, I relied upon the materials cited within this report and prior reports. Should additional relevant documents or information be made available to me, I may adjust or supplement my opinions as appropriate. Analysis Group is being compensated at a rate of \$715 per hour for my time on this case. Part of the work conducted in connection with this assignment was performed under my direction by others at Analysis Group. No compensation is contingent on the nature of my findings or on the outcome of this litigation.

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<sup>1</sup> Declaration of Michael J. Schreck, Ph.D., in Support of Settlement, April 20, 2021 ("Schreck April 2021 Report"); Declaration of Michael J. Schreck, Ph.D., December 22, 2021; Rebuttal Declaration of Michael J. Schreck, Ph.D., February 15, 2022; Updated Expert Report of Michael J. Schreck, Ph.D., August 23, 2022 ("Schreck August 2022 Report"); Reply Expert Report of Michael J. Schreck, Ph.D., October 20, 2022.

<sup>2</sup> Schreck April 2021 Report, Section III; Schreck August 2022 Report, Section IV.D.

<sup>3</sup> I understand that at the time of filing this report, all Defendants have settled or otherwise ceased sales of counterfeit Kona coffee.

**II. NET PRESENT VALUE OF INJUNCTIVE RELIEF**

4. I estimate the value of the injunctive relief consistent with the methodology described in my April 2021 Report.<sup>4</sup> I first take the average annual damages amount during the aggregate damages period (February 27, 2015 to December 31, 2018) presented in my August 2022 Report, which is \$13.4 million per year.<sup>5</sup> I then estimate the present value of the difference in the flows of annual profits to Plaintiffs between the Permanent Injunction World and the Continued Counterfeiting World.<sup>6</sup>
5. As described in my April 2021 Report, I assume that it would take five years for the price of authentic Kona to fully recover.<sup>7</sup> I understand that some Defendants ceased selling their allegedly counterfeit Kona coffee following the filing of this lawsuit, while others (including Mulvadi and MNS) continued selling their allegedly counterfeit Kona coffee. Consistent with my April 2021 Report, my calculation assumes that Plaintiffs begin to realize the benefits of the injunctive relief in 2022. Per my assignment, my estimate of the value of injunctive relief only includes benefits to Plaintiffs from 2023 onward.
6. Another input to my injunctive relief calculation is the discount rate. I updated my estimate of Plaintiffs' cost of equity following the same methodology presented in my April 2021 Report,<sup>8</sup> which is also summarized in **Table 1** below. I estimate that the discount rate for Kona coffee growers is 14.05 percent, based on a normalized risk-free interest rate of 4.02 percent from Kroll (formerly Duff & Phelps), an equity risk premium of 5.5 percent from

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<sup>4</sup> Schreck April 2021 Report, Section III.

<sup>5</sup> Schreck August 2022 Report, Table 4.

<sup>6</sup> These terms are defined in ¶ 9 of my April 2021 report.

<sup>7</sup> Schreck April 2021 Report, Section III.B.

<sup>8</sup> Schreck April 2021 Report, ¶ 33.



Kroll, an industry risk premium for the farming and agriculture industry of -0.83 percent, and a size premium of 5.35 percent applicable to firms or projects with annual sales below \$356.13 million.<sup>9</sup>

**Table 1**  
**Kona Coffee**  
**Cost of Equity - Build-up Approach (CAPM + Size Premium)**

<u>Cost of Equity</u>	[1]	<u>Rate</u>
Risk-Free Interest Rate (Normalized)	[2]	4.02%
Plus: Equity Risk Premium	[3]	5.50%
Plus: Industry Risk Premium	[4]	-0.83%
Plus: Size Premium	[5]	5.35%
<b>Cost of Equity</b>		<b>14.05%</b>
<b>Rounded:</b>		<b>14.00%</b>

7. For the purposes of my analysis, I round this discount rate to 14 percent. Applying this discount rate to the average annual damages amount presented in my August 2022 Report yields a net present value benefit of injunctive relief to Plaintiffs of approximately \$81.2 million in 2023 dollars, as summarized in **Table 2**.<sup>10</sup> This figure represents the total value of injunctive relief stemming from Plaintiffs' prior and proposed settlements with Defendants in this matter.

<sup>9</sup> Kroll Cost of Capital Navigator as of June 8, 2023; Damodaran, Aswath, Total Beta By Industry Sector, as of January 2022, available at <http://pages.stern.nyu.edu/~adamodar/> (under Archived Data). The Kroll Cost of Capital Navigator recommends a normalized risk-free interest rate of 3.5% or the Spot 20 Year U.S. Treasury Rate, whichever is higher. As of July 3, 2023, the Spot 20 Year U.S. Treasury Rate was higher at 4.02%.

<sup>10</sup> Schreck August 2022 Report, Table 4.

**Table 2****Value of Injunctive Relief**

Annual Market Price Damages	\$13,416,881
Kona Brand Time to Recovery	5 years
Discount Rate	14%
<b>Net Present Value of Injunctive Relief</b>	<b>\$81,188,154</b>

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 14, 2023.



Michael J. Schreck, Ph.D.

**Value of Injunctive Relief**

Annual Market Price Damages	\$13,416,881
Kona Brand Time to Recovery	5 years
Discount Rate	14%
<hr/>	
<b>Net Present Value of Injunctive Relief</b>	<b>\$81,188,154</b>

**Kona Damages Amounts**  
**Feb. 27, 2015 – Dec. 31, 2018**

	<b>Cherry</b>	<b>Green</b>	<b>Roasted</b>	<b>Total</b>
2015	\$6,284,133	\$1,510,989	\$2,539,478	\$10,334,599
2016	\$8,006,646	\$1,709,366	\$2,872,884	\$12,588,896
2017	\$8,183,966	\$1,887,967	\$3,173,053	\$13,244,986
2018	\$9,702,256	\$2,126,910	\$3,574,639	\$15,403,804
<b>Total</b>	<b>\$32,177,000</b>	<b>\$7,235,232</b>	<b>\$12,160,054</b>	<b>\$51,572,286</b>

**Yearly Average**

**\$13,416,881**

INPUTS AND PARAMETERS					
Input	Manual Inputs				
	Value				
Annual Damages (\$M)	13.42				
Discount Rate	0.14				
Recovery Ramp-up	1	2	3	4	5

t	Year	Profits under continued infringement (normalized to 0)	Profits with injunction (recovery ramp-up specified below)					Discount factor (to 2023 dollars)	Profits with injunction in 2023 dollar (recovery ramp-up specified below)				
			1 year	2 years	3 years	4 years	5 years		1 year	2 years	3 years	4 years	5 years
			-2	2021	0	0.0	0.0		0.0	0.0	0.0	0.0	0.0
-1	2022	0	6.7	4.5	3.4	2.7	2.2	0.0	0.0	0.0	0.0	0.0	0.0
0	2023	0	13.4	8.9	6.7	5.4	4.5	0.94	12.6	8.4	6.3	5.0	4.2
1	2024	0	13.4	13.4	10.1	8.1	6.7	0.82	11.0	11.0	8.3	6.6	5.5
2	2025	0	13.4	13.4	13.4	10.7	8.9	0.72	9.7	9.7	9.7	7.7	6.4
3	2026	0	13.4	13.4	13.4	13.4	11.2	0.63	8.5	8.5	8.5	8.5	7.1
4	2027	0	13.4	13.4	13.4	13.4	13.4	0.55	7.4	7.4	7.4	7.4	7.4
5	2028	0	13.4	13.4	13.4	13.4	13.4	0.49	6.5	6.5	6.5	6.5	6.5
6	2029	0	13.4	13.4	13.4	13.4	13.4	0.43	5.7	5.7	5.7	5.7	5.7
7	2030	0	13.4	13.4	13.4	13.4	13.4	0.37	5.0	5.0	5.0	5.0	5.0
8	2031	0	13.4	13.4	13.4	13.4	13.4	0.33	4.4	4.4	4.4	4.4	4.4
9	2032	0	13.4	13.4	13.4	13.4	13.4	0.29	3.9	3.9	3.9	3.9	3.9
10	2033	0	13.4	13.4	13.4	13.4	13.4	0.25	3.4	3.4	3.4	3.4	3.4
11	2034	0	13.4	13.4	13.4	13.4	13.4	0.22	3.0	3.0	3.0	3.0	3.0
12	2035	0	13.4	13.4	13.4	13.4	13.4	0.19	2.6	2.6	2.6	2.6	2.6
13	2036	0	13.4	13.4	13.4	13.4	13.4	0.17	2.3	2.3	2.3	2.3	2.3
14	2037	0	13.4	13.4	13.4	13.4	13.4	0.15	2.0	2.0	2.0	2.0	2.0
15	2038	0	13.4	13.4	13.4	13.4	13.4	0.13	1.8	1.8	1.8	1.8	1.8
16	2039	0	13.4	13.4	13.4	13.4	13.4	0.12	1.5	1.5	1.5	1.5	1.5
17	2040	0	13.4	13.4	13.4	13.4	13.4	0.10	1.4	1.4	1.4	1.4	1.4
18	2041	0	13.4	13.4	13.4	13.4	13.4	0.09	1.2	1.2	1.2	1.2	1.2
19	2042	0	13.4	13.4	13.4	13.4	13.4	0.08	1.0	1.0	1.0	1.0	1.0
20	2043	0	13.4	13.4	13.4	13.4	13.4	0.07	0.9	0.9	0.9	0.9	0.9
21	2044	0	13.4	13.4	13.4	13.4	13.4	0.06	0.8	0.8	0.8	0.8	0.8
22	2045	0	13.4	13.4	13.4	13.4	13.4	0.05	0.7	0.7	0.7	0.7	0.7
23	2046	0	13.4	13.4	13.4	13.4	13.4	0.05	0.6	0.6	0.6	0.6	0.6
24	2047	0	13.4	13.4	13.4	13.4	13.4	0.04	0.5	0.5	0.5	0.5	0.5
25	2048	0	13.4	13.4	13.4	13.4	13.4	0.04	0.5	0.5	0.5	0.5	0.5
26	2049	0	13.4	13.4	13.4	13.4	13.4	0.03	0.4	0.4	0.4	0.4	0.4
27	2050	0	13.4	13.4	13.4	13.4	13.4	0.03	0.4	0.4	0.4	0.4	0.4
<b>Increase in profits through 2023-2050, in 2023 dollars</b>									<b>99.7</b>	<b>95.5</b>	<b>90.7</b>	<b>85.8</b>	<b>81.2</b>