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

20 RONALD CHINITZ, STEVIE HEMPHILL,  
21 *and LINDA GOMEZ, individually and on*  
22 *behalf of all others similarly situated,*  
23 **Plaintiffs,**  
24 v.  
25 **TELECOM EVOLUTIONS, LLC, a**  
*California limited liability company, and*  
26 *QUALITY SPEAKS LLC, a California*  
*limited liability company,*  
27 **Defendants.**  
28

**FILED**  
Superior Court of California  
County of Los Angeles

**APR 04 2023**

David W. Slayton, Executive Officer/Clerk of Court  
By: A. Morales, Deputy

Case No. 18STCV08068

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT, GRANTING  
ATTORNEYS' FEES AND COSTS AND  
CLASS REPRESENTATIVE SERVICE  
AWARDS, AND ENTERING  
JUDGMENT**

1           The Court has (1) reviewed and considered the terms and conditions of the proposed class  
2 action Settlement between Plaintiffs Stevie Hemphill and Linda Gomez and Defendants Telecom  
3 Evolutions, LLC, and Quality Speaks LLC, as set forth in the Parties' Settlement Agreement;  
4 (2) reviewed and considered Class Counsel's motion for final approval of the Settlement, final  
5 certification of the Settlement Class, and final appointment of the Class Representatives and Class  
6 Counsel; (3) reviewed and considered the petition of Class Counsel for an award of attorneys' fees  
7 and costs and an award of Class Representative Service Awards; (4) taken into account the  
8 presentations and other proceedings at the Preliminary Approval hearing and the Final Approval  
9 Hearing; and (5) considered the Settlement in the context of all prior proceedings had in the Action.

10           The Court enters the following FINDINGS:

11           A.       The Court adopts all defined terms set forth in the Settlement Agreement for  
12 purposes of this Final Approval Order and Judgment. Additionally, the Court supplements the  
13 foregoing defined terms with all additional defined terms set forth herein.

14           B.       The Settlement is the product of good faith, arm's-length negotiations between the  
15 Class Representatives and Class Counsel, on the one hand, and Defendants and Defendants'  
16 Counsel, on the other hand, assisted by an experienced, professional impartial mediator, the  
17 Honorable Johnathan Cannon (Ret.) of JAMS.

18           C.       The Settlement Agreement is fair, adequate, and reasonable in all respects and is  
19 hereby approved.

20           D.       The Parties and the Settlement Administrator have adequately performed all  
21 obligations under the Agreement due as of the date of this Final Approval Order and Judgment.

22           E.       The Court's conditional certification for settlement purposes in the Preliminary  
23 Approval Order of the Settlement Class was, and is, appropriate. Class Representatives Stevie  
24 Hemphill and Linda Gomez and Class Counsel have fairly and adequately represented the  
25 Settlement Class for purposes of entering into and implementing the Settlement.

26           F.       Notice was provided to the Class Members in compliance with Section V of the  
27 Settlement Agreement, due process, and California Rules of Court 3.766 and 3.769. The notice:  
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1 (i) constituted the best notice practicable under the circumstances, (ii) was reasonable and  
2 constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice,  
3 (iii) fully and accurately informed Class Members about the lawsuit and Settlement, (iv) provided  
4 sufficient information so that Class Members were able to decide whether to accept the benefits  
5 offered, opt out and pursue their own remedies, or object to the proposed Settlement, (v) provided  
6 procedures for Class Members to file written objections to, or opt out of, the proposed Settlement  
7 and to appear at the Final Approval Hearing, and (vi) provided the time, date, and place of the  
8 Final Approval Hearing. The claims administration process was and is reasonable, and all claims  
9 administration obligations due as of the date of this Final Approval Order and Judgment have been  
10 properly and reasonably carried out by the Settlement Administrator.

11 G. The Court has subject matter jurisdiction over the Action, all acts within the Action,  
12 and all Parties to the Action, including all members of the Settlement Class.

13 H. In advance of the Final Approval Hearing, the Parties submitted to the Court: (i) a  
14 declaration of the Settlement Administrator stating, among other things, that no Class Members  
15 have timely elected to opt out of the Settlement and the Settlement Class, and that no Class  
16 Members have objected; (ii) a supplemental declaration of the Settlement Administrator providing  
17 information regarding the claims process and the amount of the claims, (iii) the provisions of the  
18 Settlement Agreement, and (iv) this Final Approval Order and Judgment. All Class Members (in  
19 accordance with the Court's permanent certification set forth below) shall permanently be subject  
20 to all provisions of the Settlement, the Settlement Agreement, and this Final Approval Order and  
21 Judgment, which the Clerk of the Court shall enter.

22 I. The Court determines, based upon the supplemental declaration of the Settlement  
23 Administrator (filed on March 27, 2023), that the total amount payable to all Settlement Class  
24 Members if all Settlement Class Members are paid the amount to which they are entitled pursuant  
25 to the Settlement is \$75,176. This amount consists of \$5,485 in claims regarding the TrueStream  
26 768 kb package with respect to 1,097 total months of service; \$9,072 in claims regarding the  
27 TrueStream 1.5 mb package with respect to 1,134 total months of service; \$28,652 in claims  
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1 regarding the TrueStream 3.0 mb package with respect to 2,204 total months of service; and  
2 \$31,967 in claims regarding the TrueStream 6.0 mb package with respect to 2,459 total months of  
3 service.

4 J. The Service Awards to Stevie Hemphill and Linda Gomez in the amounts set forth  
5 below are fair and reasonable.

6 K. An award of attorneys' fees and costs to Class Counsel in the amount set forth  
7 below is fair and reasonable in light of the nature of the case, Class Counsel's experience and  
8 efforts in prosecuting this Action, and the benefits they obtained for the Class Members.

9 On the basis of the foregoing findings and conclusions, as well as the submissions and  
10 proceedings referred to above, NOW, THEREFORE, THE COURT ORDERS, ADJUDGES,  
11 AND DECREES:

12 **Certification of Class and Approval of Settlement**

13 1. The Court approves the Settlement and the Settlement Agreement as fair, adequate,  
14 and reasonable and in the best interests of the Settlement Class, and the Court holds that the  
15 requirements of due process, the California Rules of Court, and the California Code of Civil  
16 Procedure have been satisfied.

17 2. Having found that, for Settlement purposes only, the requirements of California  
18 Code of Civil Procedure section 382 and California Civil Code section 1781 are satisfied, the Court  
19 permanently certifies the Settlement Class pursuant to section 382 and section 1781, on behalf of  
20 all persons in the U.S. who meet all of the following criteria:

- 21
- 22 • Who subscribed to "DSL Extreme" TrueStream Service offered by Telecom  
23 Evolutions, Quality Speaks, or IKANO Communications in any of the following  
24 packages (only): 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb;
  - 25 • Who, at the time of service, were eligible for an "ADSL1" package in that they: 1)  
26 lived in an area serviced by the "ADSL1" and 2) maintained a standard copper-  
27 based phone line with AT&T concurrent with each month their TrueStream service  
28 was purchased through Defendants;
  - 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;
  - Whose subscription began no earlier than March 1, 2015, and no later than July 14,  
2017; and
  - Who do not opt out.

1 No Class Members elected to opt out from the Settlement and the Settlement Class.

2 The Court readopts and incorporates herein by reference the preliminary conclusions that  
3 the Court set forth in the Preliminary Approval Order with respect to whether the Settlement Class  
4 satisfies the requirements of California Code of Civil Procedure section 382 and California Civil  
5 Code section 1781.

6 3. All terms of resolution as set forth in the Settlement Agreement are hereby adopted,  
7 and all executory terms thereof are hereby ordered performed by the Parties.

8 4. For purposes of Settlement only, the Court certifies the Class Representatives as  
9 representatives of the Settlement Class, and the Court appoints Class Counsel as counsel for the  
10 Settlement Class. The Court concludes that the Class Representatives and Class Counsel have  
11 fairly and adequately represented the Settlement Class with respect to the Settlement and the  
12 Settlement Agreement.

13 5. If this Final Approval Order and Judgment is reversed on appeal and the Settlement  
14 Class is decertified, the foregoing certification of the Settlement Class and the Settlement  
15 Agreement shall be null and void, and the Parties shall revert to the position they were in prior to  
16 seeking approval for the Agreement, without prejudice to any legal argument that any of the Parties  
17 to the Settlement Agreement might have asserted but for the Settlement Agreement.

18 **Release and Injunctions against Released Claims**

19 6. In accordance with the Settlement Agreement, 270 calendar days after the Effective  
20 Date, and except as to such rights or claims as may be created by the Settlement Agreement,  
21 Plaintiffs and each member of the Settlement Class who has not validly excluded himself or herself  
22 from the Settlement shall be deemed to fully release and forever discharge the Released Parties  
23 from any and all of the Released Claims. This Final Approval Order applies to all claims or causes  
24 of action settled and released by the Settlement Agreement and binds all Class Members.

25 7. The Court permanently enjoins, effective 270 calendar days after the Effective  
26 Date, the Class Members from filing, commencing, prosecuting, intervening in, participating in as  
27 class members or otherwise, or receiving any benefits or other relief from, any other litigation in  
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1 any state, territorial, or federal court, or any arbitration or administrative, regulatory, or other  
2 proceeding in any jurisdiction, that asserts claims based on, or in any way related to, the Released  
3 Claims. In addition, the Court permanently enjoins, effective 270 calendar days after the Effective  
4 Date, the Class Members from asserting as a defense, including as a set-off or for any other  
5 purposes, any argument that if raised as an independent claim would be a Released Claim.

6 **Attorneys' Fees and Costs and Class Representative Service Awards**

7 8. The attorneys at Reese LLP and Halunen Law who prosecuted this case are skilled  
8 and experienced class action consumer protection lawyers. The Court grants Plaintiffs' and Class  
9 Counsel's request for an award of attorneys' fees and costs in the amount of \$300,000, to be  
10 distributed in the amount of \$200,000 to Reese LLP and in the amount of \$100,000 to Halunen  
11 Law. The attorneys' fees and costs award is justified by Class Counsel's work conducting the  
12 litigation, negotiating the Settlement, the ultimate recovery, and the risk that Class Counsel  
13 undertook in bringing the claims.

14 9. The Court finds reasonable the Service Awards for the Class Representatives in the  
15 amount of \$1,500 each for named Plaintiffs Stevie Hemphill and Linda Gomez (for a total of  
16 \$3,000), in recognition of the services they rendered on behalf of the Settlement Class, as well as  
17 the risks and adverse consequences they potentially faced as a result. The Court awards the Service  
18 Awards to the Class Representatives.

19 10. Defendants shall pay the attorneys' fees, costs, and Class Representative Service  
20 Awards in accordance with the terms of the Settlement Agreement.

21 **Judgment**

22 11. The Court hereby enters Judgment in accordance with the Settlement Agreement  
23 and orders and directs the Parties and the Settlement Administrator to comply with and carry out  
24 the Agreement's terms and provisions.

25 **California Code of Civil Procedure Section 384**

26 12. Pursuant to California Code of Civil Procedure section 384(b), the Court  
27 determines that the total amount payable to all Settlement Class Members if all Settlement Class  
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1 Members are paid the amount to which they are entitled pursuant to the judgment is \$75,176.

2 13. In accordance with California Code of Civil Procedure section 384(b) and the  
3 provisions of the Settlement Agreement, by no later than ~~277 calendar days~~ <sup>MARCH 7, 2024</sup> after the Effective

4 ~~Date~~ the Parties will report to the Court the total amount that was actually paid to the Settlement  
5 Class Members. <sup>THE COURT SETS A NEW-APPEARANCE CASE & EVIDENCE</sup>  
<sup>for MARCH 14, 2024 AT 9:00 A.M.</sup>

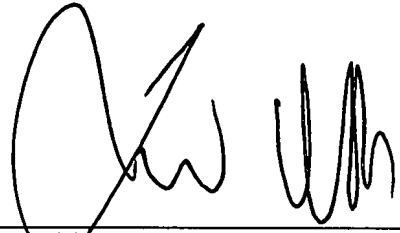
6 14. After receipt of the report stating the total amount that was actually paid to the  
7 Settlement Class Members, the Court will amend this Final Approval Order and Judgment to direct  
8 Defendants to pay the sum of any unpaid residue or unclaimed or abandoned class member funds,  
9 plus any interest that has accrued thereon, to the National Consumer Law Center, which will  
10 benefit the Class or similarly situated persons. The National Consumer Law Center promotes the  
11 law consistent with the objectives and purposes of the underlying causes of action alleged in the  
12 Class Action Complaint under California's consumer fraud statutes.

13 **Continuing Jurisdiction**

14 15. Without affecting the finality of this Final Approval Order and Judgment in any  
15 way, pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court  
16 3.769(h), the Court will retain jurisdiction over this Action and the Parties until final performance  
17 of the Agreement.

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19 **IT IS SO ORDERED.**

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21 Date: 4/4/23

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Honorable Lawrence P. Riff  
California Superior Court Judge