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17
18 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
FOR THE COUNTY OF LOS ANGELES

19 RONALD CHINITZ, STEVIE HEMPHILL,
20 *and LINDA GOMEZ, individually and on*
behalf of all others similarly situated,

21 Plaintiffs,

22 v.

23 TELECOM EVOLUTIONS, LLC, *a*
24 *California limited liability company, and*
25 *QUALITY SPEAKS LLC, a California*
limited liability company,

26 Defendants.

Case No. 18STCV08068

CLASS ACTION

**DECLARATION OF GEORGE V.
GRANADE IN SUPPORT OF
PLAINTIFFS STEVIE HEMPHILL'S
AND LINDA GOMEZ'S MOTION FOR
AWARD OF ATTORNEYS' FEES AND
COSTS AND SERVICE AWARDS**

Date: January 20, 2023

Time: 11:00 a.m.

Judge: Honorable Lawrence P. Riff

Place: Department 7

Action filed: December 12, 2018

1 I, George V. Granade, hereby declare as follows:

2 1. I am a partner at Reese LLP, a law firm established in 2008 that specializes in class
3 action litigation on behalf of consumers and small businesses in both federal and state courts
4 throughout the United States. Reese LLP is counsel for Plaintiffs¹ and the Settlement Class in the
5 above-captioned case.

6 2. I am a member in good standing of the state bars of California, New York, and
7 Georgia, as well as numerous federal courts.

8 3. I submit this declaration in support of my firm's application for payment of
9 attorneys' fees and reimbursement of expenses in connection with services rendered in this case.

10 4. The facts set forth in this declaration are based on personal knowledge or on
11 information I obtained from my co-counsel in this action, and I could competently testify to them
12 if called upon to do so.

13 5. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' fully executed
14 Second Amended Settlement Agreement and Release, including Exhibits A through D thereto.

15 6. My firm is court appointed co-lead Class Counsel in this litigation. My firm has
16 extensive class action experience. My firm has been appointed as class counsel in numerous class
17 actions, including, but not limited to: *Mitchell v. Intero Real Estate*, No. 5:18-cv-05623-BLF (N.D.
18 Cal.); *In re fairlife Milk Products Marketing and Sales Practices Litigation*, MDL No. 2909, Lead
19 Case No. 1:19-cv-03924-RMD-MDW (N.D. Ill.); *Bumpus v. Realty Holdings Corp.*, No. 3:19-
20 cv-03309-JD (N.D. Cal.); *Chin v. RCN Corp.*, No. 08-cv-7349 (S.D.N.Y.); *Cicciarella v. Califia*
21 *Farms, LLC*, No. 7:19-cv-08785-CS (S.D.N.Y.); *Ferrera v. Snyder's-Lance, Inc.*, No. 13-cv-
22 62496 (S.D. Fla.); *Frohberg v. Cumberland Packaging Corp.*, Case No. 1:14-cv-0748-RLM
23 (E.D.N.Y.); *Holve v. McCormick & Co., Inc.*, Case No. 6:16-cv-FPG-MJP (W.D.N.Y.); *Howerton*
24 *v. Cargill, Inc.*, Case No. 13-cv-0336 (D. Hawaii); *Huyer v. Wells Fargo Co.*, 295 F.R.D. 332
25 (S.D. Iowa 2013); *In re General Mills, Inc. Kix Cereal Litig.*, Case No. 2:12-cv-00249-KM-MCA

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27 _____
28 ¹ Unless otherwise indicated, capitalized terms have the meanings ascribed to them in the Second Amended Settlement Agreement and Release attached hereto as **Exhibit 1** (see paragraph 5 below).

1 (D.N.J.); *In re Hill's Pet Nutrition, Inc. Dog Food Products Liability Litig.*, No. 19-md-02887-
2 JAR (D. Kansas); *Rosen v. Unilever United States Inc.*, Case No. 09-02563 JW (N.D. Cal.); *Worth*
3 *v. CVS Pharmacy, Inc.*, No. 16-cv-00498 (E.D.N.Y.); and *Yoo v. Wendy's Corp.*, Case No. 07-
4 4515 (C.D. Cal.) (stating that Reese LLP "has conducted the litigation and achieved the Settlement
5 with skill, perseverance and diligent advocacy"). *See also* Reese LLP Firm Resume (attached as
6 Ex. 4 to Decl. Granade Supp. Mot. Prelim. Approval Class Action Settlement, filed Nov. 1, 2021).

7 7. As described below in detail, members of my firm have been involved in all aspects
8 of work in this litigation, including the following: development of the action prior to filing;
9 prosecution of this action from its inception; discovery; extensive motion practice; mediation;
10 drafting and finalizing the Settlement Agreement; and, the briefing of the Motion for Preliminary
11 Approval. My firm will also be extensively involved in the briefing of the Motion for Final
12 Approval. Reese LLP has vigorously represented the interests of the Settlement Class Members
13 throughout the course of the litigation and settlement process. Indeed, but for Reese LLP's
14 involvement, it is likely that this matter would not have proceeded in the first place.

15 8. Based on my extensive experience, I believe the Settlement to be an outstanding
16 outcome for the Settlement Class Members, and I believe it is fair, reasonable, and adequate.

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1 **REESE LLP EXPENDED SIGNIFICANT TIME AND MONEY ON THE MATTER**

2 **Pre-Suit Investigation and Initiation of Action**

3 9. Before filing the original Complaint in this case, Class Counsel investigated the
4 potential claims against Defendants. Class Counsel’s pre-suit investigation included, but was not
5 limited to: interviewing former plaintiff Ronald Chinitz; obtaining and reviewing Defendants’
6 marketing of the TrueStream internet service; conducting research regarding the characteristics
7 and delivery mechanisms of various types of internet service, including DSL service and fiber
8 optic service; obtaining and reviewing relevant legal precedent regarding similar false and
9 misleading representations; obtaining and reviewing relevant financial information regarding the
10 TrueStream service, including pricing for various TrueStream packages and approximate sales
11 figures; extensive legal research to evaluate the prospective merits and weaknesses of the case;
12 and analysis of potential class-wide damages.

13 10. On October 25, 2017, Class Counsel sent a demand letter on Mr. Chinitz’s behalf
14 to Defendants pursuant to California’s Consumers Legal Remedies Act, CAL. CIV. CODE § 1750
15 *et seq.* (“CLRA”), which led to extensive pre-suit negotiations with Defendants regarding potential
16 settlement of the case.

17 11. Over the course of the next year, the parties exchanged numerous phone calls,
18 emails, and lengthy single-spaced letters discussing in depth the facts and the parties’ legal
19 positions related to both Mr. Chinitz’s individual claim and the class allegations, in an attempt to
20 resolve the matter.

21 12. Pre-suit settlement negotiations did not result in settlement, however.

22 13. To challenge Defendants’ practice of marketing their TrueStream internet service
23 as “fiber optic” when it was, allegedly, provided via copper DSL lines, Mr. Chinitz initiated a class
24 action lawsuit in this Court on December 12, 2018, bringing claims on behalf of a putative
25 California state class for violation of the CLRA, California’s False Advertising Law, CAL. BUS. &
26 PROF. CODE § 17500 *et seq.* (“FAL”), and California’s Unfair Competition Law, CAL. BUS. &
27 PROF. CODE § 17200 *et seq.* (“UCL”), for intentional misrepresentation, and for unjust enrichment.
28 *See generally* Compl.

1 **Opposition to Defendant's Demurrer**

2 14. Defendants demurred to the Complaint on March 8, 2019, and Reese LLP, along
3 with co-counsel, fully briefed the demurrer. Named partner Michael R. Reese argued the
4 opposition to the demurrer before this Court.

5 15. On April 17, 2019, the Court overruled the demurrer in full.

6 **Discovery**

7 16. On April 26, 2019, Mr. Chinitz served his first requests for admission, requests for
8 production of documents, form interrogatories, and special interrogatories on each Defendant.

9 17. Defendants answered the Complaint on May 17, 2019.

10 18. On July 2, 2019, the parties filed a stipulation to temporarily stay discovery to allow
11 the parties to participate in settlement negotiations, and on July 5, 2019, the Court granted the
12 stipulation.

13 19. On August 12, 2019, Defendants served requests for production of documents and
14 special interrogatories on Mr. Chinitz, and on August 14, 2019, Defendants served form
15 interrogatories and requests for admission on Mr. Chinitz.

16 20. On the settlement front, the parties agreed to mediate. Although discovery was
17 stayed, to facilitate an effective mediation, the parties provided responses to the outstanding
18 discovery requests and produced responsive documents on September 13 and 14, 2019.

19 **Mediation**

20 21. On September 16, 2019, the parties attended a full day mediation before Honorable
21 Jonathan Cannon (Ret.) of JAMS. While the case did not settle, the parties were able to reach
22 agreement on many of the substantive issues and agreed to conduct a follow-up session on
23 November 25, 2019.

24 22. On October 3, 2019, the parties filed a stipulation to temporarily stay discovery,
25 which the Court granted on October 7, 2019.

26 23. On November 25, 2019, the parties attended a second full day mediation with Judge
27 Cannon. While the case again did not settle, the two mediation sessions with Judge Cannon set the
28 foundation for the Settlement.

1 **Further Discovery**

2 24. On December 12, 2019, the Court lifted the discovery stay as to class certification.

3 25. On December 12, 2019, Defendants served on Mr. Chinitz a second set of requests
4 for production of documents and a second set of special interrogatories.

5 26. Mr. Chinitz served responses to the second requests for production and second
6 special interrogatories on January 21, 2020.

7 27. On February 7, 2020, Mr. Chinitz served a second set of special interrogatories on
8 Defendants.

9 28. On February 24, 2020, Mr. Chinitz produced documents responsive to Defendants'
10 document requests, and on March 2, 2020, Mr. Chinitz served supplemental responses to
11 Defendants' second special interrogatories.

12 29. After an Informal Discovery Conference ("IDC") with the Court on March 11,
13 2020, the parties entered into several more months of hard-fought discovery.

14 30. Defendants served responses to the second special interrogatories on March 13,
15 2020.

16 31. Defendants served supplemental responses to Mr. Chinitz's first requests for
17 production of documents and first special interrogatories on March 31, 2020, and produced
18 additional documents.

19 32. On June 3, 2020, Mr. Chinitz served second sets of requests for admission and
20 requests for production of documents, and Defendants served responses thereto on July 7, 2020.

21 33. On July 7, 2020, the parties held a second IDC with the Court in which it was agreed
22 that Defendants would provide supplemental responses by July 28, 2020, the parties would send
23 *Belaire-West* notice to 400 randomly selected putative class members for whom Defendants would
24 provide contact information, and for 100 of whom Defendants would produce technical data
25 related to their internet service. *See* Stip. Extend Case Schedule, Sept. 9, 2020.

26 34. Mr. Chinitz served amended second requests for admission on July 15, 2020, and
27 Defendants responded on August 20, 2020.

28 35. On July 28, 2020, Defendants served supplemental responses to Mr. Chinitz's

1 second set of special interrogatories.

2 36. On September 21, 2020, *Belaire-West* notice was sent to 400 randomly selected
3 putative class members. However, because the parties stayed the action pending settlement
4 negotiations, the technical data on the 100 putative class members was never provided.

5 **Further Settlement Negotiations, Substitution of the Class Representatives, and Settlement**

6 37. In October 2020, the parties began months of earnest negotiations in an attempt to
7 seek resolution.

8 38. After several months of negotiations—with frequent calls between counsel—on
9 February 8, 2021, the parties reached resolution on the material points of a settlement,
10 memorialized in a non-binding Memorandum of Understanding. *See* Decl. Murphy Supp. Defs.’
11 Mot. Prelim. Approval Class Action Stlmt, Ex. A (filed Apr. 1, 2021). With the material points
12 agreed to, counsel turned to dealing with the details, exchanging drafts of a detailed settlement
13 agreement to be filed with the Court.

14 39. On March 17, 2021, without the knowledge or consent of Class Counsel, Mr.
15 Chinitz attempted to negotiate a class settlement with Defendants.

16 40. On March 31, 2021, Defendants served a Motion for Preliminary Approval, which
17 counsel opposed.

18 41. On April 20, 2021, Class Counsel moved to be relieved as Mr. Chinitz’s counsel
19 and for leave to amend the pleading to substitute Mr. Hemphill and Ms. Gomez as the named
20 Plaintiffs.

21 42. On May 12, 2021, the Court granted Plaintiffs’ motions and vacated the hearing
22 on Defendants’ Motion of Preliminary Approval.

23 43. On September 22, 2021, Mr. Chinitz filed a request for voluntary dismissal of his
24 individual claims.

25 44. On August 20, 2021, Plaintiffs filed a corrected version of the First Amended
26 Complaint, which included Mr. Chinitz’s name in the caption pursuant to an instruction by the
27 Court, along with Mr. Hemphill and Ms. Gomez.

28 45. Shortly after the Court granted Plaintiffs’ motions to be relieved as counsel for Mr.

1 Chinitz, the Parties entered a final round of intensive settlement negotiations, which culminated in
2 the original Settlement Agreement and Release, which the Parties, Class Counsel, and Defendants’
3 Counsel fully executed on October 29, 2021.

4 **Preliminary Approval**

5 46. On November 1, 2021, Plaintiffs moved for preliminary approval of the Settlement.

6 47. On March 7, 2022, the Court entered a Minute Order which rescheduled the hearing
7 on preliminary approval, attached a checklist, and ordered further briefing on the items listed on
8 the checklist.

9 48. On May 2, 2022, to comply with the Court’s instructions in the checklist, the Parties
10 executed an Amended Settlement Agreement and Release.

11 49. On May 3, 2022, Plaintiffs filed a 20-page supplemental brief in support of
12 preliminary approval, which attached the Amended Settlement Agreement and Release as well as
13 17 other exhibits and addressed the items that the Court had identified in the checklist.

14 50. On May 18, 2022, the Court held a hearing and entered an order on preliminary
15 approval, in which it expressed that it would grant preliminary approval, effective May 27, 2022,
16 if the Parties agreed to and executed by May 24, 2022, a small number of revisions to the Amended
17 Settlement Agreement and Release, including changes to the language of the release and
18 elimination of language referring to a dismissal of the class claims. *See* Order Granting Mot.
19 Prelim. Approval on Conditions, May 18, 2022, at 19, 27-28.

20 51. On May 24, 2022, the Parties fully executed the operative Second Amended
21 Settlement Agreement and Release, and Class Counsel filed a declaration attesting that the Parties
22 made the Court’s requested changes to the Agreement.

23 **Summary of Class Counsel’s Work on the Case and Anticipated Future Work**

24 52. Class Counsel put significant effort into litigating this case. Class Counsel faced a
25 real risk of non-payment, as they litigated this case entirely on a contingency basis. Class Counsel’s
26 efforts to date include, without limitation:

- 27
- Pre-filing investigation;
 - Drafting and sending a pre-suit CLRA demand letter;
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- Extensive pre-filing settlement negotiations and communications with Defendants regarding the factual and legal merits of the case over the course of a year;
- Drafting and filing a Class Action Complaint;
- Briefing and defeating in full Defendants’ demurrer to the Complaint;
- Preparing and serving two sets of requests for production of documents (46 total requests), two sets of requests for admission (41 total requests), two sets of special interrogatories (50 total special interrogatories), and form interrogatories, and reviewing Defendants’ responses and supplemental responses to the foregoing, including document productions;
- Responding to extensive discovery requests served on the original named plaintiff, Ronald Chinitz, including 62 requests for production of documents, 66 special interrogatories, 43 form interrogatories, and 15 requests for admission, and producing responsive documents;
- Engaging in numerous meet-and-confer calls and lengthy correspondence with Defendants’ counsel regarding discovery deficiencies;
- Conducting two IDCs before the Court;
- Preparing, negotiating, and sending *Belair-West* notice to 400 randomly selected putative class members, with the assistance of a notice administrator;
- Drafting and litigating a successful motion to amend the pleading to substitute new class representative Plaintiffs, Stevie Hemphill and Linda Gomez, after the former class representative, Mr. Chinitz, improperly engaged in ex-parte class-wide settlement negotiations with Defendants without informing Class Counsel;
- Drafting and filing an opposition to Defendants’ motion for preliminary approval of the attempted settlement with Mr. Chinitz;
- Filing a successful motion to be relieved as Mr. Chinitz’s counsel;
- Vetting the new class representatives, Mr. Hemphill and Ms. Gomez;
- Drafting and filing a First Amended Class Action Complaint;
- Drafting a comprehensive mediation statement, as well as a subsequent supplemental mediation statement, and participating in two full day mediations before Honorable Jonathan Cannon (Ret.) of JAMS;
- Engaging in extensive, ongoing settlement negotiations, including before and after the parties’ mediations with Judge Cannon, as well as throughout the period from October 2020 to the signing of the original Settlement Agreement in October 2021, including months of negotiations with frequent calls between the Parties’ counsel;
- Negotiating and drafting the original Settlement Agreement and Release, along with supporting documents, including claim form, summary notice, and long-form notice, and negotiating and editing the Amended Settlement Agreement and Release and the operative Second Amended Settlement Agreement and Release in response to orders by the Court;

- 1 • Drafting and filing the successful motion for preliminary approval and supporting documents, including a 20-page supplemental brief;
- 2 • Supervising the work of the Settlement Administrator and engaging in substantial discussions with the Settlement Administrator and Defendants’ counsel regarding notice and claims administration questions; and
- 3 • Preparing the instant motion and supporting documentation.

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6 53. Further, Class Counsel anticipate expending additional time and effort through final
7 approval to respond to inquiries from Settlement Class Members, respond to any potential
8 objectors, prepare final approval papers, review claims, and advocate on behalf of the Settlement
9 Class Members in the event a claim is wrongfully denied. Class Counsel estimate that
10 approximately no less than 70 hours of work will be required to see this matter to completion,
11 assuming no objections are filed.

12 **INVOLVEMENT OF NAMED PLAINTIFFS HEMPHILL AND GOMEZ**

13 54. Plaintiffs Stevie Hemphill and Linda Gomez were instrumental to this matter and
14 its favorable resolution for the Settlement Class. Not only did Mr. Hemphill and Ms. Gomez
15 publicly attach their names to this class action case against a prominent business in their
16 community, but they devoted significant time and effort in bringing this case to a timely resolution.
17 Each Plaintiff performed an important and valuable service for the benefit of the Settlement Class.

18 55. Both Mr. Hemphill and Ms. Gomez: (1) participated in numerous interviews by
19 Class Counsel, including to discuss their experiences with Defendants’ “fiber optic” TrueStream
20 internet service, and provided personal information concerning the Action; (2) corresponded and
21 had conversations with Class Counsel before the filing of the First Amended Complaint, including
22 conversations regarding the actions of former plaintiff Ronald Chinitz and the conflict of interest
23 Mr. Chinitz created by attempting to negotiate a class settlement directly with Defendants without
24 Class Counsel’s knowledge or approval; (3) reviewed the First Amended Complaint before it was
25 filed; (4) kept apprised of the progress of the litigation to the best of their abilities; (5) discussed,
26 reviewed, and signed the original Settlement Agreement and Release, the Amended Settlement
27 Agreement and Release, and the operative Second Amended Settlement Agreement and Release
28 before each was filed with the Court; (6) reviewed, discussed, and helped determine the actions to

1 be taken, and the decisions to be made, in the case on behalf of all class members; (7) were willing
2 to participate in all aspects of litigation if called upon to do so; and (8) in support of the motion
3 for preliminary approval of the settlement, after discussions with Class Counsel, submitted
4 declarations regarding their adequacy as class representatives and regarding their lack of interest
5 in National Consumer Law Center, the non-profit organization designated to receive any
6 unclaimed funds from the parties' class action settlement under California Code of Civil Procedure
7 section 384.

8 56. Attached hereto as **Exhibit 2** is a true and correct copy of the Declaration of
9 Plaintiff Stevie Hemphill in Support of Motion for Award of Attorneys' Fees and Costs and
10 Service Awards.

11 57. Attached hereto as **Exhibit 3** is a true and correct copy of the Declaration of
12 Plaintiff Linda Gomez in Support of Motion for Award of Attorneys' Fees and Costs and Service
13 Awards.

14 **CLASS COUNSEL'S FEE AND COSTS SPLIT AGREEMENT**

15 58. Reese LLP and Halunen Law have a fee split agreement in this matter whereby of
16 the \$300,000 in requested fees and costs, Reese LLP would receive \$200,000 and Halunen Law
17 would receive \$100,000.

18 **REESE LLP'S LODESTAR AND EXPENSES**

19 59. Table 1 below is a detailed summary of the amount of time spent by the attorneys
20 of my firm who were involved in this litigation, and the lodestar calculation based on my firm's
21 current billing rates. Time expended in preparing this application for fees and reimbursement of
22 expenses has not been included in this request. In sum, the attorneys of Reese LLP have spent
23 564.0 hours on this matter for a lodestar of \$635,700. Copies of the Reese LLP records of time
24 spent working on this case by George V. Granade, Michael R. Reese, and Charles D. Moore are
25 attached hereto as **Exhibit 4**.

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1 **TABLE 1 – REESE LLP LODESTAR**

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<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Lodestar</u>
3 George V. Granade	Partner	400.7	\$1,100	\$440,770
4 Michael R. Reese	Managing Partner	113.7	\$1,300	\$147,810
5 Charles D. Moore	Senior Counsel	49.6	\$950	\$47,120
TOTAL		564.0	TOTAL	\$635,700

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7 60. Reese LLP periodically establishes hourly rates for the firm’s billing personnel.
8 Reese LLP establishes the rates based on prevailing market rates for comparable attorneys and law
9 firms that have attorneys and staff of comparable skill, experience, and qualifications. Reese LLP
10 obtains information concerning market rates of other attorneys that have similar experience doing
11 similar work from information that appears in court filings by other attorneys in fee submissions;
12 decisions on fee awards; MDL submissions by class action attorneys in which Reese LLP is
13 appointed class counsel and in charge of submitting lodestar to presiding courts on a monthly basis;
14 national bar publications and other press on attorney fees; and, through a review of prior orders
15 granting Reese LLP attorneys’ fees in class action litigation. The information obtained by Reese
16 LLP demonstrates that its rates are in line with the market rates charged by attorneys of comparable
17 experience, skill, and reputation for similar class action and complex litigation work.

18 61. The hourly rates for the partners and other attorneys in my firm included in Table
19 1 above are the same as the regular current rates that have been used in the lodestar cross check
20 accepted by courts in other class litigation.

21 62. The prior rates approved by courts for litigation that ended in 2022 were \$1,150 per
22 hour for Michael R. Reese; \$1,000 for George V. Granade; and \$850 for Charles D. Moore. *See*
23 *Mitchell v. Intero Real Estate*, No. 5:18-cv-05623-BLF (N.D. Cal. Oct. 28, 2022) (order granting
24 fee request based on Reese LLP 2022 rates); *see also In re fairlife Milk Products Marketing and*
25 *Sales Practices Litigation*, MDL No. 2909, Lead Case No. 1:19-cv-03924-RMD-MDW (N.D. Ill.
26 Sept. 28, 2022) (order granting fee award based on Reese LLP 2022 rates); *In re Hill’s Pet*
27 *Nutrition, Inc. Dog Food Products Liability Litig.*, No. 2:19-md-02887-JAR-TJJ (D. Kan. July 30,
28 2021) (granting fee award based upon Reese LLP then hourly rate of \$975 for Michael Reese and

1 then hourly rate of \$875 for George Granade); *Lashambae v. Capital One Bank, N.A.*, No. 1:17-
2 cv-06406-VMS (E.D.N.Y. October 1, 2020) (granting fee award based upon Reese LLP then
3 hourly rate of \$950 for Michael Reese); *Luib v. Henkel Consumer Goods, Inc.*, No. 1:17-cv-03021-
4 BMC (E.D.N.Y. Aug. 20, 2019) (granting fee award based upon Reese LLP then hourly rate of
5 \$900 for Michael Reese). My firm has increased its hourly rates for 2023, which is consistent with
6 prior hourly rate increases. The rates for 2023 are reflected in Table 1 above.

7 63. Furthermore, these rates are in line with those charged by law firms in the Los
8 Angeles legal market. For example, in the matter of *Morgan v. United States Soccer Federation,*
9 *Inc.*, No. 19-cv-01717 (C.D. Cal.), that is pending in federal court in Los Angeles, Winston &
10 Strawn LLP recently filed a fee application in which its most senior partner bills at \$1,795 per
11 hour, of counsel at \$1,050 per hour, and senior associates at \$875 per hour. Attached hereto as
12 **Exhibit 5** is a true and correct copy of the Declaration of Jeffrey L. Kessler in Support of Plaintiffs'
13 Motion for Attorneys' Fees and Expenses, filed in the *Morgan* case on November 1, 2022.

14 64. My firm also has reasonably incurred \$23,221.97 in expenses, as summarized in
15 Table 2 below. An itemization of these costs is attached as **Exhibit 6** hereto.

16 **TABLE 2 – REESE LLP EXPENSES**

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<u>Category of Expense</u>	<u>Amount</u>
Fees for filing and courtesy copies	\$6,149.95
Electronic service fees and electronic message board costs	\$494.25
Court reporters	\$926.80
LA Court Connect	\$30.00
Postage	\$18.10
Personal service of documents	\$250.75
Travel costs	\$5,196.12
Mediation fees	\$3,656.00
Top Class Actions	\$6,500.00
TOTAL	\$23,221.97

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 7, 2022, at Santa Monica, California.

By: /s/ George V. Granade
George V. Granade

EXHIBIT 1

RONALD CHINITZ, STEVIE HEMPHILL, and
LINDA GOMEZ, *individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.

TELECOM EVOLUTIONS, LLC, *a California
limited liability company,* and QUALITY
SPEAKS LLC, *a California limited liability
company,*

Defendants.

Superior Court of California, Los Angeles
County, Case No. 18STCV08068

SECOND AMENDED SETTLEMENT AGREEMENT AND RELEASE

I. INTRODUCTION

A. This **Settlement Agreement and Release** (“Agreement”) is made and entered into as of May¹⁹, 2022, by and between **STEVIE HEMPHILL** and **LINDA GOMEZ** (hereinafter referred to as “Plaintiffs” or “Class Representatives”), on behalf of themselves and on behalf of the Certified Class they represent, and **TELECOM EVOLUTIONS, LLC** and **QUALITY SPEAKS, LLC** (“Defendants”). All capitalized terms are defined herein.

B. **Summary.** The **Settlement** as set forth herein (the “Settlement”) provides numerous, significant monetary and non-monetary benefits to Class Members who qualify through the claims process described herein below. Such benefits are described in greater detail herein below, but are summarized as follows:

1. **Monetary Relief.** Each class member who does not opt out and who submits a timely claim form will be entitled to submit a claim for a cash payment consisting of the difference between what the class member paid Defendants for TrueStream service for the period of active service and the amount the class member would have paid during that same period had

he or she elected the comparable ADSL1 package rather than the TrueStream package. For those class members who ordered the TrueStream 768 package, this amounts to \$5.00 per month. For those class members who ordered the TrueStream 1.5 package, this amounts to \$8.00 per month. For those class members who ordered the TrueStream 3.0 package, this amounts to \$13.00 per month. For those class members who ordered the TrueStream 6.0 package, this amounts to \$13.00 per month.

2. Claims Process. The claims process shall require return by U.S. Mail or electronically when possible. In addition to other standard elements, Class Members will be required to state under penalty of perjury that they had AT&T landline phone service during the required time and state the phone number associated with that service.

3. Nonmonetary Relief. Starting June 2017, Defendants stopped offering the old DSL network. Starting in September 2020, Defendants stopped referring to TrueStream as “fiber optic.” Defendants agree to refrain from referring to TrueStream as “fiber optic”, unless they can ensure that TrueStream customers are connected via fiber optic cable between the central office and their home.

II. RECITALS

A. Plaintiffs have brought this Action, *Ronald Chinitz, Stevie Hemphill and Linda Gomez, on behalf of themselves and all others similarly situated, v. Telecom Evolutions, LLC, et al.*, Superior Court of California, County of Los Angeles, Case No. 18STCV08068 (the “**Action**”), as a class action.

B. In the Action, Plaintiffs allege that Defendants deceptively and misleadingly marketed their TrueStream service as providing a “fiber optic” connection when in fact Defendants allegedly provided an inferior, slower copper line connection in violation of California Civil Code § 1750 *et seq.*, California Business and Professions Code § 17500 *et seq.*, California Business and

Professions Code § 17200 *et seq.* Plaintiffs also allege claims for intentional misrepresentation and unjust enrichment.

C. Defendants expressly deny any wrongdoing, do not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against them in the Action, and expressly deny that they have any liability whatsoever in relation to any such facts or claims, but have entered into this Agreement because of the substantial expense and inherent risks of litigation. This Agreement is not, and shall not, in any way be deemed to constitute an admission or evidence of any fault, wrongdoing, or liability on the part of Defendants, nor of any violation of any federal, state, or municipal statute, regulation, or principle of common law or equity, or any other provision having the force and effect of law.

D. The attorneys representing the Settlement Class are experienced in litigating class action claims of the type involved in this Action.

E. The Parties to this Agreement and their respective attorneys of record, considering the risks, uncertainties, delay, and expense involved in the Action, as well as other relevant considerations, have concluded that it is in the best interests of all parties and the Class Members to compromise and fully and finally settle this Action in the manner and upon the terms and conditions hereinafter set forth.

F. The Parties specifically agree that Defendants' execution of this Agreement is not, and shall not be construed as, an admission by Defendants or deemed to be evidence of the validity of any of the claims made by Plaintiffs on behalf of themselves or Class Members, or of any liability to Plaintiffs or to any member of the Class, or that Defendants violated federal, state, or other applicable law.

G. The relief provided to the Class Members and the procedures set forth in this

Agreement for the distribution of relief provide a fair, flexible, speedy, cost-effective, and assured settlement including monetary and non-monetary benefits to the Class Members. Thus, this Agreement provides reasonable benefits to the Class Members while avoiding costly and lengthy litigation of disputed legal and factual issues.

H. Based on Class Counsel’s extensive analysis of the law and facts at issue in this Action, and the fair, flexible, speedy, cost-effective, and assured procedures for providing a settlement including monetary and non-monetary benefits to the Class Members, the Plaintiffs (as Class Representatives and on advice of Class Counsel) have determined that this Settlement with Defendants on the terms set forth below is fair, adequate, and reasonable and, thus, is in the best interests of the Class Members.

III. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

A. “**Claim Form**” means the document to be submitted by Class Members seeking payment pursuant to Section IV.B of this Agreement. The Claim Form will be available online at the Settlement Website, substantially in the form of Exhibit A to this Agreement.

B. “**Claim Period**” means the time period during which Class Members may submit a Claim Form to the Settlement Administrator for review. The Claim Period shall run for a period of one-hundred and eighty (180) calendar days from the date of the first publication of the Class Notice, including in online form or otherwise, unless otherwise ordered by the Court.

C. “**Claimant**” means a Settlement Class Member who submits a claim for payment as described in Section IV.B of this Agreement.

D. “**Class**” or “**Settlement Class**” means and is comprised of all persons in the U.S. who meet all of the following criteria:

1. Who subscribed to “DSL Extreme” TrueStream Service offered by Telecom

Evolutions, Quality Speaks, or IKANO Communications in any of the following packages (only): 768kbps, 1.5mb, 3.0 mb, and 6.0 mb;

2. Who, at the time of service, were eligible for an “ADSL1” package in that they: 1) lived in an area serviced by the “ADSL1” and 2) maintained a standard copper-based phone line with AT&T concurrent with each month their TrueStream service was purchased through Defendants;
3. Who, at the time of service, resided within and had a phone line with one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951;
4. Whose subscription began no earlier than March 1, 2015, and no later than July 14, 2017; and
5. Who do not opt out.

Excluded from the class are: (a) Defendants, Defendants’ board members, executive-level officers, and attorneys, and immediately family members of any of the foregoing persons; (b) governmental entities; (c) the court, the court’s immediate family, and the court staff; and (d) any person that timely and properly excludes himself or herself from the class in accordance with court-approved procedures.

E. “Class Counsel” means Michael R. Reese, George V. Granade, and Charles D. Moore of Reese LLP and Clayton D. Halunen of Halunen Law.

F. “Class List” means a list of all members of the Class, to be generated by Defendants and provided by Defendants to the Settlement Administrator on a confidential basis not more than ten (10) business days after the Court enters Preliminary Approval. The Class List shall be provided in Excel format and include the following information in a

separate field for each of the Class Members, to the extent contained within Defendants' records: First Name, Middle Initial (if available), Last Name, Street Address 1, Street Address 2 if applicable, City, State, Zip Code, Email Address, and Telephone and Cellular Telephone Numbers. Defendants shall provide the last known address for each of the Class Members. Upon request of the Settlement Administrator, and within ten (10) business days of such request, Defendants shall provide on a confidential basis other available requested information, if required to identify or locate Class Members, including Date of Birth information. To the extent necessary, the Parties shall work in good faith to provide the Settlement Administrator all necessary information.

G. “**Class Member**” or “**Settlement Class Member**” means any individual who is a member of the Settlement Class who does not timely Opt Out.

H. “**Class Notice**” or “**Long-Form Notice**” means the legal notice of the proposed Settlement terms, as approved by Class Counsel and Defendants' Counsel, to be provided to potential members of the Settlement Class pursuant to Section VII below. The Class Notice shall be substantially in the form attached hereto as Exhibit B. Any changes to the form of the Class Notice set forth in Exhibit B must be jointly approved in writing by Class Counsel and Defendants' Counsel.

I. “**Class Notice Date**” shall be the date the Class Notice is sent to Class Members.

J. “**Class Notice Plan**” means the plan for publication of Class Notice developed by the Settlement Administrator, which will be attached as an exhibit to the Motion for Preliminary Approval.

K. “**Class Period**” means the period from March 1, 2015 to the date of Preliminary Approval.

L. “**Court**” means the Superior Court for the State of California for the County of Los

Angeles.

M. “Date of this Agreement” means the date set forth in the first paragraph on the first page of this Agreement.

N. “Defendants” means Telecom Evolutions, LLC and Quality Speaks, LLC, their respective present, former, and future affiliates, parents, subsidiaries, corporate family members, officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, investors, and insurers, individually, jointly, and severally.

O. “Defendants’ Counsel” means Gordon Rees Scully Mansukhani, LLP.

P. “Effective Date” means the later of:

1. First calendar day after the Final Approval of this Agreement becomes final and unappealable; or
2. if an appeal is taken from the Final Approval, thirty (30) calendar days after the date on which all appellate rights (including petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for certiorari or any other form of review, and proceedings in the United States Supreme Court or any other appellate court) have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Approval.

Q. “Final Approval” means the Court’s order granting final approval of this Settlement and finally certifying the Settlement Class for settlement purposes only under section 382 of the California Code of Civil Procedure.

R. “Final Approval Hearing” means the hearing before the Court on the Motion for Final Approval of Settlement requesting that the Court enter a Final Award approving the Settlement, as set forth in Section VIII, *infra*. The date and time of the Final Hearing will be

set forth in the Class Notice to Class Members and on the Settlement Website. Any changes to the timing, location, or manner of the Final Approval Hearing will be set forth on the Settlement Website.

S. “**Objection**” means a written objection by a Class Member or counsel for a Class Member to the terms of this Settlement Agreement.

T. “**Package**” means the TrueStream service package (*i.e.* 768kbps, 1.5mb, 3.0 mb, and 6.0 mb).

U. “**Parties**” means the Plaintiffs and Defendants as defined herein.

V. “**Preliminary Approval**” means the Court’s order granting preliminary approval of this Settlement under California Rules of Court and California Code of Civil Procedure.

W. “**Service Award**” means benefits awarded to Plaintiffs in consideration for their service as Class Representatives pursuant to Section IV.C.

X. “**Settlement Administration Process**” means the process administered by the Settlement Administrator through which Class Members receive Class Notice, receive Settlement Administration Notice, receive and complete their Claim Forms, establish their entitlement to participate, and receive the monetary and non-monetary benefits of the Settlement.

Y. “**Settlement Administrator**” means the administrator that has been chosen by the Parties, Kroll LLC, subject to the Court’s approval.

Z. “**Settlement Website**” means the website to be created by the Settlement Administrator for this settlement at www.fiberopticsettlement.com that will include information about the Action and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Long Form Notice, Short Form Notice, and Claim Form. The format and contents of the Settlement Website shall be mutually agreed upon by the Parties

in writing. The Settlement Website shall be activated on the date of the first publication of the Summary Settlement Notice or Class Notice, whichever is earlier, and shall remain active for at least one hundred and twenty (120) calendar days after the Court enters Final Approval. Subject to approval by the Court in accordance with California Rule of Court 3.771(b), the order granting Final Approval will be posted on the Settlement Website.

AA. “**Summary Settlement Notice**” or “**Short Form Notice**” means the Summary Class Notice of proposed class action settlement, to be disseminated substantially in the form of Exhibit C attached to this Agreement. Any changes to the Summary Settlement Notice or Short Form Notice from the form set forth in Exhibit C must be jointly approved by Class Counsel and Defendants’ Counsel.

IV. RELIEF AND BENEFITS

A. Nonmonetary Relief.

1. Starting June 2017, Defendants stopped offering the old DSL network.
2. Starting in September 2020, Defendants stopped referring to TrueStream as “fiber optic.”
3. Defendants agree to refrain from referring to TrueStream as “fiber optic”, unless they can ensure that TrueStream customers are connected via fiber optic cable between the central office and their home.

B. Distribution of Settlement.

1. Monetary Benefits to Class Members.

a. Class Members are entitled to receive a payment upon full and timely completion of a proper and valid Claim Form as more fully set forth below.

b. Each Class Member who does not opt out and who submits a timely Claim Form will be entitled to a cash payment consisting of the difference between (i) what the Class Member paid Defendants for TrueStream service during the period of active service of said Class Member, until the earlier of the date of Preliminary Approval or the date when the Class Member ended their active service, and (ii) the amount the Class Member would have paid during that same period had he or she elected the comparable ADSL1 package rather than the TrueStream package. Payments shall be calculated by and be distributed by the Settlement Administrator as follows:

i. For those Class Members who ordered the TrueStream 768 package, this amounts to \$5.00 per month.

ii. For those Class Members who ordered the TrueStream 1.5 package, this amounts to \$8.00 per month.

iii. For those Class Members who ordered the TrueStream 3.0 package, this amounts to \$13.00 per month.

iv. For those Class Members who ordered the TrueStream 6.0 package, this amounts to \$13.00 per month.

2. Eligibility to Obtain Payment

a. To be eligible for either a cash payment, a Class Member must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

b. Claim Form Availability. The Claim Form shall be in a substantially similar form to that attached as Exhibit A. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Settlement Administrator; (ii) made readily available from the Settlement Administrator, including to anyone requesting a Claim Form from the Settlement Administrator by mail, e-mail, or calling a toll-free number provided by the Settlement Administrator; and (iii) made readily available via a hyperlink that will be emailed to Class Members for whom Defendants has, and/or the Administrator finds, an email address.

c. Timely Claim Forms. Class Members must submit a timely Claim Form. To be timely, the Claim Form must be postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be displayed on the Claim Form and Class Notice as set forth on the Exhibits A and B. For a Claim Form submitted by mail, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an electronically submitted Claim Form, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator or three days after being submitted by the Settlement Class Member, whichever is shorter.

d. Validity of Claim Forms. Class Members must submit a valid Claim Form, which must contain the Class Member's legal first and last name and email address or mailing address, the TrueStream package the Class Member received (*i.e.* 768kbps, 1.5mb, 3.0 mb, or 6.0 mb), and an attestation that they maintained a standard copper-based phone line with AT&T concurrent with each month their TrueStream service was purchased through Defendants. Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will have the sole discretion to determine a Claim Form's validity. Where a good faith basis exists, the Settlement Administrator

may reject a Class Member's Claim Form for, among other reasons, the following:

- i. failure to attest to maintaining a standard copper-based phone line with AT&T concurrent with each month their TrueStream service was purchased through Defendants;
 - ii. failure to identify an address within the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951;
 - iii. failure to provide adequate verification or additional information of the Claim pursuant to a request of the Settlement Administrator;
 - iv. failure to fully complete and sign the Claim Form;
 - v. failure to submit a legible Claim Form;
 - vi. submission of a fraudulent Claim Form;
 - vii. submission of Claim Form that is duplicative of another Claim Form;
 - viii. submission of Claim Form by a person who is not a Class Member;
 - ix. request by person submitting the Claim Form to pay funds to a person or entity that is not the Class Member for whom the Claim Form is submitted;
 - x. failure to submit a Claim Form by the end of the Claim Period; or
 - xi. failure to otherwise meet the requirements of this Agreement or the Claim Form.
- e. Verification of Service May Be Required. The Claim Form shall

advise Class Members that while proof of maintenance of TrueStream services or an AT&T phone line is not required for a valid Claim Form, should good cause exist to doubt the validity of the information provided on the Claim Form, the Settlement Administrator may request verification or more information regarding maintenance of TrueStream services or an AT&T phone line for the purpose of preventing fraud. If the Class Member does not timely comply or is unable to produce documents or additional information to substantiate the information on the Claim Form and the Claim is otherwise not approved, the Settlement Administrator may disqualify the Claim, subject to the agreement of Class Counsel.

f. Claim Form Submission and Review. Claimants may submit a Claim Form either by U.S. mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form's validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by Claimants conform to the requirements of the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, *et seq.*

g. Claim Form Deficiencies. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take adequate and customary steps to request that the Claimant cure the defect and to determine the Claimant's eligibility for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including, but not limited to, attempting to follow up with the Claimant to gather additional information if necessary.

If the Claim Form defect cannot be cured, the Claim Form will be rejected.

h. Failure to Submit Claim Form. Unless a Class Member opts out pursuant to Section VII.C, any Class Member who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment pursuant to this Agreement and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Final Approval to be entered in the Action. Any Settlement Class Member who does not opt out will be bound by the Release in this Agreement and will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning any of the matters subject to the Release.

3. Distribution to Class Members.

a. Defendants will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, funds sufficient to cover the payment of all checks to all Settlement Class Members, into an account established by the Settlement Administrator (“Settlement Fund”), within ten (10) calendar days after the Effective Date.

b. Payments will be distributed in the form of a check to each qualifying Settlement Class Member who did not validly and timely opt out of the Settlement Class.

c. The Settlement Administrator shall begin making payments to Class Members who submit timely, valid, and approved Claims via first-class mail or electronic transfer no later than thirty (30) calendar days after the Effective Date.

d. The Settlement Administrator shall have completed sending the payment to Class Members who have submitted timely, valid, and approved Claims no later than ninety (90) calendar days after the Effective Date.

e. Class Members shall have one hundred and eighty (180) days from the date on which checks are mailed to negotiate their checks. Checks not negotiated within this

one hundred and eighty (180) day period will expire on the first day after the period ends.

f. If any such payment is returned by the U.S. Postal Service as undeliverable, or is not negotiated before it expires, neither Defendants, the Settlement Administrator, nor Class Counsel shall have any further obligations to any of the Class Members as to these payments, except that:

i. For any check returned by the U.S. Postal Service with a forwarding address before the check's expiration date, the Settlement Administrator will mail the check to the forwarding address;

ii. If any of the Class Members contacts the Settlement Administrator or Class Counsel to request a replacement check, the Settlement Administrator will comply with that request by cancelling the initial check and issuing a replacement check, but the replacement check shall expire on the same date as the original check and the replacement check will state this on its face; and

iii. It is the Parties' intent to distribute the entirety of the Settlement Fund to Settlement Class Members. If, after distributing the funds from the Settlement Fund in accordance with Section IV.B, any cash remains in the Settlement Fund from uncashed checks, the funds will be distributed to National Consumer Law Center as a *cy pres* recipient as detailed in Section IV.B.3.g–h below. Under no circumstances shall any cash remaining in the Settlement Fund revert or otherwise be returned to Defendants.

g. In accordance with California Code of Civil Procedure section 384(b), and in accordance with Section V.H below, by no later than ten (10) calendar days before the Final Approval Hearing, the Settlement Administrator will file a report with the Court stating the number of valid, timely, and approved Claims; the number of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash

payments to be made to the Class Members. The total dollar value of the cash payments to be made to the Class Members will be the same as the amount referred to in Section IV.B.3.a above.

h. In accordance with California Code of Civil Procedure section 384(b), the Court shall require the Settlement Administrator to file with the Court a report stating the total amount that was actually paid to the Class Members by no later than two hundred seventy-seven (277) calendar days after the Effective Date. In accordance with section 384(b), after the Court receives said report, the Court shall amend the judgment to direct that the sum of the unpaid residue or unclaimed or abandoned Class Member funds, plus any interest that has accrued thereon, be paid to the National Consumer Law Center as a *cy pres* recipient (in accordance with Section IV.B.3.f.iii above).

4. Taxes. The Parties agree the payments to Class Members are not wages. Each of the Class Members will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment. The Parties also agree that the approved Service Award to the Class Representatives are not wages, and that the Class Representatives will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment, and the Settlement Administrator on Defendants' behalf will issue to the Class Representatives IRS Form 1099 for these payments.

5. Costs and Fees of Claims Administration. Costs and fees of the Settlement Administrator associated with the administration of the settlement by the Settlement Administrator shall be paid, or cause to be paid, by Defendants. Defendants shall pay, or cause to be paid to the Settlement Administrator, any advance deposits required by the Settlement Administrator.

C. Attorneys' Fees and Costs and Class Representative Service Awards.

1. Class Counsel may apply to the Court for an award of attorneys' fees

and costs and Class Representative Service Awards. The application for attorneys' fees and costs shall be in a sum not to exceed Three Hundred Thousand Dollars (\$300,000.00), subject to the Court's Approval ("Class Counsel Fees"). The application for a Class Representative Service Awards shall be in an aggregate sum not to exceed Three Thousand Dollars (\$3,000), subject to the Court's Approval. Defendants agree not to oppose said application(s) to the extent it is consistent with these limitations. By signing this Agreement, the Parties warrant that Class Counsel's attorneys' fees and Class Representative Service Awards were negotiated only after the amount of monetary and non-monetary benefits to Class Members had been agreed upon. Class Counsel will file a Motion for Attorneys' Fees and Class Representative Service Awards in the Action no later than fourteen (14) days before the Objection Deadline.

2. Defendants will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, Class Counsel Fees and Class Representative Service Awards in the amount of up to \$303,000.00 (or any lesser amount awarded by the Court and accepted by Class Counsel and Class Representatives) into an account established by the Settlement Administrator, two hundred seventy (270) calendar days after the Effective Date. Upon payment of said amount, Defendants shall have no further obligation to pay attorney fees incurred or allegedly incurred by or on behalf of the Class Representatives, the Settlement Class, or any Class member, whether individually or collectively, in any way connected with this Action.

3. Class Counsel hereby disclose that they have a joint prosecution agreement ("JPA") with a fee split agreement. That agreement is that attorney's fees and costs will be split as follows: Reese LLP: \$200,000.00 and Halunen Law: \$100,000.00.

V. CLASS NOTICE AND DUTIES AND RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR

Defendants recommend Kroll LLC to be the Settlement Administrator for this Agreement, without objection from Class Counsel. A copy of Kroll LLC's CV is attached as Exhibit D.

Defendants reserve the right to select a different Settlement Administrator if necessary, and prior to filing a Motion for Preliminary Approval, subject to Class Counsel's approval, which shall not be unreasonably withheld. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

A. Costs of Notice and Administration. The costs of Class Notice and the Settlement Administration Process shall be borne and paid for in full by Defendants.

B. Class Notice.

1. After the Court's Preliminary Approval of this Agreement and appointment of the Settlement Administrator, the Settlement Administrator shall be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan that will be attached to the motion for Preliminary Approval, as specified in the Preliminary Approval Order, and as specified in this Agreement.

2. Notice will be provided to the Class Members directly, first via email and then if necessary via mail, using the Class List. Where practicable, each Class Member will receive notice at least once through either channel.

3. Dissemination of the Class Notice shall commence within twenty (20) business days following the Court's Preliminary Approval of this Agreement and appointment of the Settlement Administrator.

4. Notice will first be emailed to Class Members with a valid email address on the Class List.

5. For all Class Members for whom the email notice was returned undeliverable or for whom an email address was not available on the Class List, they will receive

mailed notice via a postcard. The reverse side of the postcard shall contain a Claim Form with return postage.

6. Mailed Notice shall be mailed to each Class Member at their last known mailing address as provided by Defendants, and as updated by the Settlement Administrator using the U.S. Postal Service's database of verifiable mailing addresses (the CASS database), the National Change-of-Address database, and/or other databases readily available to the Settlement Administrator.

7. Where practicable, the Mailed Notice will include an indication that it is a "Class Action Settlement Notice authorized by the Court in *Hemphill v. Telecom Evolutions, LLC, et al.*, Los Angeles Superior Court, Case No. 18STCV08068", and may also include a bar code.

8. For all Mailed Notices returned to the Settlement Administrator undeliverable, the Settlement Administrator will also use available databases as practicable to update the addresses of members of the Settlement Class and will resend to such members who can be located.

9. The Settlement Administrator will also have published a 1/4 page Short Form Notice—or substantially similar—of the Settlement in the Los Angeles Edition of USA Today for four consecutive weeks.

10. All Notice is to be completed within sixty (60) calendar days following the Court's Preliminary Approval of this Agreement.

C. Class Notice Duties. The Settlement Administrator shall, in cooperation with the Parties, be responsible for consulting on and designing the Class Notice, Summary Settlement Notice, and Claim Form. Notice will be by mail and email. Class Notice duties include, but are not limited to:

1. consulting on, drafting, and designing the Class Notice, Summary Settlement Notice, and Claim Form. Class Counsel and Defendants' Counsel shall have input and joint approval rights over these Notices and Form or any changes to the Notices and Form;

2. developing a Notice Plan. Class Counsel and Defendants' Counsel shall have input and joint approval rights over this Notice Plan or changes to this Notice Plan. To the extent that the Settlement Administrator believes additional or different Notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Defendants' Counsel shall have input and joint approval rights in their individual and sole discretion over any additional or different Notice;

3. establishing and publishing the Settlement Website that contains the Class Notice and related documents, including a Claim Form capable of being completed and submitted on-line. The Settlement Website, including the Class Notice, shall remain available for at least 120 days after the Effective Date;

4. sending the Class Notice and related documents, including a Claim Form, via electronic mail, or regular mail for anyone who requests it, to any potential Class Member who so requests and sending such Class Notice and documents to the list of names, provided by Defendants, who are identified by Defendants, based on information in Defendants' business records, as a potential Class Member with an electronic mail address;

5. responding to requests from Class Counsel and Defendants' Counsel; and

6. otherwise implementing and assisting with the dissemination of the Class Notice of the Settlement.

D. Claims Process Duties. The Settlement Administrator shall be responsible for implementing the terms of the Claim Process and related administrative activities, including

communications with Class Members concerning the Settlement, Claim Process, and the options they have. Claims Process duties include, but are not limited to:

1. executing any mailings required under the terms of this Agreement;
2. establishing a toll-free voice response unit to which Class Members may refer for information about the Action and the Settlement;
3. establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;
4. receiving and maintaining on behalf of the Court all correspondence from any Class Member regarding the Settlement, and forwarding inquiries from Class Members to Class Counsel or their designee for a response, if warranted; and (v) receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding any opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Defendants' Counsel a copy within five (5) calendar days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defendants' Counsel with copies.

E. Claims Review Duties. The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Claims Review duties include, but are not limited to:

1. reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement, including, but not limited to whether the person for whom the Claim is made is a Settlement Class Member, and whether it should be allowed, including determining whether a Claim by any Settlement Class Member is timely,

complete, and valid;

2. working with Class Members who submit timely claims to try to cure any Claim Form deficiencies;

3. using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claim Form submissions;

4. keeping an accurate and updated accounting via a database of the number of Claim Forms received, the name and address of the Class Member who made the claim, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

5. otherwise implementing and assisting with the Claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement. For avoidance of doubt, the Settlement Administrator shall have the sole discretion to determine the validity of Claims.

F. Updates. The Settlement Administrator shall provide periodic updates to Class Counsel and Defendants' Counsel regarding Claim Form submissions beginning within seven (7) business days after the commencement of the dissemination of the Class Notice or the Summary Settlement Notice, continuing on a monthly basis thereafter, and shall provide a report to the Court in accordance with Section V.H below not later than ten (10) calendar days before the Final Approval Hearing. The Settlement Administrator shall also provide such updates to Class Counsel or Defendants' Counsel upon request, within a reasonable amount of time.

G. Claims Payment Duties. The Settlement Administrator shall be responsible for sending cash payments to all eligible Class Members with valid, timely, and approved Claims pursuant to the terms and conditions of this Agreement. Claim Payment duties include, but are not

limited to:

1. sending cash payments to Settlement Claim Members who submitted timely, valid, and approved Claim Forms; and
2. once cash payment distributions have commenced to the Class Members pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Defendants' Counsel that includes, but is not limited to, the number of cash awards paid and their value.

H. Reporting to Court. Not later than ten (10) calendar days before the date of the Final Approval Hearing, the Settlement Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; (ii) describes the scope, methods, and results of the notice program; and (iii) calculates the number of valid, timely, and approved Claims; the number of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash payments to be made to the Class Members.

I. Duty of Confidentiality. The Settlement Administrator shall treat any and all documents, communications, and customer, name, mailing or electronic mail address, payment amount information or process and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity, except to the Parties and Class Counsel or as provided for in this Agreement or by Court Order.

J. Right to Request Claims Information. Class Counsel and Defendants' Counsel shall have the right to receive information regarding the number and type of Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

K. Failure to Perform. If the Settlement Administrator misappropriates any funds from the Notice Fund or Settlement Fund or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Defendant, or Defendants' Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

VI. OBJECTION AND REQUESTS FOR EXCLUSION

A. Right to Opt Out.

1. The Class Notice will inform all members of the Settlement Class that, among other things, they are entitled to opt out of this Class Action pursuant to the terms and conditions set forth in said Class Notice.

2. Class Members shall have the right to elect to exclude themselves, or "opt out," of the monetary portion of this Agreement, relinquishing their rights to compensation under this Agreement, and preserving their claims for damages that accrued during the Class Period, pursuant to this section:

a. A Settlement Class Member wishing to opt out of this Agreement must send to the Settlement Administrator, by U.S. Mail, a personally signed letter including his or her name and address and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class.

b. Any request for exclusion or opt out must be postmarked on or before thirty (30) calendar days before the Final Approval Hearing, which date shall be specified in the Preliminary Approval Order. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

c. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Defendants' Counsel and shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the Final Approval Hearing.

d. The Request for Exclusion must be personally signed by the Settlement Class Member.

3. Any Class Member who does not file a timely written request for exclusion as provided in this Agreement shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release in this Action, even if he or she has litigation pending or subsequently initiates litigation against Defendants relating to the claims and transactions released in this Action.

4. If more than ten percent (10%) of the total number of people who otherwise would qualify as a Settlement Class Member validly, timely, and individually opt out of the Settlement, then Defendants may in its sole discretion void and walk away from the Settlement, in which case this Agreement will be vacated, rescinded, cancelled, and annulled, the Parties will return to the *status quo ante* as if they had not entered into this Settlement Agreement. In that event, the Settlement and all negotiations and proceedings related to the Settlement will be without prejudice to the rights of the Parties, and evidence of the Settlement, the Settlement Agreement, negotiations, and proceedings will be confidential, inadmissible, will not be discoverable, and shall

not be referred to or utilized for any purpose whatsoever, and any negotiations, terms, and entry into the Settlement Agreement shall remain subject to the provisions of Rule 408, Fed. R. Evid., and any similar state law.

B. Objections. Class Members shall have the right to object to this Settlement and to appear and show cause, if they have any reason why the terms of this Agreement should not be given Final Approval, pursuant to this paragraph:

1. A Class Member may object to the settlement contemplated in this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.

2. Any person who submits a Request for Exclusion or “Opt Out” as provided above may not submit an objection to the settlement contemplated in this Agreement.

3. Any objection to the settlement contemplated in this Agreement must be in writing, personally signed by the Class Member (and his or her attorney, if individually represented), and sent to the Settlement Administrator by U.S. Mail postmarked no later than thirty (30) calendar days before the Final Approval Hearing.

4. The Settlement Administrator shall forward copies of any written objections to Class Counsel and Defendants’ Counsel no later than twenty-one (21) calendar days before the Final Approval Hearing.

5. Any objection regarding or related to the settlement contemplated in this Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Chinitz v. Telecom Evolutions, LLC, et al.*, Los Angeles Superior Court, Case No. 18STCV08068”.

6. Any objection regarding or related to the settlement contemplated in this Agreement shall contain information sufficient to identify and contact the objecting Class Member

(or his or her individually hired attorney, if any) and a clear and concise statement of the Class Member's objection.

7. Any objection shall include documents sufficient to establish the basis for the objector's standing as a Class Member, such as: (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form attached hereto as Exhibit A, that the Class Member purchased a Package during the Class Period, had an AT&T phone line concurrent with each month their TrueStream service was purchased through Defendants, and resided within and had a phone line with one of the following areas codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; or (ii) documents reflecting such Package, landline, and area code.

8. Class Counsel and Defendants' Counsel shall have the right to respond to any objection no later than seven (7) calendar days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand, or overnight delivery, to the objecting Class Member or to the individually hired attorney for the objecting Class Member, to Class Counsel, and to Defendants' Counsel.

9. Any Class Member who fails either to send an objection in the manner specified herein or, alternatively, to appear at the Final Approval Hearing and ask to speak regarding their objection, shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement. No Class Member shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval except by either (i) filing and serving a timely written objection in accordance with the provisions of this Settlement Agreement or (ii) alternatively, appearing at the

Final Approval Hearing and asking to speak regarding their objection.

C. Class Members may not both object and opt out of the Settlement. Any Settlement Class Member who wishes to object must timely submit an objection as set forth above. If a Settlement Class Member submits both an objection and a written request for exclusion, he or she shall be deemed to have complied with the terms of the procedure for requesting exclusion as set forth above and shall not be bound by the Agreement if approved by the Court and the objection will not be considered by the Court.

D. The Settlement Administrator will file a copy of each Objection and or Opt-Out received in the Action, with the requisite postmark, which will result in a copy being disseminated to Class Counsel and Defendants' Counsel.

VII. **RELEASE OF CLAIMS**

A. **Class Members' Releases and Waivers of Claims.** Two hundred seventy (270) calendar days after the Effective Date, for the Class Members' benefit and for other good and valuable consideration under terms of this Settlement, the receipt and sufficiency of which is hereby acknowledged, all Class Members (including the Class Representatives), and each of their respective present, former, and future spouses, heirs, executors, trustees, guardians, wards, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, affiliates, parents, subsidiaries, corporate family members, officers, directors, employees, members, member entities, shareholders, principals, vendors, and insurers, individually, jointly, and severally, and all those acting or purporting to act on their behalf, shall be deemed to fully and forever release, waive, acquit, and discharge Defendants, its insurers, its present, former, and future successors, assigns, affiliates, lenders, equity owners, investors, parents, subsidiaries, and corporate family members, and each of their respective officers, directors, partners, employees, agents, heirs, administrators, executors,

members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, lenders, equity owners, and investors, individually, jointly, and severally (collectively, “Released Parties”) from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action that the Settlement Class now has or has had, or hereafter can, shall, or may have arising out of the March 1, 2015 to May 18, 2022 facts alleged in the Action including claims of improper or false advertising, unfair business practices, misrepresentation, fraud, and/or unjust enrichment (“Released Claims”). It is expressly intended and understood by the Parties that this Agreement is to be construed as a complete settlement, accord, and satisfaction of the Class Members’ Released Claims, even if the Class Members never received actual notice of the Settlement prior to the Final Approval Hearing. The terms of said release as set forth above shall be set forth in the Court’s Final Approval Order.

VIII. NO ADMISSION OF LIABILITY

A. **No Admission.** Defendants expressly denied and continue to deny any fault, wrongdoing or liability whatsoever arising out of the conduct alleged in the Action. Defendants expressly deny any fault, wrongdoing, or liability whatsoever, as well as the validity of each of the claims and prayers for relief asserted in the Action, including the appropriateness of class certification, except for settlement purposes of this Action. Defendants have entered into this Agreement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, the inherent risks involved in litigation, and the disruption to its business operations were the Action to continue. The Parties expressly acknowledge and agree that neither the fact of, nor any provision contained in, this Agreement, nor the implementing documents or actions taken under them, nor Defendants’ willingness to enter into this Agreement, nor the content or fact

of any negotiations, communications, and discussions associated with the Settlement, shall constitute or be construed as an admission by or against Defendants of any fault, wrongdoing, violation of law, or liability whatsoever, or the validity of any claim or fact alleged in this Action.

IX. COURT APPROVAL OF THE PROPOSED SETTLEMENT; AND FINAL APPROVAL

A. Preliminary Settlement Approval. As soon as practicable after the Parties execute this Agreement, the Parties will present this Agreement to the Court for preliminary Settlement approval and will request by filing a Motion for Preliminary Approval of Settlement that the Court enter a Preliminary Approval.

B. Final Approval.

1. On the date set by the Court for the Final Approval Hearing, the Class Representatives shall request that the Court review any petitions to intervene or Objections to the Agreement which have been timely filed and conduct such other proceedings (including the taking of testimony, receipt of legal memoranda, and hearing of arguments from the Parties or others properly present at the Final Approval Hearing) as the Court may deem appropriate under the circumstances.

2. At the Final Approval Hearing, the Class Representatives shall request that the Court enter a Final Approval, which, among other things:

a. Finally approves, without material alteration, the proposed Settlement, pursuant to the terms of this Agreement;

b. Finds that the terms of this Agreement are fair, reasonable, adequate, in the best interests of to the Settlement Class, and free of collusion among the parties or any other indicia of unfairness;

c. Provides that the Class Members shall be bound by this

Agreement, including the release of claims set forth in this Agreement, and permanently enjoin each and every Settlement Class Member from bringing, joining, continuing, or voluntarily participating in any claims or proceedings on any claims set forth in this Agreement against Defendants;

d. Finds that the Class Notice satisfies the requirements of due process;

e. Approves the amount of attorneys' fees and costs in accordance with this Agreement to be paid to Class Counsel;

f. Protects the confidentiality of the names and addresses of the Class Members and other information as set forth herein; and

g. Retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Agreement.

C. **Effect of Disapproval.** In the event that the Court does not enter a Preliminary Approval or does not thereafter enter a Final Approval, the Parties shall negotiate in good faith to resolve the deficiencies for purposes of obtaining approval by the Court. However, nothing in this Paragraph, nor elsewhere in this Settlement Agreement, shall be construed as requiring a party to agree to alter his, her, or its rights and obligations as set forth in this Settlement Agreement. In the event that the Court does not enter a Preliminary Approval or does not thereafter enter a Final Approval, or should the Final Award Approval not occur for any reason, or in the event that the Settlement set forth in the Settlement Agreement is terminated, canceled, declared void, or fails to become effective for any reason, then no payments shall be made or distributed to anyone, and this Settlement Agreement shall be deemed null and void *ab initio*, this Settlement Agreement shall be of no force and effect whatsoever, and the Parties are returned to their prior positions in the Action. In such case, the Settlement Agreement shall not be referred to or utilized for any purpose

whatsoever, and any negotiations, terms and entry into the Settlement Agreement shall be subject to the provisions of Rule 408, Fed. R. Evid., and any similar state law.

X. MISCELLANEOUS PROVISIONS

A. Communications with Class Members. The Parties agree that Class Counsel may communicate directly with the Class Members to ensure as much participation in the Settlement as possible and/or to answer questions, as needed. The Parties also agree that Defendants may communicate with its customers, members, or prospective customers or members, including the Class Members, in the ordinary course of business.

B. Authority. The signatories below represent they are fully authorized to enter into this Agreement and to bind the Parties and the Class Members.

C. Best Reasonable Efforts and Mutual Full Cooperation. The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Settlement. The Parties to this Agreement will use their best reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it and to ensure that checks are mailed to the Class Members in a timely manner. As soon as practicable after execution of this Agreement, Class Counsel will, with the assistance and cooperation of Defendants and its counsel, take all necessary steps to secure the Court's final approval of the Parties' Settlement on the terms set forth herein.

D. Entire Agreement. This Agreement constitutes the full and entire agreement among the Parties with regard to the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior representation, agreement, promise, or warranty, oral

or otherwise, except for those that are expressly set forth in or attached to this Agreement.

E. Binding. This Agreement, including the Introduction, the Recitals, the Definitions, and all other sections, will be binding upon and will inure to the benefit of the Parties and their respective present, former, and future spouses, guardians, wards, representatives, agents, attorneys, partners, predecessors, successors, transferees, investors, affiliates, parents, subsidiaries, corporate family members, officers, directors, employees, members, member entities, shareholders, principals, vendors, attorneys, and insurers, individually, jointly, and severally, and all those acting or purporting to act on their behalf, heirs, trustees, executors, administrators, successors, transferees, and assigns.

F. No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released or discharged in this Settlement except as set forth in this Agreement.

G. Construction. The Parties agree that the terms and conditions of this Agreement are the result of extensive, arms-length negotiations between the Parties, during which the Parties were adequately represented by counsel, and that this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or the Party's counsel participated in the drafting of this Agreement.

H. Construction of Captions and Interpretations. Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

I. Notices. Unless otherwise specifically provided in this Agreement, should any notices, demands, or other communications be required after entry of the Court's Final

Approval, they will be in writing and will be deemed to have been duly given as of the third business day after mailing by U.S. Mail, certified mail, return receipt requested, and sending by email, addressed as follows:

Class Counsel
Michael R. Reese, Esq.
Reese LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Tel.: 212-643-0500
Fax.: 212-253-4272
mreese@reesellp.com

George V. Granade, Esq.
Reese LLP
8484 Wilshire Boulevard, Suite 515
Los Angeles, California 90211
Tel.: 310-393-0070
Fax.: 212-253-4272
ggranade@reesellp.com

Charles D. Moore, Esq.
Reese LLP
100 South 5th Street, Suite 1900
Minneapolis, Minnesota 55402
Tel.: 212-643-0500
Fax.: 212-253-4272
cmoore@reesellp.com

Class Counsel
Clayton D. Halunen, Esq.
Halunen Law
1650 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402
Tel.: 612-605-4098
Fax.: 612-605-4099
halunen@halunenlaw.com

Counsel for Defendants
Fletcher C. Alford, Esq.
Louis A. Dorny, Esq.
Gordon Rees Scully Mansukhani, LLP
275 Battery Street, Suite 2000
San Francisco, California 94111
Tel.: 415-875-3115
Fax.: 415-262-3710
falford@grsm.com
ldorny@grsm.com

Any communication made in connection with this Agreement shall be deemed to have been served when sent by overnight delivery or registered or certified first-class U.S. Mail, postage prepaid, or when delivered in person at the addresses designed above, with a copy also sent

by email to the email addresses set forth above.

J. Class Signatories. The Parties agree that because the Class Members are so numerous, it is impossible and impracticable to have each of the Class Members execute this Agreement. Therefore, the Class Notice will advise all Class Members of the binding nature of the Settlement Agreement and Release and that it will have the same force and effect as if executed by each of the Class Members.

K. Choice of Law. This Agreement shall be interpreted, construed, and governed by California law without regard to application of the choice of law rules of any jurisdiction.

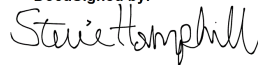
L. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Agreement, which will be binding upon and effective as to all Parties, subject to the Court’s approval.

M. Amendments. This Agreement may be amended in writing and by mutual agreement of the Parties’ counsel in order to effectuate its terms, subject to approval of the Court to any such amendments.

N. Attorney Fees and Costs. Except as otherwise specifically provided herein, each Party shall bear his or their, or its own attorney fees and costs.

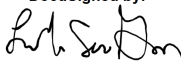
O. Execution. The undersigned, being duly authorized, have caused this Settlement Agreement and Release to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all the undersigned.

Dated: 5/23/2022

DocuSigned by:

D14A0472BD4949B...

STEVIE HEMPHILL

Dated: 5/23/2022

DocuSigned by:

9DD0D95310A24E8...

LINDA GOMEZ

Approved as to form and content:

Dated: 5/24/2022

DocuSigned by:

Michael Reese

47379CE8E501475...

MICHAEL R. REESE
Proposed Class Counsel

Dated: 5/23/2022

DocuSigned by:

George Granade

DAF32E116E3F4A6...

GEORGE V. GRANADE
Proposed Class Counsel

Dated: 5/23/2022

DocuSigned by:

Charles D. Moore

24ED78545E85488...

CHARLES D. MOORE
Proposed Class Counsel

Dated: 5/23/2022

DocuSigned by:

Clayton D. Halunen

27D1CE0404EE413...

CLAYTON D. HALUNEN
Proposed Class Counsel

Dated: 5/19/2022

TELECOM EVOLUTIONS, LLC

By: _____

James Murphy - CEO

Printed Name & Title

Dated: 5/19/2022

QUALITY SPEAKS, LLC

By: _____

James Murphy - CEO

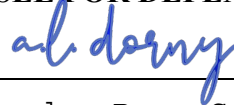
Printed Name & Title

Approved as to form and content:

Dated: May 19, 2022

COUNSEL FOR DEFENDANT

By: _____



A. Louis Dorny, Gordon Rees Scully Mansukhani, LLP

Printed Name & Title

EXHIBIT A

CLAIM FORM REMINDER CHECKLIST

Before submitting this Claim Form, please make sure you:

1. Complete all fields in Section A (Name and Contact Information) of this Claim Form.
2. In Section B of this Claim Form, list all of the DSL Extreme TrueSTREAM service packages that you purchased and the related dates of purchase. Additionally, provide the phone number associated with your TrueSTREAM service.

To receive Settlement benefits, you MUST have resided within, and had a phone line with, one of the following area codes during every month of TrueSTREAM service that you list in Section B below: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951.

Additionally, you MUST have maintained a standard copper-based phone line with AT&T during every month of TrueSTREAM service that you list in Section B below.

3. YOU MUST sign the Attestation under penalty of perjury in Section C of this Claim Form.

Your claim must
be postmarked by:
XXXX XX, 2022

Chinitz et al. v. Telecom Evolutions, LLC et al.
Claim Form

BBG
Claim Form

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

E-Mail Address

SECTION B: SERVICE INFORMATION

Provide the following information regarding your service:

Phone Number Associated with TrueSTREAM Service.

Note: To receive Settlement benefits, you MUST have resided within, and had a phone line with, one of the following area codes during every month of TrueSTREAM service that you list in the form below: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951.

Additionally, you MUST have maintained a standard copper-based phone line with AT&T during every month of TrueSTREAM service that you list in the form below.

Select all that apply:

TrueSTREAM Service Package	Date Service Began (MM/YY)	Date Service Ended (MM/YY)
<input type="checkbox"/> TrueSTREAM 768 kb		
<input type="checkbox"/> TrueSTREAM 1.5 mb		
<input type="checkbox"/> TrueSTREAM 3.0 mb		
<input type="checkbox"/> TrueSTREAM 6.0 mb		


I elect to receive my settlement payment via (select 1):


Check


Digital Transfer

If you elect to receive payment via check, it will be mailed to the address provided above. If you elect to receive payment via digital transfer, please select one of the following:

Payment Options

 **mastercard.**
Most widely accepted prepaid card ⓘ
Use with Apple Pay, Google Pay, Samsung Pay


 **PayPal**
No bank account required ⓘ


 **venmo**
No bank account required ⓘ

GET A PREPAID MASTERCARD

USE PAYPAL

USE VENMO

 **DIRECT DEPOSIT**
Direct to your bank account ⓘ

 **zelle**
Direct to your bank account ⓘ

USE DIRECT DEPOSIT

USE ZELLE

If you prefer to receive a paper check instead of a faster and more convenient option listed above, click this [link](#).

If your claim is determined to be valid, you will be mailed a check. If you prefer electronic payment, this Claim Form must be filed online. Electronic payment options include PayPal, Venmo, Zelle, ACH, and virtual Mastercard.

SECTION C: ATTESTATION UNDER PENALTY OF PERJURY

I declare, under penalty of perjury, that the information in the Claim Form is true and correct to the best of my knowledge, including the Phone Number Associated With TrueSTREAM Service stated above, and that I purchased the TrueSTREAM Service Packages claimed above within the time periods stated above.

I further declare, under penalty of perjury, that I resided within, and had a phone line with, one of the following area codes during every month of TrueSTREAM service that I listed in this Claim Form: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951.

I further declare, under penalty of perjury, that I maintained a standard copper-based phone line with AT&T during every month of TrueSTREAM service that I listed in this Claim Form.

I understand that my Claim Form may be subject to audit, verification, and Court review. While proof of maintenance of TrueSTREAM services or an AT&T phone line is not required for this Claim Form to be valid, should good cause exist to doubt the validity of the information provided on the Claim Form, the Settlement Administrator may request verification or more information regarding maintenance of TrueSTREAM services or an AT&T phone line for the purpose of preventing fraud.

Neither I nor anyone from my household have previously submitted a Claim Form in this Settlement.

Signature

Date

Print Name

Please note that you will not be eligible to receive any Settlement benefits unless you sign above.

EXHIBIT B

Chinitz v. Telecom Evolutions, LLC, No. 18STCV08068 (Cal. Super. Ct. Los Angeles Cty.)

If your subscription to DSL Extreme’s TrueSTREAM internet service began between March 1, 2015, and July 14, 2017, you may be entitled to benefits under a class action settlement.

A California state court authorized this Notice. This is not a solicitation.

- A proposed California state settlement (“Settlement”) has been reached in a class action lawsuit involving Defendants Telecom Evolutions, LLC, and Quality Speaks LLC (together, “DSL Extreme”) regarding the marketing and sale of their TrueSTREAM internet service in California as “fiber optic.” The Settlement resolves litigation over whether DSL Extreme violated California state false advertising laws in marketing and selling TrueSTREAM as “fiber optic.” DSL Extreme denies that it did anything wrong. The Court has not decided who is right.
- You may be eligible to participate in the proposed Settlement if (i) you purchased one or more of four TrueSTREAM internet service packages (768 kb, 1.5 mb, 3.0 mb, and 6.0 mb); (ii) you maintained a standard copper-based phone line with AT&T concurrent with each month you purchased the TrueSTREAM service; (iii) you resided within, and had a phone line with, one of the area codes listed in Section 5 below; and (iv) your TrueSTREAM subscription **began between March 1, 2015, and July 14, 2017**. If the Court approves the Settlement, DSL Extreme has agreed to make a cash payment to each Settlement Class Member who submits a timely, valid Claim Form, as follows:
 - For the Settlement Class Members who had the TrueSTREAM 768 kbps package, **\$5.00 per month for each month they had active service**, until [insert the date of Preliminary Approval].
 - For the Settlement Class Members who had the TrueSTREAM 1.5 mb package, **\$8.00 per month for each month they had active service**, until [insert the date of Preliminary Approval].
 - For the Settlement Class Members who had the TrueSTREAM 3.0 mb package, **\$13.00 per month for each month they had active service**, until [insert the date of Preliminary Approval].
 - For the Settlement Class Members who had the TrueSTREAM 6.0 mb package, **\$13.00 per month for each month they had active service**, until [insert the date of Preliminary Approval].
- **YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**
- If the Court approves the Settlement, DSL Extreme may be required to pay service awards to the Class Representatives who pursued this litigation; attorneys’ fees and costs to the lawyers who brought the lawsuit; and the costs of Class Notice and the Settlement Administration Process. Plaintiffs will request service awards up to \$3,000 in the aggregate as well as up to \$300,000 in attorneys’ fees and costs. These payments will not reduce the amount of relief available to Settlement Class Members.
- If you are a Settlement Class Member, your legal rights are affected whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p align="center">SUBMIT A CLAIM FORM BY [INSERT DEADLINE]</p>	<p>SUBMITTING A CLAIM FORM IS THE ONLY WAY TO GET A PAYMENT AS PART OF THIS SETTLEMENT. You may make a Claim for Settlement relief by (1) submitting a Claim Form online at www.fiberopticsettlement.com; (2) mailing the Claim Form to [insert administrator address]; or (3) if you received notice via a postcard, the postcard contains a Claim Form which may be completed and mailed to the Settlement Administrator.</p>
<p align="center">EXCLUDE YOURSELF FROM THE SETTLEMENT BY [INSERT DEADLINE]</p>	<p>If you are a Settlement Class Member and you request to be excluded from the Settlement, you won't be eligible to receive any money, but you will keep any rights to sue DSL Extreme separately over the legal claims in this lawsuit. This is the only option that allows you to ever be a part of any other lawsuit against DSL Extreme about the legal claims in this case.</p>
<p align="center">OBJECT TO THE SETTLEMENT BY [INSERT DEADLINE]</p>	<p>If you are a Settlement Class Member and you would like to object to the Settlement, you must (1) mail a written objection to the Settlement Administrator or (2) appear at the Final Approval Hearing and ask to speak. A written objection must meet all requirements in Section 16 below. Even if you file a valid and timely objection, you can still submit a claim for money.</p>
<p align="center">GO TO THE FINAL APPROVAL HEARING ON [INSERT HEARING DATE] AT [INSERT HEARING TIME]</p>	<p>You may speak in Court about the fairness of the Settlement.</p> <p>The Court has scheduled a Final Approval Hearing for [insert date] at [insert time] at the Superior Court of California, Los Angeles County, before the Honorable Amy D. Hogue, Department 7, at 312 North Spring Street, Los Angeles, California 90012. At that time, the Court will decide whether to give Final Approval to the Settlement. The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak. The longstanding face mask mandate in Los Angeles County courthouses was lifted effective April 4, 2022, but the use of well-fitting medical masks or respirators is strongly recommended. Please visit www.lacourt.org for information and updates regarding use of face masks.</p> <p>The hearing may be held virtually and may be moved to a different date or time without additional notice.</p> <p>It is not necessary for you to appear at this hearing, but you may attend at your own expense.</p>
<p align="center">DO NOTHING</p>	<p>If you are a Settlement Class Member and you do nothing, you will not receive any money as part of the Settlement. You also will never be able to sue DSL Extreme separately over the legal claims in this lawsuit and will be bound by any judgment.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.fiberopticsettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made on valid and timely claims if the Court approves the Settlement and after any appeals are resolved. Please be patient.

QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT WWW.FIBEROPTICSETTLEMENT.COM

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1. Why was this notice issued?

The Court (as defined below) has authorized this Notice to inform you of a proposed Settlement of a class action lawsuit that may affect your rights. You have legal rights and options that you may exercise, as explained in this Notice, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any appeals are resolved, an administrator appointed by the Court will make payments as provided by the Settlement. Because your rights may be affected by this Settlement, it is important that you read this Notice carefully.

If you received a Notice by email or mail, it is because records obtained in this case indicate that you may have purchased TrueSTREAM internet service from DSL Extreme beginning on a date between March 1, 2015, and July 14, 2017. As a result, you may be a Settlement Class Member (see Section 5 below for details).

Judge Amy D. Hogue of the Superior Court of the State of California for Los Angeles County (the “Court”), is currently overseeing the case. The case is called *Chinitz v. Telecom Evolutions, LLC*, Case No. 18STCV08068 (Cal. Super. Ct. Los Angeles Cty.). The individuals who sued are called the “Plaintiffs,” and the companies Plaintiffs sued, Telecom Evolutions, LLC, and Quality Speaks LLC, are collectively referred to herein as “DSL Extreme.”

2. What is this lawsuit about?

The lawsuit alleges that the “fiber optic” statements in the marketing of DSL Extreme’s TrueSTREAM internet service were misleading. Plaintiffs allege DSL Extreme’s conduct violated California deceptive business practices statutes, constituted intentional misrepresentation under California law, and gave rise to DSL Extreme being unjustly enriched in violation of California law. These California laws allow Plaintiffs to recover money damages and to get a court order stopping the deceptive marketing.

DSL Extreme denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to the Settlement Class. **The Court has not decided who is right.**

3. Why is this a class action?

In a class action, one or more people called “Class Representative(s)” (in this case, Plaintiffs Stevie Hemphill and Linda Gomez) sue on behalf of a group (or groups) of people who have similar claims. All the people who have similar claims are in a “class” and are “class members,” except for those who exclude themselves from the class. California Superior Court Judge Amy D. Hogue in the Superior Court of California, County of Los Angeles is in charge of this class action.

4. Why is there a Settlement?

DSL Extreme denies any wrongdoing and both sides want to avoid the costs of further litigation. The Court has not decided in favor of the Plaintiffs or DSL Extreme. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

5. **How do I know if I am a Settlement Class Member?**

The Court has decided that the Settlement Class includes all persons who meet **all of the following requirements**:

- (a) Subscribed to DSL Extreme's TrueSTREAM internet service in one or more of the following packages (only): 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb;
- (b) Who, at the time of service, were eligible for an "ADSL1" package in that they: 1) lived in an area serviced by the "ADSL1" and 2) maintained a standard copper-based phone line with AT&T concurrent with each month their TrueSTREAM service was purchased through DSL Extreme;
- (c) Who, at the time of service, resided within, and had a phone line with, one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; and
- (d) Whose TrueSTREAM subscription began no earlier than March 1, 2015, and no later than July 14, 2017.

Excluded from the Settlement Class and Settlement Class Members are: (a) the directors, officers, employees, and attorneys of DSL Extreme, its parents and subsidiaries, and any other entity in which DSL Extreme has a controlling interest; (b) governmental entities; (c) the Court, the Court's immediate family, and Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

6. **Which TrueSTREAM internet services are included in the Settlement?**

The internet services covered by this Settlement are DSL Extreme's TrueSTREAM internet services in the following packages only: 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb.

7. **What if I am still not sure if I am included in the Settlement Class?**

If you are not sure whether you are a Settlement Class Member, or if you have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.fiberopticsettlement.com, or call the following toll-free number, **[INSERT TOLL FREE NUMBER]**.

SETTLEMENT BENEFITS

8. **What does the Settlement provide?**

The Settlement provides for (1) monetary payments for timely, valid Claims submitted by Settlement Class Members; (2) monetary payment for the costs of Class Notice and the Settlement Administration Process; (3) subject to Court approval, monetary payments for Plaintiffs' counsel's attorneys' fees and costs and for service awards for Plaintiffs Stevie Hemphill and Linda Gomez for serving as the Class Representatives; and (4) nonmonetary relief, in which DSL Extreme has agreed to refrain from referring to TrueSTREAM internet service as "fiber optic" unless it can ensure that TrueSTREAM customers are connected via fiber optic cable between the central office and their homes. Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash payment from the Settlement. **SUBMITTING A TIMELY, VALID CLAIM FORM IS THE ONLY WAY TO GET A PAYMENT AS PART OF THIS SETTLEMENT.**

9. **What can I get from the Settlement?**

If you are a Settlement Class Member and you submit a valid Claim Form by the deadline, [INSERT DEADLINE], you can get a payment from the Settlement. The payment will be

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT WWW.FIBEROPTICSETTLEMENT.COM

determined as follows:

- (a) For those Settlement Class Members who ordered the TrueStream 768 kbps package, \$5.00 per month for each month they had active service, until **[INSERT THE DATE OF PRELIMINARY APPROVAL]**.
- (b) For those Settlement Class Members who ordered the TrueStream 1.5 mb package, \$8.00 per month for each month they had active service, until **[INSERT THE DATE OF PRELIMINARY APPROVAL]**.
- (c) For those Settlement Class Members who ordered the TrueStream 3.0 mb package, \$13.00 per month for each month they had active service, until **[INSERT THE DATE OF PRELIMINARY APPROVAL]**.
- (d) For those Settlement Class Members who ordered the TrueStream 6.0 mb package, \$13.00 per month for each month they had active service, until **[INSERT THE DATE OF PRELIMINARY APPROVAL]**.

10. What am I giving up if I stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue DSL Extreme, continue to sue, or be part of any other lawsuit against DSL Extreme about the Released Claims in this Settlement. Also, if you do not exclude yourself from the Settlement, all of the decisions by the Court will bind you. The full Release set forth in the Settlement Agreement is quoted in the paragraph below. The Release describes exactly the legal claims that you give up if you stay in the Settlement Class. The full Settlement Agreement is available at the Settlement Website, www.fiberopticsettlement.com.

Class Members' Releases and Waivers of Claims. Two hundred seventy (270) calendar days after the Effective Date, for the Class Members' benefit and for other good and valuable consideration under terms of this Settlement, the receipt and sufficiency of which is hereby acknowledged, all Class Members (including the Class Representatives), and each of their respective present, former, and future spouses, heirs, executors, trustees, guardians, wards, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, affiliates, parents, subsidiaries, corporate family members, officers, directors, employees, members, member entities, shareholders, principals, vendors, and insurers, individually, jointly, and severally, and all those acting or purporting to act on their behalf, shall be deemed to fully and forever release, waive, acquit, and discharge Defendants, its insurers, its present, former, and future successors, assigns, affiliates, lenders, equity owners, investors, parents, subsidiaries, and corporate family members, and each of their respective officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, lenders, equity owners, and investors, individually, jointly, and severally (collectively, "Released Parties") from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action that the Settlement Class now has or has had, or hereafter can, shall, or may have arising out of the March 1, 2015 to May 18, 2022 facts alleged in the Action including claims of improper or false advertising, unfair business practices, misrepresentation, fraud, and/or unjust enrichment ("Released Claims"). It is expressly intended and understood by the Parties that this Agreement is to be construed as a complete settlement, accord, and satisfaction of the Class Members' Released Claims, even if the Class Members never received actual notice of the Settlement prior to the Final Approval Hearing. The terms of said release as set forth above shall be set forth in the Court's Final Approval Order.

QUESTIONS? CALL **[TOLL FREE NUMBER] OR VISIT WWW.FIBEROPTICSETTLEMENT.COM**

11. How can I get a Settlement payment?

TO BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU MUST COMPLETE AND SUBMIT A TIMELY CLAIM FORM. You can complete and submit your Claim Form online at the Settlement Website, www.fiber optic settlement.com. The Claim Form can be downloaded from the Settlement Website, as well. You can request a Claim Form to be sent to you by sending a written request to the Settlement Administrator by mail or by email.

MAIL: [INSERT ADDRESS]

EMAIL: [INSERT EMAIL ADDRESS]

Please read the instructions carefully, fill out the Claim Form, and mail it via first-class United States Mail, postmarked no later than [INSERT DEADLINE] to: Settlement Administrator, [INSERT ADDRESS]. Or, alternatively, you may submit your Claim Form online at the Settlement Website, www.fiber optic settlement.com, by [INSERT DEADLINE].

Alternatively, if you receive notice via a postcard, the postcard contains a Claim Form which may be completed and mailed to the Settlement Administrator.

IF YOU DO NOT SUBMIT A VALID CLAIM FORM BY THE DEADLINE, YOU WILL NOT RECEIVE A PAYMENT.

12. When will I get my Settlement payment?

Payments will be sent to Settlement Class Members who send in valid and timely Claim Forms after the Court grants “Final Approval” to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after the Final Approval Hearing on [INSERT DATE], there may be appeals. If there are appeals, it’s always uncertain whether they can be resolved, and resolving them can take time.

IF YOU DO NOTHING

13. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself from the Settlement, you cannot sue DSL Extreme, continue to sue, or be part of any other lawsuit against DSL Extreme about the Released Claims in this Settlement. Also, if you do not exclude yourself from the Settlement, all of the decisions by the Court will bind you. Section 10 above quotes the full Release from the Settlement Agreement, which describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, www.fiber optic settlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be legally bound by the Settlement or the Court’s judgment in this class action, and instead you want to keep the right to sue or continue to sue DSL Extreme on your own about the claims released in this Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself, or it is sometimes referred to as “opting out” of the Settlement Class. If you exclude yourself from the Settlement Class, you will not receive any money from the Settlement and cannot object to the Settlement.

14. How do I get out of the Settlement?

To exclude yourself or opt out from the Settlement, you must mail to the Settlement Administrator a

QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT WWW.FIBEROPTICSETTLEMENT.COM

written request that includes the following:

- Your name and address;
- The name of the case: *Chinitz v. Telecom Evolutions, LLC*, Case No. 18STCV08068 (Cal. Super. Ct. Los Angeles Cty.);
- A statement that you want to be excluded from this Settlement; and
- Your signature. Your exclusion request must be personally signed.

You must mail your exclusion request via first-class United States Mail, postmarked no later than **[INSERT DEADLINE]**, to:

[INSERT ADDRESS]

If you do not include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue DSL Extreme about the claims in this lawsuit.

15. If I do not exclude myself, can I sue DSL Extreme for the same thing later?

No. Unless you exclude yourself, you give up any right to sue DSL Extreme for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Action relating to the Settlement Agreement.

16. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

17. How can I tell the Court if I do not like the Settlement?

A Settlement Class Member may object to the proposed Settlement. A Settlement Class Member may object to the Settlement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any written objection must be personally signed by the Settlement Class Member (and his or her attorney, if individually represented), and sent by U.S. Mail to the Settlement Administrator at the address set forth below, postmarked no later than **[INSERT DEADLINE]**.

Additionally or alternatively, regardless of whether the requirements in this Section for written objections have been met, the Court will hear from any Settlement Class Member who attends the Final Approval Hearing discussed in Section 21 below and asks to speak regarding his or her objection.

Any written objection must include: (a) a caption or title that identifies it as “Objection to Class Settlement in *Chinitz v. Telecom Evolutions, LLC*, Los Angeles Superior Court, Case No. 18STCV08068”; (b) information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any); (c) a clear and concise statement of the Class Member’s objection; and (d) documents sufficient to establish the basis for the objector’s standing as a Class Member, such as (1) a declaration signed by the objector under penalty of perjury that the objector purchased one or more of the four covered TrueSTREAM internet service packages (namely, 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb) during the Class Period, had an AT&T phone line concurrent with each month their TrueSTREAM service was purchased through DSL Extreme, and resided within and had a phone line with one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747;

QUESTIONS? CALL **[TOLL FREE NUMBER] OR VISIT WWW.FIBEROPTICSETTLEMENT.COM**

805; 818; 831; 858; 909; 925; 949; or 951; or (2) documents reflecting such TrueSTREAM package, landline, and area code. The objection must be in writing and personally signed by the Class Member (and his or her attorney, if individually represented).

Your written objection, along with any supporting material you wish to submit, must be sent to the Settlement Administrator by U.S. Mail postmarked no later than **[INSERT DEADLINE]** at the following address: **[INSERT ADDRESS]**.

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

19. Do I have a lawyer in this case?

Yes, if you are a Settlement Class Member. The Court has appointed the following law firms as “Class Counsel,” meaning that they were appointed to represent all Settlement Class Members: Reese LLP and Halunen Law. These firms are experienced in handling similar class action cases.

You do not need to hire your own lawyer because Class Counsel is working on your behalf. You do not have to pay for Class Counsel’s services out of your own pocket.

If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel intends to file a motion on or before **[INSERT DATE]** asking the Court to approve an award of \$300,000 in attorneys’ fees and costs, to compensate them for the work they’ve done in connection with the case. The attorneys’ fees and costs awarded by the Court will be paid separately from the funds used to pay Settlement Class Members. The Court will determine the amount of attorneys’ fees and costs to award. Class Counsel will also request that the Court award service awards in the amount of \$3,000 in total to named Plaintiffs Stevie Hemphill and Linda Gomez (\$1,500 for each named Plaintiff), who served as the Class Representatives and helped Class Counsel on behalf of the whole Class.

DSL Extreme has also agreed to pay for the costs of Class Notice and the Settlement Administration Process. These payments will not reduce the amount of money available to the Settlement Class Members.

THE COURT’S FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **[INSERT DATE]** at **[INSERT TIME]** at the Superior Court of the State of California for Los Angeles County, before the Honorable Amy D. Hogue, Department 7, at 312 North Spring Street, Los Angeles, California 90012.

The longstanding face mask mandate in Los Angeles County courthouses was lifted effective April 4, 2022. In alignment with Los Angeles County public health guidance, the use of well-fitting medical masks or respirators inside all Los Angeles County courthouses is strongly recommended. Please visit www.lacourt.org for more information and the latest updates regarding use of face masks in Los Angeles County courthouses.

The hearing may be held virtually and may be moved to a different date or time without additional notice. You may check the Settlement Website, www.fiberopticsettlement.com, for updates.

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT WWW.FIBEROPTICSETTLEMENT.COM

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to award Class Counsel in attorneys' fees and costs and how much to award the Class Representatives as service awards, as described above. If there are objections to the Settlement, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decisions.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you send a written objection, you do not have to come to Court to talk about it. Regardless of whether the requirements for written objections listed in Section 17 above have been met, the Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. You may also pay your own lawyer to attend, but it is not necessary.

23. May I appear and speak at the Final Approval Hearing?

Yes. The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak.

The longstanding face mask mandate in Los Angeles County courthouses was lifted effective April 4, 2022. In alignment with Los Angeles County public health guidance, the use of well-fitting medical masks or respirators inside all Los Angeles County courthouses is strongly recommended. Please visit www.lacourt.org for more information and the latest updates regarding use of face masks in Los Angeles County courthouses.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement and Release. You can review a complete copy of the Settlement Agreement and Release and other relevant information and documents at the Settlement Website, www.fiberopticsettlement.com.

If you have additional questions or want to request a Claim Form, you can also visit the Settlement Website, www.fiberopticsettlement.com.

You can also write to the Settlement Administrator by mail or email, or call toll-free.

MAIL: [INSERT ADDRESS]

EMAIL: [INSERT EMAIL ADDRESS]

PHONE: [INSERT TOLL FREE NUMBER]

Updates will be posted at the Settlement Website, www.fiberopticsettlement.com, as information about the Settlement process becomes available.

DSL Extreme personnel and DSL Extreme's counsel are NOT authorized to discuss this case with you. PLEASE DO NOT CONTACT DSL EXTREME, THE COURT, OR THE CLERK'S OFFICE CONCERNING THIS CASE. Please direct all inquiries to Class Counsel or the Settlement Administrator.

QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT WWW.FIBEROPTICSETTLEMENT.COM

EXHIBIT C

To: [Settlement Class Member email address]
From: DSL Extreme Class Action Settlement Notice Administrator
Subject: Notice of Class Action Settlement Regarding DSL Extreme TrueSTREAM Internet Service

A Court has directed that this Notice be emailed to you. You are not being sued.
This Notice may affect your legal rights. Please read it carefully.

Records obtained in a pending class action lawsuit titled *Chinitz v. Telecom Evolutions, LLC*, No. 18STCV08068 (Cal. Super. Ct. Los Angeles Cty.), indicate that you may have purchased TrueSTREAM internet service from DSL Extreme beginning on a date between March 1, 2015, and July 14, 2017. As a result, you may be a Settlement Class Member in this case.

What is the lawsuit about? The lawsuit alleges that the “fiber optic” statements that Telecom Evolutions, LLC, and Quality Speaks LLC (together, “DSL Extreme”) made in the marketing of their TrueSTREAM internet service were misleading because the service was allegedly provided via copper DSL lines. Plaintiffs allege DSL Extreme’s conduct violated California laws concerning marketing of services. California law allows Plaintiffs to recover money damages and to get a court order stopping the deceptive marketing. DSL Extreme denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to any class members. **The Court has not decided who is right.**

A settlement has been proposed to resolve this class action lawsuit. You may be a Settlement Class Member eligible to receive a monetary payment under the Settlement if you meet all of the following requirements:

- you subscribed to DSL Extreme’s TrueSTREAM internet service in one or more of the following packages (only): 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb;
- at the time you had TrueSTREAM service, you were eligible for an “ADSL1” package in that you: 1) lived in an area serviced by the “ADSL1” and 2) maintained a standard copper-based phone line with AT&T concurrent with each month that your TrueSTREAM service was purchased through DSL Extreme;
- at the time you had TrueSTREAM service, you resided within, and had a phone line with, one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; and
- your TrueSTREAM subscription began no earlier than March 1, 2015, and no later than July 14, 2017.

If the Court approves the Settlement, DSL Extreme has agreed to make a cash payment to each Settlement Class Member who submits a timely, valid Claim Form, as follows:

- For the Settlement Class Members who had the TrueSTREAM 768 kbps package, **\$5.00 per month for each month they had active service**, until [insert the date of Preliminary Approval].
- For the Settlement Class Members who had the TrueSTREAM 1.5 mb package, **\$8.00 per month for each month they had active service**, until [insert the date of Preliminary Approval].
- For the Settlement Class Members who had the TrueSTREAM 3.0 mb package, **\$13.00 per month for each month they had active service**, until [insert the date of Preliminary Approval].
- For the Settlement Class Members who had the TrueSTREAM 6.0 mb package, **\$13.00 per month for each month they had active service**, until [insert the date of Preliminary Approval].

You received this notice because records obtained in this case indicate you may be a Settlement Class Member.

YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

CLICK HERE TO SUBMIT A CLAIM

How do I make a claim? You may make a Claim for Settlement relief by (1) submitting a Claim Form online at www.fiberopticsettlement.com; (2) mailing the Claim Form to [\[insert administrator address\]](#); or (3) if you received notice via a postcard, the postcard contains a Claim Form which may be completed and mailed to the Settlement Administrator.

The deadline to file a Claim is [\[insert date\]](#). If you make a Claim, you give up the right to sue separately for damages.

The Settlement: As part of the Settlement, DSL Extreme may be required to pay service awards to the Class Representatives who pursued this litigation; attorneys' fees and costs to the lawyers who brought the lawsuit; and the costs of Class Notice and the Settlement Administration Process. Plaintiffs will request service awards up to \$3,000 in the aggregate as well as up to \$300,000 in attorneys' fees and costs. These payments will not reduce the amount of relief available to Settlement Class Members. You may find additional details about the Settlement at www.fiberopticsettlement.com or by calling [\[insert hotline phone number\]](#).

Do I have a lawyer? Yes, if you are a Settlement Class Member. The Court appointed Reese LLP and Halunen Law as counsel for the Settlement Class, to be paid by DSL Extreme. Or you may appear through an attorney at your own expense.

What are your other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by [\[insert date\]](#). If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. You may remain a Settlement Class Member and object to the Settlement by (1) mailing a written objection to the Settlement Administrator by [\[insert date\]](#) or (2) attending the Final Approval Hearing and asking to speak regarding your objection. **The Settlement Website explains how to exclude yourself or object.**

Final Approval Hearing. The Court has scheduled a Final Approval Hearing for [\[insert date\]](#) at [\[insert time\]](#) at the Superior Court of California, Los Angeles County, before the Honorable Amy D. Hogue, Department 7, at 312 North Spring Street, Los Angeles, California 90012.

The longstanding face mask mandate in Los Angeles County courthouses was lifted effective April 4, 2022. In alignment with Los Angeles County public health guidance, the use of well-fitting medical masks or respirators inside all Los Angeles County courthouses is strongly recommended. Please visit www.lacourt.org for more information and the latest updates regarding use of face masks in Los Angeles County courthouses.

The hearing may be held virtually and may be moved to a different date or time without notice.

At the Final Approval Hearing, the Court will decide whether to give Final Approval to the Settlement.

The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

More information is available at www.fiberopticsettlement.com or by calling toll-free **insert hotline phone number**.

What is the lawsuit about? The lawsuit alleges that the “fiber optic” statements that Telecom Evolutions, LLC, and Quality Speaks LLC (together, “DSL Extreme”) made in the marketing of their TrueSTREAM internet service were misleading. DSL Extreme denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to any class members. **The Court has not decided who is right.**

A Settlement has been proposed to resolve this class action lawsuit. You may be eligible to participate in the Settlement if you had TrueSTREAM internet service from DSL Extreme that began between March 1, 2015, and July 14, 2017. **You received this notice because records obtained in this case indicate you may be a Settlement Class Member.**

How do I make a claim? You may make a Claim for Settlement relief by (1) submitting a Claim Form online at www.fiberopticsettlement.com; (2) mailing the Claim Form to the Settlement Administrator at [insert administrator address]; or (3) completing and mailing the Claim Form accompanying this postcard to the Settlement Administrator. **YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

The deadline to file a Claim is [insert date]. If you make a Claim, you give up the right to sue separately for damages.

The Settlement: As part of the Settlement, DSL Extreme may be required to pay service awards to the Class Representatives; attorneys’ fees and costs to the lawyers who brought the lawsuit; and the costs of Class Notice and the Settlement Administration Process. Plaintiffs will request service awards up to \$3,000 in the aggregate as well as up to \$300,000 in attorneys’ fees and costs. You may find additional details at www.fiberopticsettlement.com or by calling [insert hotline phone number].

Do I have a lawyer? Yes, if you are a Settlement Class Member. The Court appointed Reese LLP and Halunen Law as counsel for the Settlement Class, to be paid by DSL Extreme. Or you may appear through an attorney at your own expense.

What are your other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by [insert date]. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at www.fiberopticsettlement.com. You may remain a Settlement Class Member and object to the Settlement by (1) mailing a written objection to the Settlement Administrator by [insert date] or (2) attending the Final Approval Hearing and asking to speak regarding your objection. **The website, www.fiberopticsettlement.com, explains how to exclude yourself or object.**

Final Approval Hearing. The Court has scheduled a Final Approval Hearing for [insert date] at [insert time] at the Superior Court of California, Los Angeles County, before the Honorable Amy D. Hogue, Department 7, at 312 North Spring Street, Los Angeles, CA 90012. At that time, the Court will decide whether to give Final Approval to the Settlement. The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak. The hearing date may be changed without notice. It is not necessary for you to appear at this hearing, but you may attend at your own expense. Use of face masks in the courthouse is strongly recommended. Please visit www.lacourt.org for more information and the latest updates regarding use of face masks in Los Angeles County courthouses.

Chinitz v. Telecom Evolutions, LLC
Class Action Administrator

PO Box XXXX

Portland, OR 97208-XXXX

FIRST-CLASS MAIL

U.S. POSTAGE
PAID

Portland, OR

Court-Ordered Legal Notice

Chinitz v. Telecom Evolutions, LLC, Case No. 18STCV08068
(Cal. Super. Ct. Los Angeles
Cty.)

Records obtained in this lawsuit show that you may have had TrueSTREAM internet service from DSL Extreme that began between March 1, 2015, and July 14, 2017. As a result, you may be a Settlement Class Member of a pending class action lawsuit.

Important Notice about a Class Action Lawsuit



**John Q.
Public 123
Locust St.**

Anytown, OH 00000-0000

<refnum barcode>>

Claim Identification Code: <<refnum>>

CLASS ACTION SETTLEMENT – CLAIM FORM

For a valid claim, you must include all requested information and must sign & date this form.

Chinitz v. Telecom Evolutions, LLC,

Claim Identification Code

Case No. 18STCV08068

<<refnum>>

(Cal. Super. Ct. Los Angeles Cty.)

First Name: _____	Address: _____
Last Name: _____	City: _____ State: _____ Zip: _____
Current Phone Number: (____) _____	Email: _____
Number Associated with service: (____) _____	
Date Service Began (MM/YY): _____	Date Service Ended (MM/YY): _____

Select Service Package:

- TrueSTREAM 768 kbps
 TrueSTREAM 1.5 mb
 TrueSTREAM 3.0 mb
 TrueSTREAM 6.0 mb

* If you had more than one package state each package and the start and stop date (MM/YY) of each package: _____

**Eligible claims will receive payment via check. If you prefer payment via digital transfer you must complete the online claim form at www.fiberopticsettlement.com.

ATTESTATION: I swear or affirm, under penalty of perjury, that I had AT&T landline phone service during the entire time of my active service, that I meet all criteria necessary to be included in this class action settlement, and that all information on this claim form is true and correct. By submitting this claim form, I agree that I will be eligible to receive the amount of money specified under the terms of the Settlement Agreement, and I will be bound by the Release and all other terms in the Settlement Agreement.

Signature: _____

Date: ____/____/____

EXHIBIT D

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RONALD CHINITZ, STEVIE HEMPHILL,
and LINDA GOMEZ, *individually and on*
behalf of all others similarly situated,

Plaintiffs,

v.

TELECOM EVOLUTIONS, LLC, *a*
California limited liability company, and
QUALITY SPEAKS LLC, *a California*
limited liability company,

Defendants.

Case No. 18STCV08068

**DECLARATION OF JAMES
PRUTSMAN OF KROLL SETTLEMENT
ADMINISTRATION**

**IN SUPPORT OF PRELIMINARY
APPROVAL**

1 I, James Prutsman, hereby declare as follows:

2 1. I am a Senior Director of Kroll Settlement Administration (“Kroll”). The following
3 statements are based on my personal knowledge and information provided by other experienced
4 Kroll employees working under my supervision. If called on to do so, I could and would testify
5 competently Kroll provides the administration of class action settlements, class action notices,
6 claims administration, and other significant services related to class action settlements.

7 2. Kroll has extensive experience in class action matters, having provided services in
8 class action settlements involving antitrust, securities, employment and labor, consumer, and
9 government enforcement matters. Kroll has provided class action services in over 1,000
10 settlements varying in size and complexity over the past 45 years. During the past 45 years, Kroll
11 distributed hundreds of millions of notices and billions of dollars in settlement funds and judgment
12 proceeds to class members and claimants. A background of Kroll is attached as Exhibit 1.

13 3. Kroll is prepared to provide a full complement of services for the case, including
14 email notice, mailed notice, publication notice, website development and hosting, call center
15 services, claims receipt, claims processing, reporting, and distribution. Additionally, Kroll will
16 provide any additional services not mentioned above but requested by the Court of the settling
17 parties.

18 **NOTICE PROCESS**

19 4. Kroll expects to receive the Class List from the Defendant ten (10) business days
20 after the Court enters Preliminary Approval electronically using appropriate security protocols and
21 methods. Kroll expects the files at a minimum to contain Class Member First Name, Middle
22 Initial (if available), Last Name, Street Address 1, Street Address 2 if applicable, City, State,
23 Zip Code, Email Address, and Telephone and Cellular Telephone Numbers.

24 In preparation for emailing the Short Form Notice, Kroll has reviewed the proposed email
25 subject line and body content for potential spam filter triggering words and phrases and provide
26 recommendations for any trouble spots. Kroll will then upload the Short Form Notice to the email
27 platform in preparation for the email campaign. In addition, Kroll will prepare a file that contains
28 records for which an email address is provided in the Class List.

1 5. As part of the email campaign process, Kroll will notify each of the major ISPs that
2 Kroll is about to begin an email campaign. This greatly reduces the risk that the ISPs will
3 incorrectly identify Kroll-originated emails as junk mail and intercept them or otherwise divert
4 them from recipients' inboxes. When the email campaign begins, Kroll will track and monitor
5 emails that are bounced. At the conclusion of the email campaign Kroll will have a report of the
6 delivery status of each record. Kroll will report to the parties the number of records that had a
7 successful notice delivery, and a count for the records that delivery failed. Kroll will also update
8 its administration database with the appropriate status of the email campaign.

9 6. If the email notice was delivered successfully, no further action will be taken with
10 respect to the record.

11 7. Mailed Notice: If the email was not delivered (bounced) Kroll will take the
12 following steps to initiate a mailed notice to the Class Member if there is a physical street address
13 in the Class List provided to Kroll. In addition, for records in the Class List that have a street
14 address only (no email address was provided), Kroll will send a mailed notice to these records.

15 8. Mailed Notices will be sent to all physical addresses noted in Section 7 above. The
16 approved Short Form Notice language will be provided to the print/mail vendor to be printed on
17 postcards. After running the mailing list through the National Change of Address database to
18 capture any address changes, Kroll will also provide a mail file to the print/mail vendor. The
19 approved notices will be mailed to Class Members as directed in the Court documents.

20 9. Mailed notices returned as undeliverable-as-addressed by the United States Postal
21 Service will be sent through a skip trace process to find address for the record. For the skip trace
22 process, Using the name and last known address Kroll to attempt to find an updated address using
23 data from Lexis. If an updated address is obtained through the trace process, Kroll will re-mail
24 the Short Form Notice to the updated address.

25 10. Media Program: While the direct outreach of the program is anticipated by the
26 parties to reach over 80% of class settlement members alone, Kroll will implement a notice
27 program consisting of ads in the Los Angeles edition of the USA Today newspaper compliant with
28 the California Consumers Legal Remedies Act ("CLRA"). The notice will be published 4 times

1 on consecutive weeks during the Notice Period with at least 5 days between each publication.

2 11. A neutral, informational settlement website will be established using the URL
3 www.fiberopticsettlement.com. This website will have copies of notices, Settlement Agreement,
4 and important Court documents, including any Preliminary Approval Order, change of time,
5 location or manner of Final Approval Hearing, and any Final Approval Order and Judgment. Class
6 Members can receive additional information in a frequently asked question format, submit Claim
7 Forms, and submit questions about the Settlement. Important dates including the Claim deadline,
8 Exclusion deadline, Objection deadline, and Final Approval Hearing will be prominently posted.
9 Instructions for excluding from and objecting to the Settlement will be detailed. Visitors will be
10 encouraged to visit the website for updates on the Settlement including the date and location of the
11 hearing. The website will inform visitors of the Court's current social distancing procedures for
12 attendance at hearings and review of court files. Kroll will work with the parties to keep
13 information about the Settlement up to date on the website. Copies of any Court orders including
14 the final judgement will be posted on the website.

15 12. Using the parameters specified in the Settlement Agreement, Kroll will verify each
16 Claim Form received. The verification process will include

- 17 a) Verifying the Claim Form was submitted on time
- 18 b) Verifying the Claim Form is complete including attestations, signatures
- 19 c) Verifying the Claim Form was submitted by a Class Member
- 20 d) Identifying and duplicate Claim Forms
- 21 f) Comparing against the opt-out list
- 22 g) Requesting additional documentation from the claimants when required.

23
24 13) For Class Members who file their claims online which are determined to be valid,
25 Kroll has the ability to pay Class Members using checks, Zelle, PayPal, Venmo, ACH, and Pre-
26 paid MasterCards. For Class Members who file their claims using a paper claim form which are
27 determined to be valid, Kroll will pay the Class Members by issuing checks.

28 13. Additionally, Kroll will establish and maintain a 24-hour toll-free Interactive Voice

1 Response (“IVR”) telephone line, where callers may obtain information about the class action,
2 including, but not limited to, requesting copies of the Long Form Notice and the Claim Form.

3 I certify the foregoing statements are true and correct under penalty of perjury under the
4 laws of the State of California. Executed this 28th day of October 2021 in Oklahoma City, OK.

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8 James Prutsman
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EXHIBIT 1



Class Action Settlement and Notice Administration Services

Company Profile

Kroll Settlement Administration is the leader in cutting-edge technology and consulting services for class action, mass tort, regulatory remediation and government claims administration. As a part of Kroll Business Services, we offer the most comprehensive administrative services in the industry. We have nearly 5,000 professionals in 30 countries around the world and provide our clients with world class IT, cybersecurity, and global notification and administration capabilities for complex legal settlements including consumer, antitrust, securities, data breach, and mass tort matters.

By combining Kroll's best-in-class technology, security, and global resources with our team's 50+ years of legal administration expertise, we offer unmatched solutions and capacity for even the most complex settlements anywhere in the world. Our team provides clients with consultative, white-glove service and comprehensive thought leadership. Our processes are time tested and designed for efficiency and accuracy, and our cutting-edge proprietary technology platforms are unlike anything else available today.

- ✓ More than 50 years in business
- ✓ Industry-leading technology platform
- ✓ 24/7 capability
- ✓ Onsite IT professionals
- ✓ Nationally recognized media team
- ✓ In-house tax experts
- ✓ Efficient and cost-effective solutions

We provide clients with the practical knowledge needed throughout the administration process to proactively anticipate potential risks before they occur and recommend proven solutions to protect the interests of all stakeholders.

Kroll Notice Media, our in-house nationally recognized media team, develops campaigns that are custom-designed to reach and motivate difficult-to-find audiences. Our campaigns are successful because we believe that all media is interconnected in the eyes of the consumer. We understand how to best weave analytics and behavioral insights together to reach intended audiences. Importantly, our campaigns are actively managed to ensure optimal results no matter the complexity, scale, or time constraints.

Kroll Settlement Administration Core Services

- Pre-settlement consultation services
- Notice media campaigns
- Website and database design and management
- Advanced reporting and transparency
- Strategic communications and global contact center
- Claims processing and analysis
- Settlement fund management and distribution services
- Tax and treasury services
- Special master capabilities

Why Choose Kroll Settlement Administration?

Our class action team has decades of experience administering class action settlements of all types and sizes.



**Managed More than
4,000 Settlements**



**Processed over 100
Million Claims**



**\$30 Billion-plus
in Distributions**



**Issued Over 1
Billion Notices**

- **The most experienced claims administration team in the industry.**
We've processed millions of claims, mailed tens of millions of notices, expedited hundreds of thousands of calls and distributed billions of dollars in compensation to class members worldwide. This experience, coupled with our state-of-the-art technology and superior data security, enables us to deliver a full-service class action notice and administration solution that drives efficiency, speed in delivery, accuracy, quality control, transparency, and cost savings.
- **State-of-the-art technology for even the most complex class action cases.**
Our advanced technology is what sets us apart from our competitors. We've built the most secure, accurate, reliable, and efficient technology platforms to enable us to deliver the highest-quality results across our global services. Our best-in-class technology platforms are designed by experienced professionals using the latest database architecture, software development languages and website frameworks. For this reason, clients choose us when millions of dollars and reputations are on the line.
- **Recognized leader in media planning for class action, product recall and crisis outreach.**
Kroll Notice Media is unique among other legal media teams in that our strategists and tacticians have many years of collective experience across all media silos: print (newspaper and magazine), digital (online, display, video, OTT) social media, influencers, public relations, media monitoring, community management and content development. Additionally, we pay close attention to brand safety, reputation and anti-fraud mitigation while ensuring the highest quality notice placement, response, and engagement.
- **Originator of industry-wide claims procedures with a proven track record.**
Kroll Settlement Administration was the pioneer for administering class action settlements in the mid-1960's when demand for these services first emerged. Today, our team continues to hone its processes, that are tried and proven and used industry-wide, to further advance class action administration. Our leadership team remains at the forefront of the class action space by actively participating in panels and thought leadership initiatives, by serving on committees to help write and refine the rules, and by testifying in the Courts.

Data Security

As a member of the Kroll companies, we are global leaders in data security and cyber risk management. Nothing is more important than protecting the confidentiality, availability and integrity of customer data while meeting or exceeding all regulatory requirements for the protection and handling of that data. We have taken technical, physical, and procedural safeguards to deal with a variety of threats while consistently monitoring and reviewing our network and premises to protect our platform and clients from yet-to-be-discovered attack techniques. Our comprehensive information security program includes vulnerability management, incident response, compliance, security monitoring and security engineering supported by a dedicated team of information security professionals.

30+ types of Industry Certifications	Awarded Best Data Security Provider	HIPAA and GDPR compliant	Authorized U.S. government service provider	TIA Tier IV Classification datacenter	24x7x365 endpoint security monitoring
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Our comprehensive information security program includes vulnerability management, incident response, compliance, security monitoring and security engineering supported by a dedicated team of information security professionals. More recently, we achieved **ISO 27001 certification** in recognition of our superior information security program. ISO 27001 is the most widely recognized global standard for information security. To be awarded this certification, companies undergo a rigorous third-party assessment of their information security management systems and business processes.

Kroll also received its **SOC2 Type II System and Organization Controls Report** of its computing infrastructure and facilities service system. The SOC2 audit validates that a service organization's information security practices meet the AICPA's industry standards, and Kroll's audit tested the company's non-financial reporting controls related to security. The Kroll SOC2 report verifies the suitability of the design and operating effectiveness of the company's controls to meet the standards for the security criteria.

- Supported full-time by professional information security team with over 30 types of industry certifications
- Fully redundant environmental systems with business continuity plans and enterprise class redundant storage
- Full disk encryption with a 256-bit key
- Regularly conduct penetration testing and ensure multiple layers of defense on our endpoints, including anti-virus, application whitelisting as well as incident response and advance persistent threat tools
- Global formal and informal training for all employees in best practices and corporate policies

Sample Experience

For more experience and a wider view of the areas in which we practice, please visit www.krrollbusinessservices.com

- *Yahoo! Inc. Customer Data Security Breach Litigation Settlement*, No. 5:16md02752, United States District Court Northern District of California
- *Roadrunner Transportation Systems, Inc. Securities Litigation*, No. 17cv144, United States District Court for the Northern District of Illinois
- *Doe One et al. v. CVS Health Corporation et al.*, No. 2:18cv238, United States District Court of Southern Ohio
- *Hutton v. National Board of Examiners in Optometry, Inc.*, No. 1:16cv03025, United States District Court for the District of Maryland
- *Canada Dry Ginger Ale Settlements*, Circuit Court of the City of St. Louis, State of Missouri, No.1822-CC11811 and United States District Court, Northern District of California, No. 5:17cv00564
- *Kumar v. Salov North America Corp.*, No. 4:14cv02411, United States District Court for the Northern District of California - Oakland Division
- *Blue Buffalo Co. Ltd. Marketing and Sales Practices Litigation*, 4:14md2562, United States District Court for the Eastern District of Missouri - Eastern Division
- *Carter v. Forjas Taurus, S.A. et al.*, No. 1:13cv24583, United States District Court for the District of Southern Florida
- *Murray v. Bill Me Later*, No. 12cv04789, in the United States District Court for the Northern District of Illinois, Eastern Division
- *Zoey Bloom v. Jenny Craig Inc.*, No. 1:18cv21820, United States District Court Southern District of Florida
- *Cabiness v. Educational Financial Solutions, LLC d/b/a Campus Debt Solutions, et al.*, No. 3:16cv01109, United States District Court for the Northern District of California
- *In Re: Currency Conversion Fee Antitrust Litigation*, MDL No. 1409 M 21-95, United States District Court for the Southern District of New York
- *In Re: Packaged Seafood Products Antitrust Litigation*, MDL No. 2670, United States District Court for the Southern District of California
- *In Re: Dental Supplies Antitrust Litigation*, No. 1:16cv00696, United States District Court for the Eastern District of New York
- *Columbia Gas Explosion Litigation*, Civil Action No. 1877cv01343G
- *Cook et al. v. Rockwell International Corp. and The Dow Chemical Co.*, No. 90cv0018, United States District Court for the District of Colorado

EXHIBIT 2

1 George V. Granade (State Bar No. 316050)
ggranade@reesellp.com

2 **REESE LLP**
8484 Wilshire Boulevard, Suite 515
3 Los Angeles, California 90211
Telephone: (310) 393-0070
4 Facsimile: (212) 253-4272

5 Michael R. Reese (State Bar Number 206773)
mreese@reesellp.com

6 **REESE LLP**
100 West 93rd Street, 16th Floor
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Telephone: (212) 643-0500

8 Charles D. Moore (admitted *pro hac vice*)
9 cmoore@reesellp.com

10 **REESE LLP**
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Minneapolis, Minnesota 55402
11 Telephone: (212) 643-0500

12 Susan M. Coler (*pro hac vice* pending)
coler@halunenlaw.com

13 **HALUNEN LAW**
1650 IDS Center, 80 South Eighth Street
14 Minneapolis, Minnesota 55402
Telephone: (612) 605-4098
15 Facsimile: (612) 605-4099

16 *Counsel for Plaintiffs Stevie Hemphill and*
17 *Linda Gomez and the Class*

18 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
FOR THE COUNTY OF LOS ANGELES

19 RONALD CHINITZ, STEVIE HEMPHILL,
20 and LINDA GOMEZ, *individually and on*
21 *behalf of all others similarly situated,*

22 Plaintiffs,

23 v.

24 TELECOM EVOLUTIONS, LLC, *a*
California limited liability company, and
25 QUALITY SPEAKS LLC, *a California*
limited liability company,

26 Defendants.

Case No. 18STCV08068

CLASS ACTION

DECLARATION OF PLAINTIFF
STEVIE HEMPHILL IN SUPPORT OF
MOTION FOR AWARD OF
ATTORNEYS' FEES AND COSTS AND
SERVICE AWARDS

Date: January 20, 2023

Time: 11:00 a.m.

Judge: Honorable Lawrence P. Riff

Place: Department 7

Action filed: December 12, 2018

1 I, Stevie Hemphill, declare as follows:

2 1. The matters set forth in this declaration are of my own personal knowledge, and, if
3 called and sworn as a witness, I could and would competently testify regarding them.

4 2. I am one of the named plaintiffs in the above-captioned action.

5 3. I make this declaration in support of my request that the Court award attorneys'
6 fees to class counsel, reasonable costs, and service awards to the class representatives.

7 4. I am a citizen of California and reside in Los Angeles, California.

8 5. To the best of my recollection, I purchased TrueStream service in California for
9 residential use from approximately July 2015 to October 2020. During that time, I had the 6.0Mbps
10 TrueStream package. During that time, and throughout the time during which I had TrueStream
11 service, I maintained a standard copper based-phone line from AT&T, and a phone number with
12 the area code (213).

13 6. Having seen Defendants' representations that their TrueStream internet service was
14 "fiber optic," which omitted that the service was delivered over a copper DSL connection, and
15 having purchased Defendants' TrueStream internet service believing it provided a "fiber optic"
16 connection, I retained class counsel and sought their assistance in redressing Defendants' deceptive
17 acts and practices.

18 7. I have participated in numerous interviews by Class Counsel, including to discuss
19 my experience with Defendants' "fiber optic" TrueStream internet service, and I have provided
20 personal information concerning the Action.

21 8. I corresponded and had conversations with Class Counsel before the filing of the
22 First Amended Complaint, including conversations regarding the actions of former plaintiff
23 Ronald Chinitz and the conflict of interest Mr. Chinitz created by attempting to negotiate a class
24 settlement directly with Defendants without Class Counsel's knowledge or approval.

25 9. I reviewed the First Amended Complaint before it was filed.

26 10. During my time as a named class representative in this litigation, Counsel has kept
27 me apprised of its progress, and I have stayed informed of the proceedings to the best of my
28 abilities.

EXHIBIT 3

1 George V. Granade (State Bar No. 316050)
ggranade@reesellp.com

2 **REESE LLP**
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6 **REESE LLP**
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7 New York, New York 10025
Telephone: (212) 643-0500

8 Charles D. Moore (admitted *pro hac vice*)
9 *cmoore@reesellp.com*

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11 Telephone: (212) 643-0500

12 Susan M. Coler (*pro hac vice* pending)
coler@halunenlaw.com

13 **HALUNEN LAW**
1650 IDS Center, 80 South Eighth Street
14 Minneapolis, Minnesota 55402
Telephone: (612) 605-4098
15 Facsimile: (612) 605-4099

16 *Counsel for Plaintiffs Stevie Hemphill and*
Linda Gomez and the Class

17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF LOS ANGELES**

19 RONALD CHINITZ, STEVIE HEMPHILL,
20 *and LINDA GOMEZ, individually and on*
behalf of all others similarly situated,

21 Plaintiffs,

22 v.

23 TELECOM EVOLUTIONS, LLC, *a*
24 *California limited liability company, and*
25 *QUALITY SPEAKS LLC, a California*
limited liability company,

26 Defendants.

Case No. 18STCV08068

CLASS ACTION

**DECLARATION OF PLAINTIFF LINDA
GOMEZ IN SUPPORT OF MOTION
FOR AWARD OF ATTORNEYS' FEES
AND COSTS AND SERVICE AWARDS**

Date: January 20, 2023

Time: 11:00 a.m.

Judge: Honorable Lawrence P. Riff

Place: Department 7

Action filed: December 12, 2018

1 I, Linda Gomez, declare as follows:

2 1. The matters set forth in this declaration are of my own personal knowledge, and, if
3 called and sworn as a witness, I could and would competently testify regarding them.

4 2. I am one of the named plaintiffs in the above-captioned action.

5 3. I make this declaration in support of my request that the Court award attorneys'
6 fees to class counsel, reasonable costs, and service awards to the class representatives.

7 4. I am a citizen of Idaho and reside in Nampa, Idaho.

8 5. To the best of my recollection, I purchased TrueStream service in California for
9 residential use from approximately 2010 to December 2018. During that time, I had the 6.0Mbps
10 TrueStream package. During that time, and throughout the time during which I had TrueStream
11 service, I maintained a standard copper based-phone line from AT&T, and a phone number with
12 the area code (714).

13 6. Having seen Defendants' representations that their TrueStream internet service was
14 "fiber optic," which omitted that the service was delivered over a copper DSL connection, and
15 having purchased Defendants' TrueStream internet service believing it provided a "fiber optic"
16 connection, I retained class counsel and sought their assistance in redressing Defendants' deceptive
17 acts and practices.

18 7. I have participated in numerous interviews by Class Counsel, including to discuss
19 my experience with Defendants' "fiber optic" TrueStream internet service, and I have provided
20 personal information concerning the Action.

21 8. I corresponded and had conversations with Class Counsel before the filing of the
22 First Amended Complaint, including conversations regarding the actions of former plaintiff
23 Ronald Chinitz and the conflict of interest Mr. Chinitz created by attempting to negotiate a class
24 settlement directly with Defendants without Class Counsel's knowledge or approval.

25 9. I reviewed the First Amended Complaint before it was filed.

26 10. During my time as a named class representative in this litigation, Counsel has kept
27 me apprised of its progress, and I have stayed informed of the proceedings to the best of my
28 abilities.

EXHIBIT 4

Reese LLP - Time Entries of George V. Granade

Date Start: 1/1/2015 | Date End: 12/7/2022 | Case: Chinitz v. Telecom Evolutions, LLC

Date	Description	Hourly Rate	Billable Time	Bill Amt
05/15/2018	Review draft of settlement demand letter, email to co-counsel	1,100.00	0.5	550.00
06/15/2018	Call with Ron Chinitz	1,100.00	1.2	1320.00
06/15/2018	Email to Michael Reese	1,100.00	0.7	770.00
06/19/2018	Call with Charles Moore; email to Michael Reese	1,100.00	0.2	220.00
06/19/2018	Email from Charlie Moore	1,100.00	0.2	220.00
06/20/2018	Email with co-counsel	1,100.00	1.5	1650.00
06/20/2018	Call with Ron Chinitz	1,100.00	0.5	550.00
06/21/2018	Email with co-counsel	1,100.00	0.2	220.00
06/21/2018	Email with co-counsel; call with Charlie Moore	1,100.00	1.2	1320.00
07/09/2018	Email with Ron Chinitz; email with co-counsel	1,100.00	1.0	1100.00
07/17/2018	Email with co-counsel; email to Ron Chinitz	1,100.00	0.2	220.00
07/18/2018	Call with Ron Chinitz	1,100.00	0.5	550.00
07/18/2018	Email to co-counsel	1,100.00	0.2	220.00
08/04/2018	Review status of case	1,100.00	0.5	550.00
08/06/2018	Edit settlement demand letter	1,100.00	0.7	770.00
08/06/2018	Call with Ron Chinitz	1,100.00	0.2	220.00
08/06/2018	Review status of case; edit settlement demand letter; email with Charles Moore	1,100.00	1.0	1100.00
08/06/2018	Review papers and communications related to case that I received today from Charles Moore	1,100.00	1.0	1100.00
08/06/2018	Review papers and communications related to case that I received today from Charles Moore	1,100.00	0.5	550.00
08/06/2018	Review papers and communications related to case that I received today from Charles Moore	1,100.00	0.7	770.00
08/06/2018	Review papers and communications related to case that I received today from Charles Moore	1,100.00	1.2	1320.00
08/07/2018	Review papers and communications related to case that I received yesterday from Charles Moore	1,100.00	1.0	1100.00
08/07/2018	Review papers and communications related to case that I received yesterday from Charles Moore	1,100.00	1.0	1100.00
08/07/2018	Review papers and communications related to case that I received yesterday from Charles Moore	1,100.00	1.5	1650.00
08/07/2018	Review papers and communications related to case that I received yesterday from Charles Moore	1,100.00	0.7	770.00
08/07/2018	Review papers and communications related to case that I received yesterday from Charles Moore	1,100.00	3.0	3300.00
08/07/2018	Email to Michael Reese	1,100.00	0.2	220.00
08/07/2018	Email with Michael Reese	1,100.00	0.2	220.00
08/08/2018	Edit settlement demand letter	1,100.00	1.0	1100.00
08/08/2018	Edit settlement demand letter	1,100.00	0.7	770.00
08/08/2018	Edit settlement demand letter	1,100.00	0.5	550.00
08/08/2018	Edit settlement demand letter; email to Michael Reese and Charles Moore	1,100.00	0.5	550.00
08/08/2018	Email with co-counsel re: settlement demand letter; edit settlement demand letter	1,100.00	0.5	550.00
08/09/2018	Email with co-counsel re: settlement demand letter	1,100.00	2.5	2750.00
08/09/2018	Draft email to co-counsel re: settlement demand letter	1,100.00	1.0	1100.00
08/09/2018	Email to co-counsel re: settlement demand letter; call with Charles Moore; edit settlement demand letter	1,100.00	1.2	1320.00
08/09/2018	Email settlement demand letter to opposing counsel (and co-counsel)	1,100.00	0.2	220.00
08/14/2018	Call with Ron Chinitz	1,100.00	0.2	220.00
08/19/2018	Call with Ron Chinitz	1,100.00	0.2	220.00
08/24/2018	Email with co-counsel; email to opposing counsel	1,100.00	0.2	220.00
09/06/2018	Prepare for call with opposing counsel; call with opposing counsel	1,100.00	1.5	1650.00
09/14/2018	Email to co-counsel	1,100.00	0.2	220.00
09/20/2018	Call with Ron Chinitz	1,100.00	0.5	550.00
09/21/2018	Evaluate next steps; draft email to co-counsel	1,100.00	0.2	220.00
09/21/2018	Email with co-counsel; email to opposing counsel	1,100.00	0.2	220.00
10/01/2018	Edit complaint	1,100.00	0.7	770.00
10/01/2018	Edit complaint	1,100.00	0.2	220.00
10/01/2018	Edit complaint	1,100.00	0.5	550.00
10/01/2018	Edit complaint	1,100.00	0.5	550.00
10/01/2018	Edit complaint; email with Charles Moore	1,100.00	0.5	550.00
10/01/2018	Edit complaint	1,100.00	0.2	220.00
10/01/2018	Edit complaint	1,100.00	0.2	220.00

10/01/2018	Edit complaint	1,100.00	0.2	220.00
10/02/2018	Call with Ron Chinitz	1,100.00	0.5	550.00
10/02/2018	Call with Michael Reese	1,100.00	0.2	220.00
10/15/2018	Call with Ron Chinitz	1,100.00	0.2	220.00
10/18/2018	Legal analysis	1,100.00	0.5	550.00
10/19/2018	Call with Ron Chinitz	1,100.00	0.7	770.00
11/16/2018	Call with Ron Chinitz	1,100.00	0.2	220.00
11/16/2018	Discussion with Michael Reese; review communications with opposing counsel; review draft of complaint	1,100.00	0.5	550.00
11/28/2018	Call with Ron Chinitz; email with Ron Chinitz	1,100.00	1.5	1650.00
11/30/2018	Review status of case; discussion with Michael Reese	1,100.00	0.5	550.00
12/04/2018	Edit complaint	1,100.00	0.7	770.00
12/04/2018	Edit complaint	1,100.00	0.2	220.00
12/04/2018	Edit complaint	1,100.00	1.0	1100.00
12/04/2018	Edit complaint; email with co-counsel; call with Charles Moore	1,100.00	2.5	2750.00
12/04/2018	Edit complaint; call with Ron Chinitz	1,100.00	2.5	2750.00
12/04/2018	Email to co-counsel	1,100.00	0.2	220.00
12/05/2018	Edit complaint	1,100.00	0.5	550.00
12/05/2018	Legal research; edit complaint	1,100.00	0.5	550.00
12/05/2018	Email with co-counsel; edit complaint	1,100.00	0.5	550.00
12/05/2018	Edit complaint; email to co-counsel	1,100.00	3.5	3850.00
12/06/2018	Review complaint and prepare for filing	1,100.00	0.7	770.00
12/06/2018	Discussion with Michael Reese; email with Ron Chinitz	1,100.00	0.2	220.00
12/06/2018	Call with Ron Chinitz	1,100.00	1.0	1100.00
12/06/2018	Call with Ron Chinitz; email to Michael Reese	1,100.00	0.7	770.00
12/06/2018	Evaluate case; discussion with Michael Reese; email complaint and exhibit to Michael Reese	1,100.00	0.2	220.00
12/06/2018	Edit case filing documents	1,100.00	0.2	220.00
12/06/2018	Review documents from co-counsel; discussion with Michael Reese	1,100.00	0.5	550.00
12/07/2018	Legal research	1,100.00	0.2	220.00
12/07/2018	Discussion with Michael Reese	1,100.00	0.2	220.00
12/07/2018	Finalize complaint	1,100.00	0.2	220.00
12/07/2018	Finalize complaint; discussion with Michael Reese	1,100.00	0.2	220.00
12/07/2018	Finalize complaint	1,100.00	0.5	550.00
12/08/2018	Review email and FCC documents from co-counsel; email to co-counsel	1,100.00	0.7	770.00
12/10/2018	Discussion with Michael Reese	1,100.00	0.2	220.00
12/10/2018	Call with co-counsel	1,100.00	0.2	220.00
12/10/2018	Finalize complaint for filing	1,100.00	1.0	1100.00
12/10/2018	Finalize complaint for filing	1,100.00	0.5	550.00
12/10/2018	Finalize complaint for filing	1,100.00	1.2	1320.00
12/10/2018	Finalize complaint for filing	1,100.00	0.5	550.00
12/10/2018	Finalize complaint for filing	1,100.00	1.7	1870.00
12/10/2018	Finalize complaint for filing	1,100.00	0.7	770.00
12/10/2018	Call with Ron Chinitz	1,100.00	1.2	1320.00
12/11/2018	Finalize complaint for filing; email to Ron Chinitz	1,100.00	0.2	220.00
12/11/2018	Finalize and file complaint	1,100.00	0.7	770.00
12/11/2018	Revise and refile complaint and initiating documents	1,100.00	0.2	220.00
12/12/2018	Call with Janney & Janney; email to Michael Reese	1,100.00	0.2	220.00
12/12/2018	Update complaint and initiating documents to today's date	1,100.00	0.2	220.00
12/12/2018	Refile complaint with Janney & Janney, standard filing; review email from Ron Chinitz	1,100.00	0.2	220.00
12/14/2018	Calls with Ron Chinitz; discussion with Michael Reese	1,100.00	1.0	1100.00
12/14/2018	Review status of case; legal research	1,100.00	0.2	220.00
12/17/2018	Legal research	1,100.00	0.5	550.00
12/17/2018	Email to Michael Reese	1,100.00	0.5	550.00
01/10/2019	Email with Ron Chinitz	1,100.00	0.1	110.00
01/12/2019	Email with Ron Chinitz	1,100.00	0.3	330.00
01/12/2019	Review terms of service; email to Ron Chinitz	1,100.00	0.1	110.00
01/14/2019	Email to Michael Reese	1,100.00	0.1	110.00
01/25/2019	Review status of case	1,100.00	0.2	220.00
01/25/2019	Review status of case	1,100.00	0.2	220.00
01/29/2019	Call with Ron Chinitz	1,100.00	0.1	110.00
02/06/2019	Email with co-counsel	1,100.00	0.1	110.00
02/06/2019	Email to opposing counsel; email with co-counsel	1,100.00	0.2	220.00
02/06/2019	Email with co-counsel	1,100.00	0.1	110.00
02/06/2019	Call with Ron Chinitz	1,100.00	0.3	330.00
02/07/2019	Email to co-counsel	1,100.00	0.1	110.00
02/07/2019	Call with Caitlin Hobbs, Charles Moore, and Michael Reese; notes from call	1,100.00	0.3	330.00

02/08/2019	Review status of case; prepare court's order of February 1, 2019, for service; edit proof of service	1,100.00	0.6	660.00
02/08/2019	Call with Ron Chinitz	1,100.00	0.3	330.00
02/08/2019	Finalize proof of service and prepare Notice of Case Reassignment and Order for Plaintiff to Give Notice for mailing; email to opposing counsel and co-counsel	1,100.00	0.2	220.00
02/11/2019	Request for Janney & Janney to file proof of service of notice of case reassignment	1,100.00	0.1	110.00
02/12/2019	Email to Ron Chinitz; email to Charles Moore; review case documents	1,100.00	0.3	330.00
02/12/2019	Email to Michael Reese	1,100.00	0.2	220.00
02/12/2019	Check status of filing of proof of service of order regarding reassignment of case	1,100.00	0.1	110.00
02/13/2019	Email to Charles Moore; email to Ron Chinitz	1,100.00	0.2	220.00
02/21/2019	Review status of case; email to Charles Moore	1,100.00	0.1	110.00
02/21/2019	Review email from Caitlyn Hobbs	1,100.00	0.1	110.00
02/21/2019	Review email from Caitlyn Hobbs; legal research	1,100.00	0.5	550.00
02/21/2019	Legal research; email to co-counsel	1,100.00	0.8	880.00
03/05/2019	Review status of case	1,100.00	0.1	110.00
03/05/2019	Review status of case	1,100.00	0.1	110.00
03/07/2019	Review status of case	1,100.00	0.1	110.00
03/09/2019	Review status of case	1,100.00	0.3	330.00
03/11/2019	Email with co-counsel	1,100.00	0.2	220.00
03/12/2019	Review demurrer and supporting papers; email to co-counsel	1,100.00	0.5	550.00
03/12/2019	Email with Charles Moore and Chris Moreland	1,100.00	0.1	110.00
03/12/2019	Email with Charles Moore; email to Michael Reese	1,100.00	0.1	110.00
03/13/2019	Call with co-counsel; discussion with Michael Reese	1,100.00	0.3	330.00
03/13/2019	Finalize and file stipulation to continue hearing on demurrer; email Michael Reese	1,100.00	0.4	440.00
03/14/2019	Discussion with Michael Reese; email with co-counsel	1,100.00	0.2	220.00
03/15/2019	Review filed stipulation; email to Caitlyn Hobbs and co-counsel	1,100.00	0.1	110.00
03/21/2019	Review pro hac vice applications for Christopher Moreland and Charles Moore; email to co-counsel	1,100.00	0.6	660.00
03/21/2019	Email with co-counsel	1,100.00	0.1	110.00
03/21/2019	Email with co-counsel	1,100.00	0.2	220.00
03/21/2019	Call clerk re: pro hac vice applications (couldn't get someone to answer); email co-counsel	1,100.00	0.2	220.00
03/26/2019	Review order continuing hearing date and briefing schedule for demurrer	1,100.00	0.1	110.00
03/27/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.2	220.00
03/27/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.2	220.00
03/27/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.8	880.00
03/27/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.7	770.00
03/27/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.3	330.00
03/28/2019	Discussion with Michael Reese re: demurrer and potential motion to strike	1,100.00	0.1	110.00
03/28/2019	Email with co-counsel	1,100.00	0.1	110.00
03/28/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.1	110.00
03/28/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.2	220.00
03/28/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.7	770.00
03/28/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.1	110.00
03/28/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.3	330.00
03/28/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.2	220.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	1.2	1320.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	1.9	2090.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.3	330.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.4	440.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.5	550.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.4	440.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.8	880.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.1	110.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.2	220.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.5	550.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.1	110.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.1	110.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.4	440.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.1	110.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	1.3	1430.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.4	440.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.2	220.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	1.0	1100.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.3	330.00
03/29/2019	Edit Reese LLP's sections of opposition to demurrer	1,100.00	0.5	550.00
04/01/2019	Review latest draft of opposition to demurrer	1,100.00	0.1	110.00

04/01/2019	Legal research; email with Michael Reese	1,100.00	0.1	110.00
04/01/2019	Review opposition to demurrer; email with co-counsel	1,100.00	0.6	660.00
04/02/2019	Email with co-counsel	1,100.00	0.1	110.00
04/02/2019	Legal research; email with Michael Reese	1,100.00	0.1	110.00
04/02/2019	Email with Michael Reese; call Janney & Janney; finalize opposition to demurrer	1,100.00	0.7	770.00
04/02/2019	Finalize and file opposition to demurrer (draft proof of service)	1,100.00	0.3	330.00
04/02/2019	Email to opposing counsel	1,100.00	0.1	110.00
04/02/2019	Prepare service copy of opposition to demurrer	1,100.00	0.1	110.00
04/02/2019	Deliver service copy of opposition and proof of service to United States Post Office	1,100.00	0.2	220.00
04/04/2019	Email with co-counsel	1,100.00	0.1	110.00
04/04/2019	File pro hac vice motions for Charles Moore and Chris Moreland	1,100.00	0.1	110.00
04/04/2019	File pro hac vice motions for Charles Moore and Chris Moreland	1,100.00	0.1	110.00
04/15/2019	Review reply in support of demurrer; email to co-counsel	1,100.00	0.3	330.00
04/17/2019	Email with co-counsel; email to Ron Chinitz	1,100.00	0.1	110.00
04/19/2019	Call with Ron Chinitz	1,100.00	0.4	440.00
04/19/2019	Call with Ron Chinitz	1,100.00	0.1	110.00
04/24/2019	Review status of case	1,100.00	0.1	110.00
04/24/2019	Email to co-counsel	1,100.00	0.3	330.00
04/24/2019	Email to Ron Chinitz	1,100.00	0.1	110.00
04/25/2019	Email to Ron Chinitz	1,100.00	0.1	110.00
04/30/2019	Call with Ron Chinitz	1,100.00	0.6	660.00
05/03/2019	Email to co-counsel	1,100.00	0.1	110.00
05/03/2019	Draft email to Ron Chinitz	1,100.00	0.2	220.00
05/03/2019	Call with Ron Chinitz	1,100.00	0.5	550.00
05/03/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
05/03/2019	Call with Ron Chinitz	1,100.00	0.6	660.00
05/03/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
05/03/2019	Review notes from call with Ron Chinitz	1,100.00	0.1	110.00
05/03/2019	Email to co-counsel	1,100.00	0.2	220.00
05/08/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
05/08/2019	Email to Ron Chinitz; review deposition advice	1,100.00	0.2	220.00
05/10/2019	Call with Ron Chinitz	1,100.00	0.1	110.00
05/10/2019	Email with co-counsel	1,100.00	0.1	110.00
05/14/2019	Email to Ron Chinitz	1,100.00	0.1	110.00
05/14/2019	Call with Ron Chinitz	1,100.00	0.3	330.00
05/16/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
05/17/2019	Call with Ron Chinitz	1,100.00	0.8	880.00
05/17/2019	Call with Ron Chinitz	1,100.00	0.4	440.00
05/17/2019	Call with Ron Chinitz	1,100.00	0.3	330.00
05/17/2019	Email to co-counsel	1,100.00	0.1	110.00
05/29/2019	Email with Michael Reese	1,100.00	0.1	110.00
05/29/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
05/29/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
05/29/2019	Email to Michael Reese	1,100.00	0.1	110.00
06/01/2019	Review settlement demand letter; review status of case; email to Michael Reese	1,100.00	0.5	550.00
06/03/2019	Prepare for calls with technicians	1,100.00	0.1	110.00
06/03/2019	Email to co-counsel; prepare for calls with technicians	1,100.00	0.1	110.00
06/03/2019	Email with co-counsel; call technicians	1,100.00	0.1	110.00
06/04/2019	Email to Ron Chinitz	1,100.00	0.1	110.00
06/05/2019	Call with Charles Moore and Michael Reese	1,100.00	0.3	330.00
06/05/2019	Call with Jeff November of Add-A-Jack (technician)	1,100.00	0.1	110.00
06/18/2019	Email with Michael Reese; review status of case	1,100.00	0.3	330.00
06/21/2019	Call with Ron Chinitz; notes from call with Ron Chinitz	1,100.00	0.6	660.00
06/25/2019	Email to Michael Reese; review status of case; email to Charles Moore and Chris Moreland	1,100.00	1.4	1540.00
06/25/2019	Email with Michael Reese; email to Charles Moore	1,100.00	0.1	110.00
06/25/2019	Email with co-counsel	1,100.00	0.1	110.00
06/26/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
06/26/2019	Call with Ron Chinitz	1,100.00	0.4	440.00
06/26/2019	Email to Michael Reese	1,100.00	0.3	330.00
06/26/2019	Email to co-counsel	1,100.00	0.3	330.00
06/26/2019	Email to Michael Reese	1,100.00	0.1	110.00
06/27/2019	Email with co-counsel	1,100.00	0.1	110.00
06/28/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
06/28/2019	Call with Ron Chinitz	1,100.00	0.9	990.00
06/28/2019	Draft email to Michael Reese	1,100.00	0.1	110.00
06/28/2019	Email to Michael Reese	1,100.00	0.1	110.00
07/08/2019	Call with Ron Chinitz	1,100.00	0.9	990.00

09/13/2019	Prepare Plaintiff's document production; finalize Plaintiff's discovery responses; email discovery responses and mediation statement to opposing counsel and co-counsel	1,100.00	1.9	2090.00
09/14/2019	Prepare documents for production to Defendants; email to opposing counsel and co-counsel	1,100.00	0.2	220.00
09/15/2019	Review Defendants' mediation brief and Defendants' discovery responses; email to Ron Chinitz	1,100.00	0.4	440.00
09/16/2019	Travel to JAMS; discussion with co-counsel; mediation	1,100.00	10.5	11550.00
09/20/2019	Call with Ron Chinitz	1,100.00	1.0	1100.00
09/20/2019	Email to Michael Reese, Charles Moore, and Christopher Moreland	1,100.00	0.4	440.00
09/22/2019	Call with Ron Chinitz	1,100.00	0.1	110.00
09/22/2019	Email to co-counsel	1,100.00	0.1	110.00
09/22/2019	Edit notice of change of address; submit to Janney and Janney to be filed tomorrow; schedule service email for tomorrow	1,100.00	0.3	330.00
10/01/2019	Travel to Spring Street Courthouse; hearing before Judge Hogue; return	1,100.00	2.0	2200.00
10/02/2019	Call with Ron Chinitz	1,100.00	0.1	110.00
10/03/2019	Submit joint stipulation re: temporary stay of discovery to Janney and Janney for filing	1,100.00	0.1	110.00
10/07/2019	Review status of case	1,100.00	0.1	110.00
10/08/2019	Email to Michael Reese; email to Ron Chinitz	1,100.00	0.1	110.00
10/16/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
10/16/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
10/16/2019	Email to Ron Chinitz	1,100.00	0.1	110.00
10/18/2019	Call with Ron Chinitz	1,100.00	0.9	990.00
10/21/2019	Call with Ron Chinitz	1,100.00	0.5	550.00
10/25/2019	Email to Ron Chinitz	1,100.00	0.1	110.00
11/21/2019	Call with Ron Chinitz	1,100.00	0.1	110.00
11/24/2019	Travel to Irvine for mediation	1,100.00	0.8	880.00
11/25/2019	Travel to JAMS for mediation; mediation; discussion with co-counsel; return	1,100.00	12.0	13200.00
12/04/2019	Review status of case	1,100.00	0.1	110.00
12/04/2019	Edit case management statement, email to co-counsel	1,100.00	2.7	2970.00
12/05/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
12/06/2019	Email to co-counsel	1,100.00	0.2	220.00
12/09/2019	Schedule court reporter for status conference on December 12, 2019	1,100.00	0.1	110.00
12/09/2019	Review defendants' edits to case management statement; email to co-counsel	1,100.00	0.1	110.00
12/10/2019	Edit case management statement, email to co-counsel	1,100.00	0.7	770.00
12/10/2019	Email with co-counsel; edit case management statement	1,100.00	0.3	330.00
12/10/2019	Email to opposing counsel	1,100.00	0.2	220.00
12/10/2019	Email with co-counsel; email with opposing counsel; edit case management statement	1,100.00	0.2	220.00
12/10/2019	Finalize case management statement and submit to Janney and Janney for filing; email to opposing counsel	1,100.00	0.1	110.00
12/11/2019	Prepare for status conference	1,100.00	0.1	110.00
12/11/2019	Prepare for status conference	1,100.00	0.1	110.00
12/11/2019	Prepare for status conference	1,100.00	1.0	1100.00
12/11/2019	Prepare for status conference	1,100.00	0.4	440.00
12/12/2019	Travel to court; status hearing; discussion with opposing counsel (fill out File & ServeXpress form for Court); return	1,100.00	3.4	3740.00
12/12/2019	Email to co-counsel	1,100.00	0.1	110.00
12/17/2019	Prepare service list for File & ServeXpress and Proof of Service, submit to Janney and Janney for filing; draft email to File and ServeXpress	1,100.00	0.9	990.00
12/17/2019	Email Service List, Order Authorizing Electronic Service (File and ServeXpress), and Proof of Service to opposing counsel; email Service List and Order Authorizing Electronic Service (File and ServeXpress) to File and ServeXpress	1,100.00	0.4	440.00
12/18/2019	Call with Ron Chinitz	1,100.00	0.2	220.00
12/18/2019	Review Order Authorizing Electronic Service (File and ServeXpress); email to opposing counsel and co-counsel; edit amended service list and proof of service	1,100.00	0.5	550.00
12/19/2019	Call with Ron Chinitz	1,100.00	1.0	1100.00
12/19/2019	Email to co-counsel	1,100.00	0.1	110.00
12/20/2019	Edit objection to notice of deposition of Ron Chinitz	1,100.00	0.1	110.00
12/23/2019	Call with Ron Chinitz and Michael Reese	1,100.00	0.2	220.00
12/23/2019	Edit objections to second notice of deposition	1,100.00	0.3	330.00
12/23/2019	Edit objections to second notice of deposition	1,100.00	0.3	330.00
12/23/2019	Edit objections to second notice of deposition	1,100.00	0.1	110.00
12/23/2019	Edit objections to second notice of deposition; email to co-counsel	1,100.00	0.4	440.00
12/26/2019	Edit email to opposing counsel, send to co-counsel for review	1,100.00	0.1	110.00
12/31/2019	Call with Ron Chinitz	1,100.00	0.1	110.00
12/31/2019	Email to Michael Reese and Charles Moore	1,100.00	0.1	110.00
01/06/2020	Call with Ron Chinitz	1,100.00	0.5	550.00

01/07/2020	Call with Charlie Moore re: Plaintiff's discovery responses; email to Michael Reese and Charlie Moore	1,100.00	0.6	660.00
01/11/2020	Call with Ron Chinitz	1,100.00	1.0	1100.00
01/12/2020	Email with Michael Reese re: deposition of Ron Chinitz	1,100.00	0.8	880.00
01/12/2020	Prepare for call with Ron Chinitz; call with Ron Chinitz	1,100.00	1.0	1100.00
01/14/2020	Call with Charles Moore	1,100.00	0.1	110.00
01/14/2020	Call with Charles Moore	1,100.00	0.6	660.00
01/16/2020	Call with Ron Chinitz	1,100.00	0.2	220.00
01/21/2020	Email to Michael Reese and Charlie Moore	1,100.00	0.1	110.00
01/21/2020	Call with Ron Chinitz re: responses to Second Special ROGs and Second RFPs	1,100.00	4.4	4840.00
01/21/2020	Finalize and serve responses to second interrogatories and second requests for production of documents	1,100.00	0.4	440.00
01/22/2020	Edit and serve proof of service of responses to second ROGs and response to second RFPs	1,100.00	0.5	550.00
01/22/2020	Call with Ron Chinitz	1,100.00	0.8	880.00
01/24/2020	Legal research; email to Ron Chinitz; email to Michael Reese	1,100.00	0.2	220.00
01/24/2020	Email with Ron Chinitz; legal research	1,100.00	0.1	110.00
01/27/2020	Call with Ron Chinitz	1,100.00	0.6	660.00
01/28/2020	Edit deficiency letter	1,100.00	0.1	110.00
01/28/2020	Edit deficiency letter; call with Charles Moore	1,100.00	0.4	440.00
01/28/2020	Edit deficiency letter, email to co-counsel	1,100.00	0.1	110.00
01/28/2020	Email with co-counsel	1,100.00	0.3	330.00
01/29/2020	Email with Charles Moore	1,100.00	0.1	110.00
01/29/2020	Email with co-counsel; email to opposing counsel re: extension of deadline to move to compel	1,100.00	0.2	220.00
02/05/2020	Call with Ron Chinitz	1,100.00	0.3	330.00
02/05/2020	Review meet and confer letter from defendants; legal research	1,100.00	0.7	770.00
02/05/2020	Call with File and ServeXpress; email to co-counsel	1,100.00	0.1	110.00
02/05/2020	Review Plaintiff's responses to Defendants' second discovery requests	1,100.00	0.2	220.00
02/05/2020	Email with co-counsel	1,100.00	0.2	220.00
02/05/2020	Email with co-counsel	1,100.00	0.1	110.00
02/05/2020	Legal research	1,100.00	1.6	1760.00
02/05/2020	Legal research	1,100.00	0.8	880.00
02/05/2020	Review Plaintiff's discovery responses	1,100.00	0.3	330.00
02/06/2020	Call with co-counsel	1,100.00	0.6	660.00
02/06/2020	Prepare for call with opposing counsel	1,100.00	0.3	330.00
02/06/2020	Call with opposing counsel	1,100.00	0.4	440.00
02/06/2020	Draft email to opposing counsel, send to co-counsel for review; review draft	1,100.00	0.7	770.00
02/06/2020	Email to co-counsel	1,100.00	0.1	110.00
02/06/2020	Email to Ron Chinitz; review status of case	1,100.00	0.3	330.00
02/06/2020	Call with Ron Chinitz	1,100.00	1.9	2090.00
02/06/2020	Email to Michael Reese	1,100.00	0.2	220.00
02/06/2020	Email with Michael Reese; email to Ron Chinitz	1,100.00	0.3	330.00
02/11/2020	Call with Ron Chinitz	1,100.00	0.1	110.00
02/20/2020	Call with Ron Chinitz	1,100.00	1.0	1100.00
02/20/2020	Email to co-counsel	1,100.00	0.2	220.00
02/21/2020	Email from co-counsel; call with Ron Chinitz	1,100.00	1.1	1210.00
02/21/2020	Call with Ron Chinitz	1,100.00	0.3	330.00
02/21/2020	Email to co-counsel	1,100.00	0.1	110.00
02/21/2020	Email to co-counsel	1,100.00	0.1	110.00
02/22/2020	Email with Michael Reese	1,100.00	0.1	110.00
02/22/2020	Call with Ron Chinitz; email to Michael Reese	1,100.00	0.3	330.00
02/24/2020	Review status of case	1,100.00	0.1	110.00
02/24/2020	Prepare document production for opposing counsel	1,100.00	0.6	660.00
02/24/2020	Prepare document production for opposing counsel	1,100.00	0.2	220.00
02/24/2020	Prepare document production for opposing counsel; draft email to Fletcher Alford, send to co-counsel for review	1,100.00	1.1	1210.00
02/24/2020	Email to Fletcher Alford, other opposing counsel, and co-counsel	1,100.00	0.1	110.00
02/24/2020	Review motion for sanctions	1,100.00	0.1	110.00
02/25/2020	Email with co-counsel	1,100.00	0.1	110.00
02/25/2020	Call with Charles Moore	1,100.00	0.6	660.00
02/25/2020	Legal research	1,100.00	0.3	330.00
02/29/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.1	110.00
02/29/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.4	440.00
02/29/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.8	880.00

02/29/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.4	440.00
02/29/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.2	220.00
03/01/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.3	330.00
03/01/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.8	880.00
03/01/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.1	110.00
03/01/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.4	440.00
03/01/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.1	110.00
03/01/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.8	880.00
03/02/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.2	220.00
03/02/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.7	770.00
03/02/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.2	220.00
03/02/2020	Edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	1.0	1100.00
03/02/2020	Call Ron Chinitz (not answered); email Ron Chinitz	1,100.00	0.1	110.00
03/02/2020	Draft email to opposing counsel; call with Ron Chinitz; edit Plaintiff's supplemental responses to Defendants' second special interrogatories; email with co-counsel; send email to opposing counsel	1,100.00	1.8	1980.00
03/02/2020	Call with Ron Chinitz; edit Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.3	330.00
03/02/2020	Call with Ron Chinitz; edit Plaintiff's supplemental responses to Defendants' second special interrogatories; email with co-counsel	1,100.00	3.5	3850.00
03/02/2020	Finalize Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	0.1	110.00
03/02/2020	Finalize and serve Plaintiff's supplemental responses to Defendants' second special interrogatories	1,100.00	1.7	1870.00
03/03/2020	Call with Michael Reese	1,100.00	0.6	660.00
03/03/2020	Call with Ron Chinitz	1,100.00	0.4	440.00
03/04/2020	Call with co-counsel	1,100.00	0.8	880.00
03/05/2020	Call with Michael Reese, Charles Moore, and Patrick Mulkern	1,100.00	0.2	220.00
03/10/2020	Call with Ron Chinitz	1,100.00	0.4	440.00
03/10/2020	Email to co-counsel re: call with Ron Chinitz	1,100.00	0.2	220.00
03/11/2020	Review letters from Defendants; call with co-counsel	1,100.00	0.4	440.00
03/11/2020	Informal conference with court	1,100.00	0.6	660.00
03/12/2020	Email to Ron Chinitz	1,100.00	0.1	110.00
03/23/2020	Review letter from Charles Moore to opposing counsel	1,100.00	0.1	110.00
03/23/2020	Review letter from Charles Moore to opposing counsel	1,100.00	0.1	110.00
03/23/2020	Review letter from Charles Moore to opposing counsel; email to co-counsel	1,100.00	0.2	220.00
03/25/2020	Call with Ron Chinitz	1,100.00	1.0	1100.00
03/27/2020	Call with Ron Chinitz	1,100.00	0.1	110.00
03/30/2020	Call with co-counsel	1,100.00	0.1	110.00
03/30/2020	Call with Ron Chinitz	1,100.00	0.2	220.00
04/01/2020	Call with co-counsel	1,100.00	0.3	330.00
04/02/2020	Call with Ron Chinitz	1,100.00	0.6	660.00
04/02/2020	Call with Ron Chinitz	1,100.00	0.2	220.00
04/06/2020	Review status of case	1,100.00	0.1	110.00
04/07/2020	Edit discovery letter to opposing counsel	1,100.00	0.1	110.00
04/07/2020	Edit discovery letter to opposing counsel	1,100.00	0.2	220.00
04/07/2020	Edit discovery letter to opposing counsel	1,100.00	1.2	1320.00
04/13/2020	Edit discovery letter to opposing counsel	1,100.00	0.2	220.00
04/13/2020	Edit discovery letter to opposing counsel	1,100.00	0.1	110.00
04/14/2020	Edit discovery letter to opposing counsel	1,100.00	0.1	110.00
04/14/2020	Call with Ron Chinitz	1,100.00	0.1	110.00
04/14/2020	Edit discovery letter to opposing counsel	1,100.00	0.5	550.00
04/15/2020	Edit discovery letter to opposing counsel	1,100.00	0.3	330.00
04/15/2020	Edit discovery letter to opposing counsel	1,100.00	0.2	220.00
04/15/2020	Edit discovery letter to opposing counsel, email to co-counsel	1,100.00	0.6	660.00
04/16/2020	Review status of case	1,100.00	0.2	220.00
04/16/2020	Review status of case	1,100.00	0.1	110.00

04/21/2020	Email with co-counsel	1,100.00	0.2	220.00
04/21/2020	Finalize discovery letter	1,100.00	0.4	440.00
04/21/2020	Finalize discovery letter and serve on opposing counsel	1,100.00	0.2	220.00
05/02/2020	Call with Ron Chinitz	1,100.00	0.1	110.00
05/05/2020	Call with co-counsel	1,100.00	0.1	110.00
05/07/2020	Call with Charles Moore, Christopher Moreland, Louis Dorny, and Patrick Mulhern	1,100.00	0.2	220.00
05/15/2020	Call with Ron Chinitz	1,100.00	0.1	110.00
05/20/2020	Edit second RFPs and second RFAs to defendants; email to co-counsel	1,100.00	0.3	330.00
05/20/2020	Call with Charles Moore re: Plaintiff's second RFAs and second RFPs	1,100.00	0.3	330.00
05/26/2020	Review latest drafts of Plaintiff's second requests for admission; email to co-counsel	1,100.00	0.1	110.00
05/30/2020	Call with Ron Chinitz	1,100.00	0.2	220.00
06/29/2020	Call with Charles Moore	1,100.00	0.3	330.00
06/29/2020	Edit further case management statement; email to co-counsel	1,100.00	0.4	440.00
06/29/2020	Look into obtaining dial-in for July 7, 2020, hearing; email with Charles Moore	1,100.00	0.1	110.00
07/07/2020	Call with Charles Moore re: informal discovery conference and next steps	1,100.00	0.3	330.00
07/10/2020	Call with Ron Chinitz	1,100.00	0.8	880.00
07/12/2020	Review status of case	1,100.00	0.1	110.00
07/28/2020	Call with Charles Moore re: next steps in case	1,100.00	0.8	880.00
07/29/2020	Review status of case	1,100.00	0.2	220.00
07/29/2020	Call with Ron Chinitz	1,100.00	0.3	330.00
08/04/2020	Call with co-counsel	1,100.00	0.1	110.00
08/05/2020	Call with co-counsel	1,100.00	0.8	880.00
08/14/2020	Call with Ron Chinitz	1,100.00	0.1	110.00
08/14/2020	Email to co-counsel	1,100.00	0.1	110.00
09/01/2020	Call with Jean-Pierre Dube, Charles Moore, Christopher Moreland, and Michael Reese	1,100.00	1.4	1540.00
09/01/2020	Edit request to extend schedule	1,100.00	0.4	440.00
09/01/2020	Edit request to extend schedule, email to co-counsel	1,100.00	0.4	440.00
09/13/2020	Call with Ron Chinitz	1,100.00	1.0	1100.00
09/15/2020	Call with Ron Chinitz	1,100.00	0.4	440.00
09/15/2020	Call with Ron Chinitz; email to co-counsel	1,100.00	0.1	110.00
09/17/2020	Call with Ron Chinitz	1,100.00	0.5	550.00
09/17/2020	Email to co-counsel and Ron Chinitz	1,100.00	0.1	110.00
09/19/2020	Call with Ron Chinitz	1,100.00	0.7	770.00
09/27/2020	Call with Ron Chinitz	1,100.00	0.3	330.00
09/28/2020	Call with Charles Moore; email to Michael Reese	1,100.00	1.0	1100.00
10/06/2020	Call with Ron Chinitz	1,100.00	0.1	110.00
10/06/2020	Call with Ron Chinitz	1,100.00	0.1	110.00
10/14/2020	Edit stipulation and proposed order to temporarily stay case	1,100.00	0.5	550.00
10/14/2020	Email draft stipulation and proposed order for temporary stay of case to opposing counsel	1,100.00	0.1	110.00
10/16/2020	Finalize stipulation and proposed order to stay case and submit to Janney and Janney for filing today	1,100.00	0.1	110.00
10/20/2020	Call with co-counsel re: settlement negotiations	1,100.00	0.3	330.00
10/22/2020	Call with opposing counsel re: potential settlement; email to opposing counsel; email with Charles Moore	1,100.00	0.7	770.00
11/18/2020	Call with Ron Chinitz	1,100.00	0.1	110.00
11/24/2020	Call with co-counsel	1,100.00	0.4	440.00
12/01/2020	Call with co-counsel re: next steps in case and settlement; email to co-counsel	1,100.00	0.8	880.00
12/03/2020	Call with opposing counsel re: potential settlement	1,100.00	0.3	330.00
12/04/2020	Call with Ron Chinitz	1,100.00	0.2	220.00
12/16/2020	Call with opposing counsel re: potential settlement	1,100.00	0.7	770.00
12/22/2020	Edit stipulation and proposed order for temporary stay of case; email to co-counsel	1,100.00	0.3	330.00
12/29/2020	Finalize stipulation and proposed order for temporary stay of case and submit to Janney and Janney for filing; serve stipulation and proposed order for temporary stay of case via File & ServeXpress	1,100.00	0.4	440.00
01/01/2021	Call with Ron Chinitz	1,100.00	0.2	220.00
01/08/2021	Call with opposing counsel re: potential settlement	1,100.00	0.4	440.00
01/08/2021	Email to co-counsel	1,100.00	0.2	220.00
01/19/2021	Call with Ron Chinitz	1,100.00	0.7	770.00
01/20/2021	Call with Ron Chinitz	1,100.00	0.7	770.00
01/22/2021	Call with Ron Chinitz	1,100.00	0.4	440.00
01/22/2021	Call with opposing counsel; call with co-counsel	1,100.00	0.5	550.00
01/22/2021	Email with Ron Chinitz	1,100.00	0.1	110.00
01/23/2021	Call with Ron Chinitz	1,100.00	1.7	1870.00
01/26/2021	Call with opposing counsel	1,100.00	0.1	110.00
01/26/2021	Call with Michael Reese and Charles Moore	1,100.00	0.2	220.00

02/01/2021	Call with Ron Chinitz	1,100.00	1.2	1320.00
02/02/2021	Call with Michael Reese	1,100.00	0.2	220.00
02/02/2021	Call with Ron Chinitz	1,100.00	0.7	770.00
02/03/2021	Email with co-counsel	1,100.00	0.1	110.00
02/03/2021	Call with Ron Chinitz	1,100.00	0.8	880.00
02/03/2021	Call with Ron Chinitz	1,100.00	0.3	330.00
02/03/2021	Call with Ron Chinitz	1,100.00	0.5	550.00
02/03/2021	Call with Ron Chinitz	1,100.00	0.7	770.00
03/18/2021	Call with Michael Reese and Ron Chinitz; call with Michael Reese	1,100.00	1.0	1100.00
03/19/2021	Finalize stipulation and proposed order to extend briefing schedule, draft proof of service, send both to Janney and Janney for filing today and serve both via File & ServeXpress	1,100.00	0.5	550.00
03/23/2021	Call with Charles Moore	1,100.00	0.3	330.00
03/24/2021	Email with co-counsel	1,100.00	0.1	110.00
03/24/2021	Call with Charles Moore	1,100.00	0.4	440.00
03/24/2021	Email from defense counsel; email from Michael Reese	1,100.00	0.1	110.00
03/25/2021	Draft email to co-counsel	1,100.00	0.1	110.00
03/25/2021	Draft email to Ron Chinitz re: replacement	1,100.00	0.1	110.00
03/25/2021	Draft email to Ron Chinitz re: replacement, send to co-counsel for review	1,100.00	0.2	220.00
03/25/2021	Call with Charlie Moore re: next steps in case	1,100.00	1.9	2090.00
03/25/2021	Email with Michael Reese and Charlie Moore re: next steps in case; legal analysis	1,100.00	1.0	1100.00
03/26/2021	Email with Charles Moore	1,100.00	0.1	110.00
03/26/2021	Prepare for calls with potential clients; call with Theophile Celestin; email to Theophile Celestin	1,100.00	0.3	330.00
03/26/2021	Call potential clients from Top Class Actions campaign; email to co-counsel; email to potential client Paula Johnson	1,100.00	0.3	330.00
03/27/2021	Email from opposing counsel and co-counsel; analyze next steps in case	1,100.00	1.0	1100.00
03/27/2021	Analyze next steps in case	1,100.00	2.0	2200.00
03/27/2021	Analyze next steps in case	1,100.00	1.0	1100.00
03/29/2021	Call with Charlie Moore	1,100.00	0.6	660.00
03/31/2021	Call with Charlie Moore re: defendants' motion for preliminary approval	1,100.00	1.0	1100.00
04/02/2021	Legal research	1,100.00	0.2	220.00
04/02/2021	Email to co-counsel re: next steps in case	1,100.00	0.3	330.00
04/02/2021	Call with Charles Moore	1,100.00	0.9	990.00
04/02/2021	Call with Charles Moore	1,100.00	0.2	220.00
04/02/2021	Email to Ronald Chinitz, Charlie Moore, Chris Moreland, and Michael Reese	1,100.00	0.2	220.00
04/06/2021	Call with co-counsel	1,100.00	0.5	550.00
04/06/2021	Analyze next steps in case	1,100.00	0.2	220.00
04/06/2021	Edit complaint	1,100.00	0.1	110.00
04/06/2021	Edit complaint	1,100.00	1.1	1210.00
04/06/2021	Edit complaint	1,100.00	0.4	440.00
04/07/2021	Edit complaint	1,100.00	0.2	220.00
04/07/2021	Edit complaint	1,100.00	1.0	1100.00
04/07/2021	Edit complaint and pre-suit letter	1,100.00	2.1	2310.00
04/07/2021	Email to co-counsel	1,100.00	0.1	110.00
04/07/2021	Legal research; email to co-counsel	1,100.00	0.1	110.00
04/07/2021	Edit pre-suit letter	1,100.00	0.6	660.00
04/07/2021	Call with Charlie Moore	1,100.00	0.9	990.00
04/07/2021	Edit pre-suit letter, email to co-counsel	1,100.00	0.4	440.00
04/07/2021	Finalize pre-suit letter and draft complaint, email to opposing counsel	1,100.00	1.3	1430.00
04/08/2021	Prepare CLRA letter for mailing to defendants	1,100.00	0.1	110.00
04/08/2021	Prepare CLRA letter for mailing to defendants	1,100.00	0.2	220.00
04/08/2021	Deliver CLRA letters to Telecom Evolutions, LLC, and Quality Speaks LLC to the Post Office for certified mailing	1,100.00	0.6	660.00
04/08/2021	Draft proposed email to Ron Chinitz attaching Court's Order and asking for consent to withdraw as counsel	1,100.00	0.5	550.00
04/08/2021	Draft proposed email to Ron Chinitz attaching Court's Order and asking for consent to withdraw as counsel, draft consent form, send to co-counsel	1,100.00	0.7	770.00
04/08/2021	Email with co-counsel; edit email to Ron Chinitz	1,100.00	0.3	330.00
04/16/2021	Call with Charles Moore	1,100.00	0.8	880.00
04/16/2021	Call with Michael Reese and Charlie Moore	1,100.00	1.0	1100.00
04/18/2021	Call with Charles Moore	1,100.00	0.5	550.00
04/20/2021	Edit motion and declaration in support of motion to be relieved as counsel; call with Charlie Moore; email to co-counsel	1,100.00	1.0	1100.00
04/20/2021	Submit filed motions to withdraw as counsel to Janney and Janney for service on Ronald Chinitz; email to co-counsel	1,100.00	0.6	660.00
04/20/2021	Email with co-counsel; legal research	1,100.00	0.1	110.00
05/04/2021	Edit my sections of reply in support of motion to amend complaint	1,100.00	0.2	220.00
05/04/2021	Edit my sections of reply in support of motion to amend complaint	1,100.00	0.8	880.00

05/05/2021	Edit my sections of reply in support of motion to amend complaint	1,100.00	0.4	440.00
05/05/2021	Edit my sections of reply in support of motion to amend complaint; email with co-counsel	1,100.00	2.6	2860.00
05/05/2021	Call with Charles Moore	1,100.00	0.3	330.00
05/05/2021	Edit declaration of George V. Granade in support of reply in support of withdrawal and declaration of George V. Granade in support of reply in support of motion to amend and substitute; finalize replies and supporting papers and submit to Janney and Janney for filing	1,100.00	1.7	1870.00
05/05/2021	Serve reply in support of motion to amend and supporting declaration and reply in support of motion to be relieved and support declaration on opposing counsel via File & ServeExpress	1,100.00	0.2	220.00
05/10/2021	Set up telephonic appearance for hearing on May 12, 2021, using L.A. Court Connect for me and Michael Reese; email to co-counsel	1,100.00	0.1	110.00
05/11/2021	Review tentative order on motion to amend and motions to withdraw	1,100.00	0.3	330.00
05/12/2021	Hearing on motion to amend, motions to withdraw, and motion to extend schedule; email with co-counsel	1,100.00	0.6	660.00
05/24/2021	Call with Charles Moore and opposing counsel	1,100.00	0.2	220.00
05/24/2021	Call with Charles Moore	1,100.00	0.5	550.00
07/28/2021	Call with co-counsel and opposing counsel re: settlement agreement	1,100.00	0.4	440.00
08/09/2021	Call with Simpluris, Charles Moore, and opposing counsel	1,100.00	0.5	550.00
08/18/2021	Call with opposing counsel; email with co-counsel	1,100.00	0.5	550.00
08/20/2021	Finalize Corrected First Amended Complaint and Proof of Service and submit to Janney and Janney for filing today; serve both on opposing counsel via File & ServeExpress	1,100.00	0.4	440.00
08/27/2021	Call with opposing counsel	1,100.00	0.2	220.00
09/05/2021	Edit joint further case management statement; email to co-counsel	1,100.00	0.5	550.00
09/07/2021	Call with opposing counsel; email updated joint status conference statement to opposing counsel	1,100.00	0.4	440.00
09/07/2021	Finalize joint further case management statement and proof of service	1,100.00	0.2	220.00
09/07/2021	Finalize joint further case management statement and proof of service and submit to Janney and Janney for filing tomorrow; serve opposing counsel via File & ServeExpress	1,100.00	0.3	330.00
09/28/2021	Edit settlement agreement	1,100.00	0.5	550.00
09/28/2021	Edit settlement agreement	1,100.00	1.3	1430.00
09/29/2021	Edit settlement agreement	1,100.00	0.3	330.00
09/30/2021	Edit settlement agreement	1,100.00	0.1	110.00
09/30/2021	Edit settlement agreement	1,100.00	0.1	110.00
09/30/2021	Edit settlement agreement	1,100.00	0.4	440.00
09/30/2021	Edit settlement agreement	1,100.00	0.1	110.00
09/30/2021	Edit settlement agreement	1,100.00	0.4	440.00
10/01/2021	Edit settlement agreement	1,100.00	0.5	550.00
10/01/2021	Edit settlement agreement	1,100.00	0.1	110.00
10/01/2021	Edit settlement agreement	1,100.00	0.1	110.00
10/02/2021	Edit settlement agreement	1,100.00	0.2	220.00
10/02/2021	Edit settlement agreement	1,100.00	0.1	110.00
10/02/2021	Edit settlement agreement	1,100.00	0.1	110.00
10/02/2021	Edit settlement agreement	1,100.00	0.2	220.00
10/02/2021	Edit settlement agreement	1,100.00	0.5	550.00
10/02/2021	Edit settlement agreement; email to Charles Moore	1,100.00	0.2	220.00
10/06/2021	Call with Charles Moore re: settlement agreement and preliminary approval	1,100.00	0.3	330.00
10/06/2021	Draft email to opposing counsel	1,100.00	0.3	330.00
10/06/2021	Email to opposing counsel	1,100.00	0.5	550.00
10/21/2021	Call with Charles Moore	1,100.00	0.7	770.00
10/21/2021	Edit settlement agreement; email to opposing counsel	1,100.00	0.7	770.00
10/26/2021	Edit notices to class	1,100.00	0.1	110.00
10/26/2021	Edit notices to class	1,100.00	0.1	110.00
10/26/2021	Edit notices to class	1,100.00	0.1	110.00
10/26/2021	Edit notices to class	1,100.00	0.4	440.00
10/26/2021	Edit notices to class	1,100.00	0.1	110.00
10/26/2021	Edit notices to class	1,100.00	0.1	110.00
10/26/2021	Edit notices to class	1,100.00	0.2	220.00
10/26/2021	Edit notices to class	1,100.00	0.4	440.00
10/26/2021	Edit notices to class	1,100.00	0.1	110.00
10/26/2021	Edit notices to class	1,100.00	2.1	2310.00
10/26/2021	Edit notices to class; email to opposing counsel	1,100.00	0.4	440.00
10/26/2021	Call with Charles Moore	1,100.00	1.0	1100.00
10/26/2021	Call with Charles Moore	1,100.00	0.2	220.00
10/26/2021	Edit settlement agreement; email to Charles Moore	1,100.00	0.1	110.00
10/27/2021	Email with opposing counsel	1,100.00	0.1	110.00

10/27/2021	Call with Charles Moore	1,100.00	0.2	220.00
10/27/2021	Call with Charles Moore	1,100.00	0.3	330.00
10/27/2021	Call with Charles Moore	1,100.00	0.2	220.00
10/27/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
10/28/2021	Edit motion for preliminary approval	1,100.00	2.3	2530.00
10/28/2021	Edit motion for preliminary approval	1,100.00	0.3	330.00
10/28/2021	Edit motion for preliminary approval	1,100.00	1.6	1760.00
10/28/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
10/28/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
10/28/2021	Edit motion for preliminary approval	1,100.00	0.9	990.00
10/28/2021	Edit motion for preliminary approval	1,100.00	0.3	330.00
10/28/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
10/28/2021	Edit motion for preliminary approval; email to Charles Moore	1,100.00	0.8	880.00
10/28/2021	Call with Charles Moore	1,100.00	0.5	550.00
10/28/2021	Edit declaration re: cy pres recipient; email to Charles Moore	1,100.00	0.3	330.00
10/29/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
10/29/2021	Edit motion for preliminary approval	1,100.00	0.4	440.00
10/29/2021	Edit motion for preliminary approval	1,100.00	0.3	330.00
10/29/2021	Edit motion for preliminary approval	1,100.00	0.2	220.00
10/29/2021	Call with Charles Moore	1,100.00	0.2	220.00
10/29/2021	Call with courtroom deputy	1,100.00	0.1	110.00
10/29/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
10/29/2021	Email to co-counsel	1,100.00	0.1	110.00
10/29/2021	Edit motion for preliminary approval	1,100.00	1.1	1210.00
10/29/2021	Edit motion for preliminary approval	1,100.00	0.3	330.00
10/29/2021	Edit motion for preliminary approval	1,100.00	0.6	660.00
10/30/2021	Edit motion for preliminary approval	1,100.00	0.5	550.00
10/31/2021	Edit motion for preliminary approval	1,100.00	0.2	220.00
11/01/2021	Edit motion for preliminary approval	1,100.00	0.5	550.00
11/01/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
11/01/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
11/01/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
11/01/2021	Edit motion for preliminary approval	1,100.00	0.2	220.00
11/01/2021	Edit motion for preliminary approval	1,100.00	1.1	1210.00
11/01/2021	Edit motion for preliminary approval	1,100.00	0.1	110.00
11/01/2021	Edit motion for preliminary approval	1,100.00	0.3	330.00
11/01/2021	Edit motion for preliminary approval	1,100.00	0.3	330.00
11/01/2021	Edit motion for preliminary approval	1,100.00	0.2	220.00
11/01/2021	Edit motion for preliminary approval	1,100.00	1.0	1100.00
11/01/2021	Edit motion for preliminary approval	1,100.00	1.9	2090.00
03/01/2022	Legal research re: remote appearances in state court; email to Charles Moore re: pro hac vice application of Clay Halunen	1,100.00	0.2	220.00
03/02/2022	Legal research re: pro hac vice requirements in state court; email to Charles Moore	1,100.00	0.1	110.00
03/02/2022	Call with Charles Moore	1,100.00	0.4	440.00
03/02/2022	Edit, file, and serve notice of intent to appear by remote video and proof of service	1,100.00	0.6	660.00
03/02/2022	Prepare for hearing on motion for preliminary approval	1,100.00	0.1	110.00
03/02/2022	Prepare for hearing on motion for preliminary approval	1,100.00	0.5	550.00
03/02/2022	Prepare for hearing on motion for preliminary approval	1,100.00	0.9	990.00
03/02/2022	Prepare for hearing on motion for preliminary approval	1,100.00	0.9	990.00
03/02/2022	Prepare for hearing on motion for preliminary approval	1,100.00	1.3	1430.00
03/03/2022	Prepare for hearing on motion for preliminary approval	1,100.00	0.1	110.00
03/03/2022	Prepare for hearing on motion for preliminary approval	1,100.00	0.2	220.00
03/03/2022	Call with Charles Moore	1,100.00	0.6	660.00
03/03/2022	Prepare for hearing motion for preliminary approval; edit pro hac vice motion for Clay Halunen	1,100.00	1.5	1650.00
03/04/2022	Prepare for hearing on motion for preliminary approval; call with Charles Moore	1,100.00	0.8	880.00
03/04/2022	Email to Jennifer Seltz	1,100.00	0.1	110.00
03/04/2022	File pro hac vice application of Clay Halunen; unable to file because electronic filing system is undergoing maintenance	1,100.00	0.1	110.00
03/06/2022	File pro hac vice application of Clay Halunen	1,100.00	0.1	110.00
03/06/2022	Prepare for hearing on motion for preliminary approval	1,100.00	0.8	880.00
03/07/2022	Review minute order; email with Michael Reese	1,100.00	0.1	110.00
03/09/2022	Call with Charles Moore	1,100.00	0.4	440.00
03/09/2022	Email to opposing counsel; review status of case	1,100.00	0.3	330.00
03/09/2022	Email to Charles Moore	1,100.00	0.3	330.00
03/16/2022	Call with Charles Moore; call with Charles Moore and Louis Dorny; email to opposing counsel	1,100.00	1.5	1650.00

03/23/2022	Email to Charlie Moore; email to opposing counsel; review order re: preliminary approval motion	1,100.00	0.2	220.00
03/30/2022	Email to opposing counsel	1,100.00	0.1	110.00
04/02/2022	Review status of case	1,100.00	0.4	440.00
04/06/2022	Edit settlement agreement	1,100.00	0.2	220.00
04/06/2022	Edit settlement agreement	1,100.00	0.2	220.00
04/06/2022	Edit settlement agreement	1,100.00	1.0	1100.00
04/06/2022	Edit settlement agreement; call with Louis Dorny and Charles Moore; call with Charles Moore	1,100.00	0.8	880.00
04/06/2022	Edit settlement agreement	1,100.00	0.6	660.00
04/06/2022	Edit settlement agreement	1,100.00	0.3	330.00
04/06/2022	Edit settlement agreement	1,100.00	0.3	330.00
04/12/2022	Prepare for call with Charles Moore; call with Charles Moore	1,100.00	0.6	660.00
04/12/2022	Email to Charles Moore	1,100.00	0.3	330.00
04/13/2022	Prepare for call with Louis Dorny; email with Louis Dorny; call with Louis Dorny and Charles Moore; email to opposing counsel	1,100.00	0.4	440.00
04/15/2022	Edit notices of class action settlement	1,100.00	0.3	330.00
04/16/2022	Edit notices of class action settlement	1,100.00	0.8	880.00
04/16/2022	Edit notices of class action settlement	1,100.00	0.3	330.00
04/17/2022	Edit notices of class action settlement	1,100.00	1.8	1980.00
04/25/2022	Edit stipulation extending deadline for supplemental brief	1,100.00	0.3	330.00
04/25/2022	Edit stipulation extending deadline for supplemental brief; email to opposing counsel	1,100.00	0.2	220.00
04/25/2022	Finalize and file stipulation extending deadline for supplemental brief; serve stipulation extending deadline for supplemental brief	1,100.00	0.3	330.00
04/25/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.6	660.00
04/26/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.5	550.00
04/26/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.4	440.00
04/27/2022	Edit claim form; email with Michael Reese and Charles Moore	1,100.00	1.1	1210.00
04/29/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	1.2	1320.00
04/29/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.1	110.00
04/29/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	1.4	1540.00
04/29/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.3	330.00
04/29/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.2	220.00
04/29/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.1	110.00
04/29/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.2	220.00
04/29/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.2	220.00
04/30/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.3	330.00
04/30/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.3	330.00
04/30/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.2	220.00
04/30/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.1	110.00
04/30/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.9	990.00
05/01/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.1	110.00
05/01/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.4	440.00
05/01/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.3	330.00
05/01/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.4	440.00
05/01/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.4	440.00
05/02/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.9	990.00
05/02/2022	Edit supplemental brief in support of motion for preliminary approval	1,100.00	0.3	330.00
05/02/2022	Edit supplemental brief in support of motion for preliminary approval; email to co-counsel	1,100.00	0.8	880.00
05/03/2022	Finalize supplemental brief in support of preliminary approval and supporting documents	1,100.00	0.7	770.00
05/03/2022	Finalize supplemental brief in support of preliminary approval and supporting documents	1,100.00	0.3	330.00
05/03/2022	Finalize supplemental brief in support of preliminary approval and supporting documents	1,100.00	0.2	220.00
05/03/2022	Finalize supplemental brief in support of preliminary approval and supporting documents	1,100.00	0.1	110.00
05/03/2022	Finalize supplemental brief in support of preliminary approval and supporting documents	1,100.00	1.2	1320.00
05/03/2022	Finalize supplemental brief in support of preliminary approval and supporting documents	1,100.00	0.1	110.00
05/03/2022	Finalize supplemental brief in support of preliminary approval and supporting documents	1,100.00	0.4	440.00
05/03/2022	Finalize and file supplemental brief in support of preliminary approval and supporting documents; serve supplemental brief in support of preliminary approval and supporting documents	1,100.00	1.1	1210.00
05/12/2022	File notice of remote appearance	1,100.00	0.2	220.00

05/13/2022	Edit notice of intent to appear remotely at hearing (Form RA-010) for George Granade and Charles Moore; email Charles Moore	1,100.00	0.4	440.00
05/13/2022	Finalize, file, and serve notice of intent to appear remotely at hearing (Form RA-010) for George Granade and Charles Moore	1,100.00	0.2	220.00
05/18/2022	Call with Charles Moore re: preliminary approval hearing	1,100.00	0.5	550.00
05/18/2022	Hearing on motion for preliminary approval; call with Charles Moore; email with Michael Reese	1,100.00	1.8	1980.00
05/18/2022	Edit second amended settlement agreement	1,100.00	0.4	440.00
05/24/2022	Edit declaration attesting to the parties' adoption of the revisions the Court set forth in the tentative order granting preliminary approval	1,100.00	0.3	330.00
05/24/2022	Edit declaration attesting to the parties' adoption of the revisions the Court set forth in the tentative order granting preliminary approval; edit proof of service	1,100.00	0.1	110.00
05/24/2022	Edit declaration attesting to the parties' adoption of the revisions the Court set forth in the tentative order granting preliminary approval; edit proof of service	1,100.00	0.7	770.00
05/24/2022	Review Order Granting Motion for Preliminary Approval of Class Action Settlement on Conditions	1,100.00	0.1	110.00
06/15/2022	Call with representatives of Kroll, Charles Moore, and Louis Dorny; call with Charles Moore and Louis Dorny; call with Charles Moore	1,100.00	1.7	1870.00
06/16/2022	Email with Charles Moore and Michael Reese; email to Louis Dorny and Charles Moore	1,100.00	0.3	330.00
06/16/2022	Prepare for call with opposing counsel re: how settlement administrator should process claims; call with Charles Moore and Louis Dorny; call with Charles Moore	1,100.00	1.2	1320.00
06/16/2022	Email with Michael Reese and Charles Moore	1,100.00	0.1	110.00
06/16/2022	Email with Michael Reese and Charles Moore	1,100.00	0.6	660.00
06/17/2022	Email to notice administrator, co-counsel, and opposing counsel re: media plan	1,100.00	0.1	110.00
06/22/2022	Call with Louis Dorny and Charles Moore; call with Charles Moore	1,100.00	0.7	770.00
07/14/2022	Edit proof of service of notice of case reassignment	1,100.00	0.1	110.00
07/14/2022	Serve notice of case reassignment and proof of service on Defendant; file proof of service	1,100.00	0.2	220.00
07/19/2022	Email with Michael Reese and Charles Moore	1,100.00	0.1	110.00
07/19/2022	Email with Michael Reese and Charles Moore	1,100.00	0.2	220.00
07/19/2022	Review Preliminary Approval Order	1,100.00	0.2	220.00
07/20/2022	Email to opposing counsel; email to settlement administrator and opposing counsel	1,100.00	0.1	110.00
08/16/2022	Call with Charles Moore and Louis Dorny; call with Charles Moore	1,100.00	1.3	1430.00
08/16/2022	Email to Charles Moore	1,100.00	0.2	220.00
08/22/2022	Call with Kroll, Charles Moore, and Louis Dorny	1,100.00	0.7	770.00
10/05/2022	Call with Charles Moore	1,100.00	0.5	550.00
10/10/2022	Email to opposing counsel re: scheduling of deficiency notices	1,100.00	0.2	220.00
10/12/2022	Call with opposing counsel and settlement administrator; call with Charles Moore	1,100.00	1.2	1320.00
11/01/2022	Call with Michael Reese and Charlie Moore	1,100.00	1.0	1100.00
11/11/2022	Edit pro hac vice application of Susan Coler and supporting documents	1,100.00	1.0	1100.00
11/11/2022	Edit pro hac vice application of Susan Coler and supporting documents; email to Charles Moore	1,100.00	0.1	110.00
11/14/2022	Call with notice administrator and opposing counsel	1,100.00	0.7	770.00
11/17/2022	Call with co-counsel and settlement administrator	1,100.00	0.9	990.00
11/28/2022	Call with Charles Moore	1,100.00	1.0	1100.00
11/28/2022	Email to Charles Moore re: pro hac vice application of Susan Coler of Halunen Law	1,100.00	0.4	440.00
11/29/2022	Finalize pro hac vice application of Susan M. Coler and accompanying documents for filing	1,100.00	0.2	220.00
12/05/2022	Call with co-counsel, opposing counsel, and Kroll; email with co-counsel	1,100.00	0.8	880.00
		TOTAL	400.7	440770.00

Reese LLP - Time Entries of Michael R. Reese

Date Start: 1/1/2015 | Date End: 12/7/2022 | Case: Chinitz v. Telecom Evolutions, LLC

Date	Description	Hourly Rate	Billable Time	Bill Amt
08/07/2017	Email with co-counsel Melissa Weiner regarding potential case	1,300.00	0.2	260.00
09/22/2017	Review and edit draft complaint and CLRA demand letter	1,300.00	1.8	2340.00
10/17/2017	Review and edit draft complaint and CLRA demand letter	1,300.00	2.5	3250.00
12/17/2017	Review tolling agreement	1,300.00	0.1	130.00
03/14/2018	Review DSL response to CLRA letter	1,300.00	0.3	390.00
05/15/2018	Edit settlement demand letter	1,300.00	0.2	260.00
05/23/2018	Review settlement response from defense counsel Keith Salek	1,300.00	0.3	390.00
06/15/2018	Email with George Granade regarding status of case and settlement discussions	1,300.00	0.8	1040.00
06/19/2018	call with George Granade and Charlie Moore regarding status of settlement discussions	1,300.00	0.3	390.00
08/07/2018	Email with George Granade regarding settlement demand	1,300.00	0.5	650.00
08/08/2018	Email with George Granade regarding settlement	1,300.00	0.5	650.00
09/27/2018	Review and revise draft of complaint	1,300.00	0.8	1040.00
11/30/2018	Discuss status of case with Granade	1,300.00	0.5	650.00
12/06/2018	Final edits to complaint; discussion with Granade re complaint	1,300.00	1.7	2210.00
12/07/2018	Email with George Granade regarding finalizing complaint	1,300.00	0.3	390.00
12/10/2018	Discussion with George Granade regarding complaint and client discussions	1,300.00	0.3	390.00
02/04/2019	Review and research email from defense counsel Caitlyn Hobbs re demurrer	1,300.00	0.5	650.00
02/07/2019	Call with Hobbs, Moore, and Granade re demurrer	1,300.00	0.3	390.00
03/13/2019	Call with co-counsel; discussion with George Granade regarding opposition to demurr	1,300.00	0.4	520.00
03/14/2019	Discussion with Granade regarding demurrer	1,300.00	0.2	260.00
04/01/2019	Provide edits to opposition to demurrer	1,300.00	1.8	2340.00
04/02/2019	email with Granade regarding demurrer opposition	1,300.00	0.1	130.00
04/15/2019	Travel to Los Angeles for hearing on demurrer	1,300.00	10.5	13650.00
04/16/2019	prep for hearing on demurrer	1,300.00	8.8	11440.00
04/17/2019	prep for hearing on demurrer and argue opp at demurrer	1,300.00	2.8	3640.00
04/18/2019	return travel from LA to NYC from demurrer hearing	1,300.00	8.5	11050.00
06/05/2019	Call with Charles Moore and George Granade regarding discovery	1,300.00	0.3	390.00
9/15/2019	Travel from NYC to California for mediation	1,300.00	10.5	13650.00
09/16/2019	Mediation	1,300.00	9.5	12350.00
09/17/2019	Return from California to NYC following mediation	1,300.00	10.5	13650.00
11/24/2019	Travel from NYC to California for mediation	1,300.00	10.5	13650.00
11/25/2019	Mediation; discussion with co-counsel	1,300.00	10.3	13390.00
11/26/2019	Return travel from Irvine to NYC following mediation	1,300.00	10.5	13650.00
03/03/2020	Call with George Granade regarding status of case and discovery	1,300.00	0.6	780.00
03/05/2020	Call with George Granade, Charles Moore, and Patrick Mulkern	1,300.00	0.2	260.00
04/06/2020	Call with George Granade and Carlos Ramirez re discovery	1,300.00	0.1	130.00
09/01/2020	Call with Jean-Pierre Dube, Charles Moore, Christopher Moreland, and George Granade regarding damages model for class certification	1,300.00	1.5	1950.00
01/20/2021	Call with George Granade regarding status of case	1,300.00	0.1	130.00
01/26/2021	Call with George Granade and Charles Moore	1,300.00	0.2	260.00
02/02/2021	Call with George Granade	1,300.00	0.2	260.00
03/18/2021	Call with George Granade and Ron Chinitz; call with George Granade	1,300.00	1.0	1300.00
04/16/2021	Call with George Granade and Charlie Moore	1,300.00	1.0	1300.00
06/16/2022	Email with George Granade and Charles Moore regarding settlement	1,300.00	0.1	130.00
06/16/2022	Email with George Granade and Charles Moore regarding settlement	1,300.00	0.6	780.00
11/01/2022	Call with George Granade and Charlie Moore regarding settlement	1,300.00	1.0	1300.00
	TOTAL		113.7	147810.00

Reese LLP - Time Entries of Charles D. Moore

Date Start: 1/1/2015 | Date End: 12/7/2022 | Case: Chinitz v. Telecom Evolutions, LLC

Date	Description	Hourly Rate	Billable Time	Bill Amt
05/07/2021	Finalize and file notice of change of address	950.00	0.3	285.00
05/11/2021	Reviewing file in preparation for hearing on Mot. Withdraw and Mot. Amend	950.00	5.2	4940.00
05/12/2021	Reviewing file in preparation for hearing on Mot. Withdraw and Mot. Amend	950.00	3.0	2850.00
05/13/2021	Email to def. re: production of documents	950.00	0.1	95.00
05/13/2021	Email to def. re: production of documents	950.00	0.1	95.00
05/14/2021	Email to def. re: production of documents	950.00	0.4	380.00
05/19/2021	Finalizing Amended Complaint and emailing to client for approval	950.00	0.1	95.00
05/19/2021	Email to co-counsel re: terminating Ron's retainer	950.00	0.1	95.00
05/21/2021	Finalizing and Filing Amended Complaint	950.00	0.1	95.00
05/21/2021	Finalizing and Filing Amended Complaint	950.00	0.3	285.00
05/24/2021	Call w/ def. re: belaire notice and production	950.00	0.2	190.00
06/16/2021	Reviewing Briseno decision	950.00	0.5	475.00
06/23/2021	Editing Settlement Agreement	950.00	0.8	760.00
06/23/2021	Editing Settlement Agreement	950.00	0.0	0.00
06/23/2021	Editing Settlement Agreement	950.00	0.3	285.00
06/24/2021	Editing Settlement Agreement	950.00	0.4	380.00
06/29/2021	drafting email to co-counsel re: settlement	950.00	0.2	190.00
09/01/2021	Call w/ clients	950.00	0.1	95.00
09/07/2021	Call w/ def. re settlement	950.00	0.4	380.00
10/20/2021	Call w/ Def. and Admin	950.00	0.8	760.00
10/21/2021	Drafting Long-Form Notice	950.00	1.5	1425.00
10/26/2021	Call w/ co-counsel re: finalizing settlement and preliminary approval	950.00	0.9	855.00
10/26/2021	Call with admin	950.00	0.1	95.00
10/26/2021	Reviewing settlement and cross referencing to preliminary approval check list	950.00	1.1	1045.00
10/26/2021	Call w/ co-counsel	950.00	0.5	475.00
10/26/2021	Reviewing settlement and cross referencing to preliminary approval check list	950.00	1.2	1140.00
10/26/2021	Call w/ co-counsel re: finalizing settlement and preliminary approval	950.00	0.2	190.00
10/26/2021	Call w/ co-counsel re: finalizing settlement and preliminary approval	950.00	0.2	190.00
10/26/2021	Reviewing settlement and cross referencing to preliminary approval check list	950.00	0.9	855.00
10/27/2021	Call w/ defense re: finalizing settlement and preliminary approval	950.00	0.6	570.00
10/27/2021	Reviewing settlement and cross referencing to preliminary approval check list	950.00	1.4	1330.00
10/27/2021	Reviewing settlement and cross referencing to preliminary approval check list	950.00	0.4	380.00
10/28/2021	Drafting Motion for Preliminary Approval	950.00	1.0	950.00
10/28/2021	Call w/ defense counsel	950.00	1.2	1140.00
10/28/2021	Drafting Motion for Preliminary Approval	950.00	0.3	285.00
10/28/2021	Drafting Motion for Preliminary Approval	950.00	2.8	2660.00
10/29/2021	Drafting Proposed Order	950.00	0.4	380.00
03/16/2022	Preparing for Call with Def.	950.00	1.5	1425.00
03/16/2022	Call with Def.	950.00	0.6	570.00
04/18/2022	Call and email w/ admin	950.00	0.1	95.00
04/18/2022	Drafting Declarations for preliminary approval	950.00	0.5	475.00
04/29/2022	Drafting plaintiff's adequacy declaration	950.00	0.3	285.00
05/02/2022	Reviewing supplemental brief ISO prelim approval	950.00	1.5	1425.00
05/02/2022	Finalizing Declarations for Signatures	950.00	0.4	380.00
05/02/2022	Call w/ client	950.00	0.4	380.00
05/02/2022	Call w/ client	950.00	0.2	190.00
05/02/2022	Finalizing Declarations for Signatures	950.00	0.4	380.00
05/18/2022	Hearing on Motion for preliminary approval	950.00	1.1	1045.00
05/23/2022	Finalizing settlement for signatures	950.00	0.2	190.00
06/15/2022	Call w/ admin	950.00	1.0	950.00
06/15/2022	Call w/ Def. counsel	950.00	0.2	190.00
06/15/2022	Call w/ co-counsel re: call w/ admin and def.	950.00	0.5	475.00
06/16/2022	Call with Defense counsel and admin	950.00	0.8	760.00
06/17/2022	Reviewing Notices provided by admin	950.00	0.1	95.00
06/21/2022	Email to admin	950.00	0.6	570.00
06/21/2022	Reviewing publication notice	950.00	0.2	190.00
06/21/2022	Call w/ admin	950.00	0.3	285.00
06/23/2022	Reviewing settlement website	950.00	0.6	570.00
06/24/2022	Final review of website	950.00	0.6	570.00

06/24/2022	Final review of website	950.00	0.1	95.00
08/16/2022	Call w/ def.	950.00	0.5	475.00
08/16/2022	Call w/ co-counsel	950.00	0.9	855.00
08/22/2022	Call w/ admin	950.00	0.7	665.00
08/25/2022	Call w/ client re: update	950.00	0.1	95.00
10/05/2022	Call w/ co-counsel and defense counsel re: admin	950.00	0.5	475.00
10/05/2022	Call w/ co-counsel and defense counsel re: admin	950.00	0.2	190.00
10/12/2022	Call w/ admin	950.00	1.2	1140.00
11/01/2022	Call w/ co-counsel re: DSL Extreme	950.00	1.1	1045.00
11/03/2022	Draft pro hac vice for susan	950.00	0.5	475.00
11/03/2022	Drafting notice of withdrawal of counsel for Clay	950.00	0.8	760.00
11/14/2022	Call w/ admin	950.00	0.7	665.00
11/17/2022	Call w/ admin	950.00	1.0	950.00
11/28/2022	Call w/ co-counsel re: admin	950.00	1.0	950.00
11/28/2022	Call w/ co-counsel	950.00	0.1	95.00
		TOTAL	49.6	47120.00

EXHIBIT 5

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17 *Attorneys for Plaintiffs*

18 **UNITED STATES DISTRICT COURT**

19 **CENTRAL DISTRICT OF CALIFORNIA**

20 ALEX MORGAN, et al.,
21 Plaintiffs,
22 v.
23 UNITED STATES SOCCER
24 FEDERATION, INC.,
25 Defendant.

Case No. 2:19-CV-01717-RGK-AGR

Assigned to: Judge R. Gary Klausner

DECLARATION OF JEFFREY L. KESSLER IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND EXPENSES

Date: December 12, 2022
Time: 9:00 a.m.
Place: Courtroom: 850

1 I, Jeffrey L. Kessler, hereby declare, under penalty of perjury, as follows:

2 1. I am a partner and Co-Executive Chairman of Winston & Strawn LLP, co-
3 lead counsel for Plaintiffs and the certified classes in this matter. I am also the former
4 co-chair of the firm's Sports Law Practice. I have personal knowledge of the facts set
5 forth herein and if called upon to testify thereto, I could and would do so.

6 2. I submit this declaration, together with the attached exhibits, in support of
7 Plaintiffs' motion for attorneys' fees and expenses.

8 3. In its order certifying the Rule 23(b)(2) and 23(b)(3) classes and the
9 collective action (Dkt. 98), the Court appointed my firm as class counsel in this matter.

10 4. My and my colleagues' qualifications and extensive experience in class
11 action, sports, and employment matters are described in detail in my declaration in
12 support of Plaintiffs' class certification motion. *See* Dkt. 64-1. I have attached here as
13 **Exhibit 1** biographies for the primary team of Winston & Strawn attorneys leading
14 Plaintiffs' case. These lawyers are all experienced employment, commercial litigation,
15 and/or sports lawyers. Indeed, Winston & Strawn has one of the leading sports law
16 practices in the country. Members of the Winston & Strawn litigation team for this case
17 have been involved in some of the most important sports cases of the last three decades
18 and are considered among the most prominent practitioners in this field. Attached here
19 as **Exhibit 2** are materials about Winston & Strawn's employment and sports law
20 practices that provide additional information about the firm's well-recognized expertise
21 and capabilities.

22 5. As detailed more fully below, Winston & Strawn attorneys were
23 extensively involved in all aspects of this litigation. Winston & Strawn attorneys took
24 the lead on nearly every aspect of litigation before this Court, including: organizing and
25 completing document review; drafting discovery requests and responses; corresponding
26 with defense counsel; leading meet-and-confer discussions with opposing counsel that
27 governed document production, depositions, scheduling, and all other manner of
28 discovery disputes; taking and defending depositions; working with experts; drafting

1 nearly every motion, opposition, and written submission filed with the Court (including
2 on USSF's motion to transfer, class certification, and summary judgment) and handling
3 all related work including legal research, discussion of briefing strategy, and editing
4 drafts; preparing this case for trial; and negotiating and finalizing settlement with USSF.
5 These efforts are described in more detail below.

6 **PRE-LAWSUIT INVESTIGATION**

7 6. Before filing suit, Winston & Strawn attorneys thoroughly investigated the
8 merits of Plaintiffs' gender-discrimination claims. Winston & Strawn attorneys
9 specifically: (1) conducted informational interviews with current and former WNT
10 players; (2) scrutinized the terms of USSF's collective bargaining agreements with
11 WNT and MNT players; (3) analyzed the complicated pay structures in USSF's various
12 CBAs; (4) assessed USSF's historical treatment of its senior national teams in their
13 working conditions; (5) familiarized themselves with the market for and interest in both
14 men's and women's international soccer; (6) developed legal theories grounded in
15 provable facts; (7) corresponded with USSF's counsel on the merits of Plaintiffs'
16 discrimination claims; and (8) represented the four named plaintiffs in their complaint
17 and subsequent investigation before the EEOC, which was a prerequisite to filing the
18 claims in this litigation.

19 **SUMMARY OF DISCOVERY EFFORTS**

20 7. Discovery in this case took place for seven months from August 2019
21 through February 2020. During this time, Plaintiffs served five sets of document
22 requests containing 67 requests for production and 16 interrogatories. USSF served
23 interrogatories and over two dozen document requests. Winston & Strawn attorneys
24 prepared and acted to enforce Plaintiffs' document requests and interrogatories.
25 Winston & Strawn attorneys also worked with Plaintiffs to gather documents and to
26 prepare Plaintiffs' responses to USSF's requests.

27 8. The parties produced tens of thousands of documents. Winston & Strawn
28 attorneys spent substantial time collecting, reviewing, and making privilege,

1 confidentiality, and responsiveness determinations for thousands of potential
2 documents to be produced to USSF. To do so, Winston & Strawn attorneys devised a
3 multi-step review protocol. Class counsel prepared and produced a 121-page, 1,000-
4 document-plus privilege log for Plaintiffs' productions. To limit cost, the firm relied
5 on in-firm "review" attorneys and professionals who specialize in e-Discovery and bill
6 at substantially lower hourly rates to assist with document review. Winston & Strawn
7 associates (with partner oversight) worked with this review team to ensure an efficient
8 document review and production process.

9 9. Class counsel also reviewed and analyzed the thousands of documents that
10 USSF produced. Reviewing such voluminous document productions and analyzing
11 which documents supported Plaintiffs' case (including by identifying the best evidence
12 for use at depositions, trials, and motions) was a major undertaking.

13 10. The parties engaged in extensive negotiations regarding the scope and
14 substance of discovery and raised many discovery disputes with the Court during the
15 process. Discovery negotiations involved numerous calls and correspondence with
16 USSF's counsel. They also involved extensive discussions on appropriate search terms
17 and custodians that the parties would apply to their document collection. Winston &
18 Strawn attorneys devised and cross-checked search terms and custodians, testing terms
19 with the assistance of Winston & Strawn's e-Discovery team, to ensure an efficient and
20 thorough document production.

21 11. The parties deposed nearly twenty fact witnesses, with Plaintiffs deposing
22 seven USSF witnesses including former USSF Presidents Carlos Cordeiro and Sunil
23 Gulati; the former Chief Commercial Officer, Jay Berhalter; the Managing Director of
24 Administration, Tom King; the former Head Coach of the WNT, Jill Ellis; the Chief
25 Financial Officer, Pinky Raina; and Senior Counsel Greg Fike. Plaintiffs also deposed
26 third parties Visa and Coke, which are USSF sponsors. USSF deposed ten fact
27 witnesses, including all four class representatives and Becca Roux, the WNT union's
28 Executive Director.

1 12. Plaintiffs retained and Winston paid the fees for three experts: Dr. Finnie
2 Cook, an economist; Dr. Caren Goldberg, a human resource expert and consultant; and
3 Dr. Roger Noll, a well-published sports economist and economics professor at Stanford
4 University. Collectively, Plaintiffs' experts prepared and submitted six expert reports
5 (covering opening, rebuttal, and supplemental reports). Class counsel worked closely
6 with these experts as they drafted their reports, formulated their analyses, and sought
7 additional information as the case developed. Winston & Strawn attorneys assisted
8 Plaintiffs' experts in identifying and gathering the relevant materials for their expert
9 analyses. USSF deposed each of Plaintiffs' experts. Class counsel prepared Plaintiffs'
10 experts for their depositions.

11 13. USSF retained three experts: Phillip Miscimarra, a partner at the national
12 law firm Morgan Lewis, & Bockius LLP; Carlyn Irwin, a senior advisor with the
13 economics consulting firm Cornerstone Research; and Dr. Justin McCrary, an
14 economist and professor at Columbia University. Mr. Miscimarra and Dr. McCrary
15 opined on the parties' collective bargaining process and agreements plus issues on
16 federal labor law, while Ms. Irwin analyzed revenue and compensation issues. Class
17 counsel analyzed the reports from each USSF expert. Class counsel also deposed each
18 USSF expert.

19 14. Class counsel spent thousands of hours on fact and expert discovery with
20 the goal of carefully developing a strong record on the parties' claims and defenses.

21 15. This case required a thorough analysis of the collective bargaining history
22 between USSF, on one hand, and the WNT and MNT player unions, on the other, going
23 back nearly a decade. This history yielded multiple collective bargaining agreements
24 that required a side-by-side analysis to identify pay and treatment disparities. This
25 entailed multi-year comparisons of MNT and WNT players' compensation; their modes
26 of transportation and hotel accommodations; their venue surface conditions; USSF's
27 spend on player airfare, hotels, and meals; and overall team performance.

1 **TRIAL PREPARATION AND THE WORKING-CONDITIONS**
2 **SETTLEMENT**

3 16. In the first half of 2020, class counsel spent significant time and resources
4 preparing for trial on both Plaintiffs’ pay and non-pay claims. This included briefing
5 motions in limine (with class counsel drafting 11 such motions and preparing
6 oppositions for USSF’s 5 motions in limine) and negotiating, drafting, and exchanging
7 pretrial submissions, including witness lists, deposition designations and counter
8 designations, exhibit lists (which entailed coordinating Plaintiffs’ efforts to identify
9 such exhibits and to review USSF’s exhibits for objections), and jury instructions.

10 17. Even after the Court dismissed Plaintiffs’ pay-discrimination claims, class
11 counsel continued trial preparation on the surviving working-conditions claims.

12 18. Plaintiffs (with class counsel at the helm for them) have discussed
13 settlement of their pay and working-conditions claims dating back to the EEOC’s
14 investigation of Plaintiffs’ charges in 2016. After this lawsuit was filed, Plaintiffs and
15 USSF had a formal two-day mediation with JAMS in August 2019, with class counsel,
16 class representatives, and senior USSF officials and counsel present. The parties
17 engaged in further informal settlement communications through the close of discovery
18 and pretrial preparation.

19 19. From July through November 2020, the parties again discussed settlement
20 of Plaintiffs’ working-conditions claims. This included several formal virtual meetings
21 plus extensive informal negotiation through regular calls and correspondence. The
22 parties also exchanged multiple drafts of a proposed settlement agreement and policy
23 documents. During these months, class counsel spent significant time negotiating and
24 finalizing an agreement that would provide for equality in the WNT players’ working
25 conditions.

26 **THE PAY-CLAIMS SETTLEMENT**

27 20. After the parties settled Plaintiffs’ working-conditions claims, Plaintiffs
28 appealed the Court’s summary judgment ruling to the Ninth Circuit. Class counsel

1 worked closely with co-counsel, Mayer Brown, in fully briefing that appeal and
2 preparing for the then-scheduled March 7, 2022 oral argument.

3 21. After appealing to the Ninth Circuit, the parties continued to engage in
4 extensive settlement discussions to resolve Plaintiffs' pay-discrimination claims. Class
5 counsel led those efforts for the classes. These efforts included a full-day mediation in
6 May 2021 that, while unsuccessful in resolving the claims, led to continued dialogue
7 and calls. These informal calls and correspondence led to repeated back-and-forth
8 exchanges of proposed term sheets.

9 22. The parties agreed to a settlement of Plaintiffs' pay-discrimination claims
10 in February 2022. This was just weeks before the parties' Ninth Circuit oral argument,
11 which class counsel was simultaneously preparing for. The months of settlement
12 negotiations surrounding Plaintiffs' pay-discrimination claims required substantial time
13 and effort.

14 **ATTORNEYS' FEES**

15 23. Class counsel entered into a contingency fee agreement with Plaintiffs.
16 The 28 individual Plaintiffs and class counsel agreed that counsel would be awarded
17 30% of the total proceeds recovered on behalf of the players, after the reimbursement
18 of expenses, subject to court approval, with the remaining 70% paid to the players.

19 24. Class counsel's recovery of attorneys' fees and costs was thus contingent
20 entirely on the outcome of this litigation: if Plaintiffs took nothing, class counsel would
21 take nothing.

22 25. The fees by class counsel incurred from attorneys, paralegals, and e-
23 Discovery through April 6, 2022 totaled \$11,496,079 (i.e., \$11,330,196 for partners, of
24 counsel, associates, and paralegals plus \$165,883 from the e-Discovery team). A more
25 detailed explanation and breakdown is set forth below.

26 26. From the inception of this case (including Winston & Strawn's pre-filing
27 investigation) through April 6, 2022, Winston & Strawn lawyers and paralegals have
28 invested 15,986.7 hours over a three-year-plus span. The value of that time, using the

1 historic hourly billing rates of the firm at the time the services were rendered, is
 2 \$11,330,196. The rates used to calculate these figures are the usual and customary
 3 hourly rates charged for each attorney or staff member’s services at Winston & Strawn
 4 at the applicable time.

5 27. Detailed below is a list of Winston & Strawn attorneys and paralegals who
 6 worked on the case, along with their applicable historical rates and total hours worked
 7 for each year of the case. On December 6, 2019, Judge Nathanael Cousins found, in
 8 another litigation, that Winston & Strawn’s billing rates “rang[ing] from \$85 per hour
 9 for review attorneys to \$1,515 for certain partners ... are reasonable.” *In re Nat’l*
 10 *Collegiate Athletic Ass’n Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 14-MD-02541-
 11 CW-NC, 2019 WL 12194763, at *3 (N.D. Cal. Dec. 6, 2019), *adopted* (Feb. 24, 2020).

Calendar Year 2019				
Timekeeper	Role	Historical Rate	Hours	Value Added
Parsigian, Jeanifer	Associate	\$805	1010.9	\$813,775
Edmondson, Kerrie	Associate	\$540	1205.3	\$650,835
Spangler, Cardelle	Partner	\$850	628.4	\$534,098
Kessler, Jeffrey	Partner	\$1,515	322.0	\$487,830
Schanowski, Eric	Associate	\$540	662.4	\$357,696
Tsukerman, Lev	Associate	\$570	523.9	\$298,623
Feher, David	Partner	\$1,245	206.5	\$257,093
Sherman, Scott	Associate	\$570	443.7	\$252,909
Washington, Drew	Associate	\$580	280.1	\$162,458
Leiden, Diana	Partner	\$860	183.1	\$157,466
Obi, Shawn	Associate	\$805	133.3	\$107,307
Metz, Dina	Paralegal	\$330	294.8	\$97,284
Kyritsopoulos, Corinne	Paralegal	\$310	250.5	\$77,655
Hampton, Ian	Associate	\$755	63.3	\$47,792
Markarian, Lara	Associate	\$580	77.6	\$45,008
Pichardo-Ley, Erika	Paralegal	\$160	251.3	\$40,208
Bily, Sarah	Associate	\$660	48.1	\$31,746
Cole, Eva	Partner	\$1,070	24.8	\$26,536
Ostrander, Benjamin	Associate	\$695	1.2	\$834
Abing, Carol	Paralegal	\$325	1.2	\$390
Cruz, Erick	Paralegal	\$265	0.5	\$133
Grand Total			6,612.8	\$4,447,673

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Calendar Year 2020				
Timekeeper	Role	Historical Rate	Hours	Value Added
Parsigian, Jeanifer	Associate	\$885	961.5	\$850,928
Kessler, Jeffrey	Partner	\$1,600	392.6	\$628,160
Tsukerman, Lev	Associate	\$660	910.1	\$600,666
Sherman, Scott	Associate	\$660	801.1	\$528,726
Spangler, Cardelle	Partner	\$890	566.5	\$504,141
Edmondson, Kerrie	Associate	\$610	702.6	\$428,586
Leiden, Diana	Partner	\$930	422.2	\$392,646
Schanowski, Eric	Associate	\$590	510.2	\$301,018
Feher, David	Partner	\$1,315	196.0	\$257,740
Washington, Drew	Associate	\$580	419.0	\$243,020
Bily, Sarah	Associate	\$760	260.5	\$197,980
Kyritsopoulos, Corinne	Paralegal	\$315	605.0	\$190,575
Momand, Marjon	Associate	\$580	290.7	\$168,606
Markarian, Lara	Associate	\$580	277.9	\$161,182
Obi, Shawn	Associate	\$885	176.1	\$155,849
Metz, Dina	Paralegal	\$335	372.9	\$124,922
Pichardo-Ley, Erika	Paralegal	\$185	496.6	\$91,871
Hudgens, Johanna	Associate	\$810	86.4	\$69,984
Edwards, Sandra	Partner	\$1145	38.0	\$43,510
Kellerman, Dillon	Associate	\$580	21.2	\$12,296
Coberly, Linda	Partner	\$1,165	8.0	\$9,320
Skridul, Robert	Paralegal	\$350	2.5	\$875
Ostrander, Benjamin	Associate	\$790	0.5	\$395
Abing, Carol	Paralegal	\$330	1.0	\$330
Skogg, Gregory	Paralegal	\$350	.3	\$105
Grand Total			8,519.4	\$5,963,429

Calendar Year 2021				
Timekeeper	Role	Historical Rate	Hours	Value Added
Kessler, Jeffrey	Partner	\$1,695	135.0	\$228,825
Parsigian, Jeanifer	Partner	\$955	100.9	\$96,360

Calendar Year 2021				
Timekeeper	Role	Historical Rate	Hours	Value Added
Tsukerman, Lev	Associate	\$735	112.8	\$82,908
Spangler, Cardelle	Partner	\$965	83.7	\$80,771
Edmondson, Kerrie	Associate	\$660	52.0	\$34,320
Feher, David	Partner	\$1,315	14.3	\$18,805
Sherman, Scott	Associate	\$735	9.7	\$7,130
Leiden, Diana	Partner	\$990	5.6	\$5,544
Lemajeur, Shannon	Associate	\$580	8.2	\$4,756
Kyritsopoulos, Corinne	Paralegal	\$325	7.2	\$2,340
Washington, Drew	Associate	\$610	1.7	\$1,037
Grand Total			531.1	\$562,794

Calendar Year 2022				
Timekeeper	Role	Historical Rate	Hours	Value Added
Kessler, Jeffrey	Partner	\$1,795	51.1	\$91,725
Feher, David	Partner	\$1,415	42.5	\$60,138
Edmondson, Kerrie	Associate	\$810	72.7	\$58,887
Parsigian, Jeanifer	Partner	\$1,060	28.9	\$30,634
Momand, Marjon	Associate	\$725	40.6	\$29,435
Leiden, Diana	Partner	\$1,080	26.8	\$28,944
Spangler, Cardelle	Partner	\$995	27.2	\$27,064
Tsukerman, Lev	Associate	\$875	17.5	\$15,313
Sherman, Scott	Associate	\$875	8.3	\$7,263
Wimer, Ruth	Partner	\$1,285	2.3	\$2,956
Gordon, Amy	Partner	\$1,225	1.3	\$1,593
DalSanto, Matthew	Of Counsel	\$1,050	1.3	\$1,365
Kyritsopoulos, Corinne	Paralegal	\$340	2.9	\$986
Grand Total			323.4	\$356,300

28. Copies of contemporaneously made individual attorney and staff time records, which would require a significant investment of resources to review and redact

1 for attorney-client privileged communications and attorney work product, are available.
2 All of the time submitted was recorded contemporaneously in accordance with the
3 firm's billing system.

4 29. Winston & Strawn's hourly rates are adjusted annually to comport with the
5 legal marketplace for comparable firms. Winston & Strawn monitors prevailing market
6 rates in the regions where it works, including the Central District of California, taking
7 into account attorneys of comparable skill, experience, and qualification. The firm
8 maintains a number of internal metrics to benchmark its rates relative to those charged
9 by competitor firms. The rates reflected in this application were also the standard billing
10 rates these timekeepers offered for their services for other matters throughout the United
11 States, including in the Central District of California.

12 30. Winston & Strawn's e-Discovery team invested an additional 1,932.9
13 hours to assist with discovery efforts (largely reviewing documents to be produced).
14 The value of that time, using the historic hourly billing rates of the firm at the time the
15 services were rendered, is \$165,883.

16 31. Winston & Strawn has excluded from its fee calculations certain
17 timekeepers who worked only limited hours or only for short periods of time, for the
18 sake of being conservative and making sure that any possible inefficiencies are
19 eliminated. The amount of fees excluded on this basis is about \$129,549 and covers
20 work performed by practice attorneys, law clerks, and others.

21 32. Winston & Strawn has also excluded from its lodestar calculation any
22 attorneys' fees incurred after April 6, 2022.

23 33. The total fees incurred by attorneys (partners, of counsel, and associates),
24 paralegals, and e-Discovery through April 6, 2022 totals \$11,496,079 (i.e., \$11,330,196
25 from partners, of counsel, associates, and paralegals plus \$165,883 from e-Discovery).
26 This was class counsel's lodestar.

EXPENSES

34. During the pendency of this case (through April 5, 2022), Winston & Strawn advanced a range of expenses necessary for the prosecution of this matter, totaling \$1,319,127. A significant portion of these costs (about \$756,345) covered necessary expert fees for Plaintiffs’ three expert witnesses. The costs for which Winston & Strawn seeks reimbursement are the types of costs that would be paid by a Winston & Strawn employment or sports litigation client that hires the firm by the hour. Outside of expert fees, Winston & Strawn incurred costs for, among other things: two mediations, computerized legal research, transcripts and court reporters, airfare, lodging, meals, and copying. Winston & Strawn also incurred a variety of Electronic Discovery Services costs, separate from the review attorney fees discussed above. These Electronic Discovery Services costs covered, among other things: forensic data collection, data extraction from images, forensic analysis, Relativity loading and processing, and custodian filtering.

35. Below is a chart summarizing these litigation costs.

Cost Description	Amount
Expert, Consultation, and Evaluation Fees	\$756,345
Electronic Discovery Services	\$195,972
Computerized Legal Research	\$64,775
Color Copies	\$44,584
Transcript Fees	\$44,520
JAMS Mediation Fees	\$34,250
Airfare	\$31,474
Bracewell Mediation Fees	\$30,929
Professional/Consulting Fees	\$29,196
Lodging	\$15,934
Translation Fees	\$13,339
Court Costs and Fees	\$11,952
Court Reporter	\$11,024
Travel – Long Distance Transportation	\$7,329
Business Meals	\$6,956
Litigation Support Services	\$3,391

1	Messenger Services	\$2,679
2	Overtime Transportation	\$2,257
3	Business Center Services	\$2,044
4	Document Imaging & OCR	\$1,924
5	Travel – Local Transportation	\$1,713
6	Business Meals – Conference Room Services	\$1,263
7	Air Courier	\$808
8	Overtime Meals	\$785
9	Computer Docket System	\$674
10	Telecommunication Services	\$567
11	Video/Equipment Rental Expense	\$515
12	Postage	\$462
13	Other Travel Expense	\$447
14	Secretarial Overtime	\$425
15	Filing and Other Fees	\$400
16	Copy Center Charges	\$59
17	Document Retrieval	\$58
18	Media Duplication	\$45
19	Publication/Subscription Fees	\$20
20	Certified Copies	\$15
21	Grand Total	\$1,319,127

22 36. Copies of invoices and contemporaneously made records evidencing these
23 costs are available.

24 37. Counsel also seeks reimbursement of \$50,000 in anticipated settlement
25 administration costs. This \$50,000 in anticipated costs will cover costs for settlement
26 administration over the period in which the four annual settlement payments by USSF
27 will be made and then distributed to class members.

28 38. Class counsel seeks to incrementally and proportionately collect its Court-
awarded fees as USSF makes its yearly \$5.5 million settlement installment payments,
after expenses are reimbursed to class counsel out of the first settlement installment.

39. As of the date of this Declaration, only one class member, Hope Solo, has
objected to the pay-claims settlement. Hope Solo also objected to class counsel’s fees
and costs request. *See* Dkt. 325.

1 I declare under penalty of perjury that the foregoing is true and correct. Executed
2 on this 1st day of November 2022 in New York, New York.

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4 /s/ Jeffrey L. Kessler
5 Jeffrey L. Kessler
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EXHIBIT 6

Reese LLP - Costs

Date Start: 1/1/2015 | Date End: 12/7/2022 | Case: Chinitz v. Telecom Evolutions, LLC

Date	Description	Cost
12/13/2019	Janney & Janney - Filing of complaint and initiating docs	1,545.22
2/12/2019	Janney & Janney - Filing of proof of service of notice of case reassignment and order for Plaintiff to give notice	45.00
2/12/2019	Janney & Janney - Courtesy copy of proof of service of notice of case reassignment and order for Plaintiff to give notice	25.00
3/14/2019	Janney & Janney - Filing of joint stipulation and proposed order to continue hearing on demurrer	65.70
3/14/2019	Janney & Janney - Courtesy copy of joint stipulation and proposed order to continue hearing on demurrer	25.00
4/3/2019	Janney & Janney - Filing of opposition to demurrer	60.00
4/3/2019	Janney & Janney - Courtesy copy of opposition to demurrer	25.00
4/5/2019	Janney & Janney - Filing of pro hac vice application of Charles D. Moore	562.50
4/5/2019	Janney & Janney - Courtesy copy of pro hac vice application of Charles D. Moore	25.00
4/5/2019	Janney & Janney - Filing of pro hac vice application of Christopher J. Moreland	562.50
4/5/2019	Janney & Janney - Courtesy copy of pro hac vice application of Christopher J. Moreland	25.00
9/23/2019	Janney & Janney - Filing of notice of change of address	45.00
10/1/2019	Uber to courthouse	39.99
10/1/2019	Return Uber from courthouse	30.84
10/3/2019	Janney & Janney - Filing of joint stipulation re: temporary stay of discovery and proposed order	65.70
10/3/2019	Janney & Janney - Courtesy copy of joint stipulation re: temporary stay of discovery and proposed order	25.00
11/24/2019	Hotel for George V. Granade for mediation before Honorable Jonathan Cannon (Ret.) of JAMS in Irvine, California	130.97
12/11/2019	Janney & Janney - Filing of joint status conference statement	100.00
12/11/2019	Janney & Janney - Courtesy copy of joint status conference statement	25.00
12/12/2019	Uber to courthouse	33.01
12/12/2019	Return Uber from courthouse	29.90
12/17/2019	Janney & Janney - Filing of service list for File & ServeXpress	45.00
12/17/2019	Janney & Janney - Courtesy copy of service list for File & ServeXpress	25.00
12/19/2019	Janney & Janney - Filing of amended service list for File & ServeXpress	45.00
12/19/2019	Janney & Janney - Courtesy copy of amended service list for File & ServeXpress	25.00
12/19/2019	File & ServeXpress - Repository licensing fee and message board cost	41.00
1/1/2020	File & ServeXpress - Message board cost	6.00
1/6/2020	Coalition Court Reporters	350.00
1/22/2020	File & ServeXpress - Electronic service of discovery responses	16.00
2/1/2020	File & ServeXpress - Message board cost	6.00
2/5/2020	File & ServeXpress - Electronic service of discovery responses	12.00
3/1/2020	File & ServeXpress - Message board cost	6.00
3/3/2020	File & ServeXpress - Electronic service of discovery responses	8.00
5/1/2020	File & ServeXpress - Message board cost	6.00
6/1/2020	File & ServeXpress - Message board cost	6.00
7/1/2020	File & ServeXpress - Message board cost	6.00
8/1/2020	File & ServeXpress - Message board cost	6.00
10/16/2020	Janney & Janney - Filing of stipulation and proposed order for temporary stay of case	70.70
11/3/2020	File & ServeXpress - Message board cost	6.00
12/1/2020	File & ServeXpress - Message board cost	6.00
12/29/2020	File & ServeXpress - Electronic service of stipulation and proposed order for temporary stay of case	8.00
1/1/2021	File & ServeXpress - Message board cost	6.00
1/2/2021	Janney & Janney - Filing of stipulation and proposed order for temporary stay of case	70.70

1/2/2021	Janney & Janney - Courtesy copy of stipulation and proposed order for temporary stay of case	30.00
2/1/2021	File & ServeXpress - Message board cost	6.00
3/1/2021	File & ServeXpress - Message board cost	6.00
3/19/2021	Janney & Janney - Filing of stipulation and proposed order for extension of briefing schedule on motion for class certification	125.70
3/19/2021	Janney & Janney - Courtesy copy of stipulation and proposed order for extension of briefing schedule on motion for class certification	30.00
3/19/2021	File & ServeXpress - Electronic service of stipulation and proposed order for extension of briefing schedule on motion for class certification	8.00
4/1/2021	File & ServeXpress - Message board cost	6.00
4/8/2021	Certified mail to Ronald Chinitz	18.10
4/22/2021	Janney & Janney - Service of motions to be relieved as counsel on Ronald Chinitz	250.75
5/1/2021	File & ServeXpress - Message board cost	11.00
5/5/2021	Janney & Janney - Filing of reply in support of motions to be relieved as counsel	50.00
5/5/2021	Janney & Janney - Courtesy copy of reply in support of motions to be relieved as counsel	30.00
5/6/2021	Janney & Janney - Filing of reply in support of motion to amend complaint and substitute class representatives	65.00
5/6/2021	Janney & Janney - Courtesy of reply in support of motion to amend complaint and substitute class representatives	30.00
5/7/2021	Janney & Janney - Filing of notice of change of address	50.00
5/12/2021	Coalition Court Reporters	576.80
5/17/2021	LA Court Connect fees for George Granade and Micahel Reese	30.00
5/25/2021	Janney & Janney - Filing of First Amended Complaint	50.00
5/27/2021	File & ServeXpress - Electronic service of reply briefs, notice of change of address, and amended complaint	32.00
6/1/2021	File & ServeXpress - Message board cost	11.00
7/1/2021	File & ServeXpress - Message board cost	11.00
8/1/2021	File & ServeXpress - Message board cost	11.00
8/20/2021	Janney & Janney - Filing of corrected amended complaint	65.00
8/20/2021	Janney & Janney - Courtesy copy of corrected amended complaint	30.00
8/20/2021	File & ServeXpress - Electronic service of corrected amended complaint	8.00
9/1/2021	File & ServeXpress - Message board cost	11.00
9/8/2021	Janney & Janney - Filing of joint further status conference statement	50.00
9/8/2021	Janney & Janney - Courtesy copy of joint further status conference statement	30.00
9/7/2021	File & ServeXpress - Electronic service of joint further status conference statement	8.00
10/1/2021	File & ServeXpress - Message board cost	11.00
11/1/2021	File & ServeXpress - Message board cost	11.00
11/2/2021	Janney & Janney - Filing of motion for preliminary approval	76.30
11/2/2021	File & ServeXpress - Electronic service of motion for preliminary approval	8.00
11/3/2021	Janney & Janney - Courtesy copy of motion for preliminary approval	114.50
12/1/2021	File & ServeXpress - Message board cost	11.00
1/1/2022	File & ServeXpress - Message board cost	11.00
2/1/2022	File & ServeXpress - Message board cost	11.00
3/1/2022	File & ServeXpress - Message board cost	11.00
3/2/2022	File & ServeXpress - Electronic service of notice of intent to appear by telephone	8.00
3/3/2022	Janney & Janney - Filing of notice of intent to appear by telephone	14.20
3/3/2022	Janney & Janney - Courtesy copy of notice of intent to appear by telephone	50.00
3/7/2022	Janney & Janney - Filing of pro hac vice application of Clayton Halunen	531.70
3/7/2022	Janney & Janney - Courtesy copy of pro hac vice application of Clayton Halunen	50.00
4/1/2022	File & ServeXpress - Message board cost	11.00
4/25/2022	File & ServeXpress - Electronic service of stipulation and proposed order	8.00
4/26/2022	Janney & Janney - Filing of stipulation and proposed order	34.90
4/26/2022	Janney & Janney - Courtesy copy of stipulation and proposed order	105.00
5/1/2022	File & ServeXpress - Message board cost	11.00
5/4/2022	Janney & Janney - Filing of supplemental brief in support of preliminary approval	14.20

5/4/2022	Janney & Janney - Courtesy copy of supplemental brief in support of preliminary approval	177.00
5/13/2022	Janney & Janney - Filing of notice	10.00
5/13/2022	Janney & Janney - Courtesy copy of notice	50.00
5/13/2022	Janney & Janney - Filing of notice	14.20
5/13/2022	Janney & Janney - Courtesy copy of notice	50.00
5/24/2022	File & ServeXpress - Electronic service of notices and declarations	32.00
5/25/2022	Janney & Janney - Filing of declaration	14.20
5/25/2022	Janney & Janney - Courtesy copy of declaration	80.00
6/1/2022	File & ServeXpress - Message board cost	11.00
7/1/2022	File & ServeXpress - Message board cost	11.00
7/14/2022	File & ServeXpress - Electronic service of proof of service	8.00
7/14/2022	Janney & Janney - Filing of proof of service	14.20
7/15/2022	Janney & Janney - Courtesy copy of proof of service	35.00
8/1/2022	File & ServeXpress - Message board cost	11.00
9/1/2022	File & ServeXpress - Message board cost	11.00
10/1/2022	File & ServeXpress - Message board cost	11.00
11/1/2022	File & ServeXpress - Message board cost and payment service fee	13.25
11/29/2022	Janney & Janney - Filing of pro hac vice application of Susan Coler	529.63
12/2/2022	Janney & Janney - Courtesy copy of pro hac vice application of Susan Coler	41.20
4/14/2019	Airfare for Michael R. Reese to travel to Los Angeles for hearing on demurrer	1,136.60
4/14/2019	Hotel (two nights) for Michael R. Reese in Los Angeles for hearing on demurrer	703.99
9/16/2019	Airfare for Michael R. Reese to travel to mediation in California	1,564.60
9/16/2019	Hotel for Michael R. Reese for mediation in California	277.62
11/25/2019	Airfare for Michael R. Reese to travel to mediation in California	1,248.60
	Mediation costs (paid to JAMS)	3,656.00
	Top Class Actions	6,500.00
	TOTAL	23,221.97