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

20 RONALD CHINITZ, STEVIE HEMPHILL,
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.
27
28

Case No. 18STCV08068

CLASS ACTION

**NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: March 8, 2022
Time: 10:00 a.m.
Judge: Honorable Amy D. Hogue
Place: Department 7

Action filed: December 12, 2018

1 **TO THE COURT, ALL PARTIES, AND ALL COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on March 8, 2022, at 10:00 a.m., or as soon thereafter as
3 this matter may be heard, in Department 7 of the above-entitled court, before the Honorable Amy
4 D. Hogue, Plaintiffs Stevie Hemphill and Linda Gomez respectfully move this Court for
5 preliminary approval of the class action Settlement reached in this case, the terms of which
6 Plaintiffs describe more specifically in the Memorandum of Points and Authorities in support of
7 this motion.

8 Plaintiffs request that the Court enter the proposed Preliminary Approval Order and:

- 9 1. preliminarily approve the Settlement;
- 10 2. preliminarily certify the Settlement Class;
- 11 3. appoint Stevie Hemphill and Linda Gomez as the Class Representatives;
- 12 4. appoint Reese LLP and Halunen Law as Settlement Class Counsel;
- 13 5. appoint Kroll LLC as the Settlement Administrator and direct it to carry out the
14 duties assigned to it in the Settlement Agreement;
- 15 6. approve the proposed Class Notice Plan and direct that Class Notice be distributed
16 to the Settlement Class;
- 17 7. approve the Parties' proposed Claim Form and the proposed procedures for
18 submitting Claims, objecting to the Settlement, and requesting exclusion; and
- 19 8. schedule a Final Approval Hearing and set other relevant dates identified below.

20 Plaintiffs base the motion on the following documents: this Notice of Motion and Motion;
21 the accompanying Memorandum of Points and Authorities; the pleadings, record, and other filings
22 in the case; the Declaration of George V. Granade and its accompanying exhibits; and such other
23 oral and written points, authorities, and evidence as the parties may present at the time of the
24 hearing on the motion.

25 Date: November 1, 2021

Respectfully submitted,

26 By: /s/ George V. Granade
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Introduction**

3 After almost three years of litigating this hard-fought case, Plaintiffs¹ are pleased to present
4 the Court with this motion seeking preliminary approval of a proposed class action Settlement of
5 their claims against Defendants. The Settlement is an excellent result for the proposed Class, as it
6 achieves the two central goals of the litigation. First, under the Agreement, Defendants will pay
7 Class Members who submit timely, valid Claims between \$5 and \$13 per month, depending upon
8 the TrueStream Package they purchased (768 kbps, 1.5 mb, 3.0 mb, or 6.0 mb), for each month
9 they had active TrueStream internet service until the date of Preliminary Approval. These
10 payments constitute the difference between the amount each Class Member paid for TrueStream
11 and what they would have paid during the same period had they elected to purchase the comparable
12 DSL package rather than TrueStream. This reimbursement compares favorably to the amount each
13 Class Member may have received had the case proceeded to trial. In addition to cash payments to
14 the Class Members, Defendants will separately pay all costs for providing notice and administering
15 the Settlement and claims process, as well as any Court-approved attorneys' fees and costs up to
16 \$300,000 and Service Awards up to \$1,500 per Plaintiff. Second, in addition to monetary relief,
17 the Settlement includes meaningful injunctive relief, in that Defendants have agreed to refrain from
18 referring to TrueStream as "fiber optic" unless they can ensure that subscribers are connected via
19 fiber optic cable between the central office and their home.

20 This relief was secured through years of hard-fought litigation and extensive arm's-length
21 negotiations by experienced and informed counsel, including two full-day mediations on
22 September 16, 2019, and November 25, 2019, with the aid of an experienced mediator, Honorable
23 Jonathan Cannon (Ret.) of JAMS, as well as months of subsequent negotiation among counsel.
24 Throughout the course of negotiations, the Parties exchanged information, including key discovery
25 documents, and were fully informed as to the strengths and weaknesses of their legal positions.

26 _____
27 ¹ Unless otherwise indicated, capitalized terms have the meanings ascribed to them in the
28 Settlement Agreement and Release filed herewith as Exhibit 1 to the accompanying Declaration
of George V. Granade in Support of Motion for Preliminary Approval of Class Action Settlement
("Granade Decl.").

1 For these reasons and the others below, the proposed Settlement is fair, adequate, and reasonable,
2 and the Court should preliminarily approve it.

3 Further, the proposed robust Class Notice Plan will provide direct email notice to the Class
4 Members, supplemented by direct postcard notice, as well as indirect publication notice. Both the
5 email and postcard notice will provide the address of the Settlement Website, which will contain
6 the Long-Form Notice as well as other important case documents. The Class Notice adequately
7 advises Class Members of the terms of the Settlement and their rights thereunder in simple and
8 straightforward language, in compliance with due process and all other applicable laws and rules.
9 In addition, the Court should provisionally certify the proposed Settlement Class because all
10 requirements under California Code of Civil Procedure section 382, California Civil Code section
11 1781, and Rule 3.769(d) of the California Rules of Court are satisfied.

12 Plaintiffs respectfully request that the Court preliminarily approve the Settlement,
13 preliminarily certify the Class for settlement purposes, appoint Plaintiffs as the Class
14 Representatives, direct that Class Notice be distributed to the Settlement Class, adopt the proposed
15 schedule for notice, objections, opt out, and claims deadlines, and set the Final Approval Hearing.

16 **II. Factual and Procedural Background**

17 Before filing the original Complaint in this case, Class Counsel investigated the potential
18 claims against Defendants. Granade Decl. ¶ 5. Class Counsel interviewed former named plaintiff
19 Ronald Chinitz and gathered information about Defendants’ marketing and advertising of their
20 TrueStream internet service as “fiber optic.” *Id.* After being retained by Mr. Chinitz, on October
21 25, 2017, Class Counsel sent a demand letter on his behalf to Defendants pursuant to California’s
22 Consumers Legal Remedies Act, CAL. CIV. CODE § 1750 *et seq.* (“CLRA”), which led to extensive
23 pre-suit negotiations with Defendants regarding potential settlement of the case. *Id.*

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

1 for intentional misrepresentation, and for unjust enrichment. *See generally* Compl.

2 Defendants demurred to the Complaint on March 8, 2019, and the Parties fully briefed the
3 demurrer. Granade Decl. ¶ 7. On April 17, 2019, the Court overruled the demurrer in full, and the
4 Parties commenced discovery shortly thereafter. *Id.* at ¶ 8. Defendants filed an answer on May 17,
5 2019. *Id.* at ¶ 9. Beginning on April 26, 2019, Class Counsel served multiple sets of written
6 discovery requests on Defendants and noticed “person most knowledgeable” depositions of
7 Defendants, and Defendants served multiple sets of written discovery requests on Mr. Chinitz and
8 noticed his deposition. *Id.* at ¶ 10.

9 On July 2, 2019, the Parties filed a stipulation to temporarily stay discovery to allow the
10 Parties to participate in settlement negotiations, and on July 5, 2019, the Court granted the
11 stipulation. Granade Decl. ¶ 11. Although discovery was stayed, to facilitate an effective
12 mediation, the Parties provide responses to outstanding discovery requests and produced
13 responsive documents on September 13 and 14, 2019. *Id.* at ¶ 12. On September 16, 2019, the
14 Parties attended a full day mediation before Honorable Jonathan Cannon (Ret.) of JAMS. *Id.* at ¶
15 13. While the case did not settle, the Parties were able to reach agreement on many of the
16 substantive issues and agreed to conduct a follow-up session on November 25, 2019. *Id.* at ¶ 14.
17 On October 3, 2019, the Parties filed a stipulation to temporarily stay discovery, which the Court
18 granted on October 7, 2019. *Id.* at ¶ 15. On November 25, 2019, the Parties attended a second full
19 day mediation with Judge Cannon. *Id.* at ¶ 16. While the case again did not settle, the two mediation
20 sessions with Judge Cannon set the foundation for the Settlement. *Id.* at ¶ 17.

21 On December 12, 2019, the Court lifted the discovery stay as to class certification and set
22 June 15, 2020, as the deadline for Mr. Chinitz to file a class certification motion, and the Parties
23 resumed discovery. Granade Decl. ¶ 18. At an Informal Discovery Conference (“IDC”) with the
24 Court on March 11, 2020, the Court amended the class certification deadline to July 31, 2020. *See*
25 Joint Status Report, June 30, 2020, at 2. The Parties then entered into several months of hard-
26 fought discovery, culminating in a second IDC with the Court on July 7, 2020. Granade Decl. ¶
27 20. The central subject of the IDC was Mr. Chinitz’s request for Defendants to turn over contact
28 information and technical data on the class members. *Id.* at ¶ 21. As a result, the Parties agreed,

1 with the Court’s support, that following *Belaire-West* notice, the contact information for 400 class
2 members, and technical data for 100 class members, would be provided to Mr. Chinitz. *See* Stip.
3 Extend Case Schedule, Sept. 9, 2020. To provide time for notice and production, the Court set
4 September 30, 2020, as the new deadline for Mr. Chinitz to move for class certification. Granade
5 Decl. ¶ 23. Due to delays in obtaining the technical data, on September 9, 2020, the Parties sought
6 an extension of the class certification deadline to November 30, 2020. *Id.* at ¶ 24. The Court
7 granted the extension on September 14, 2020. *See* Order, Sept. 14, 2020.

8 In October 2020, the Parties began months of earnest negotiations in an attempt to seek
9 resolution. Granade Decl. ¶ 26. To provide the Parties breathing room for those negotiations, they
10 sought an extension of the deadline for Mr. Chinitz to move for class certification to January 19,
11 2021, which the Court granted on October 22, 2020. *See* Order, Oct. 22, 2020. Having made
12 significant progress, and needing a bit more time to bring the matter home, on December 30, 2020,
13 the Parties again stipulated to extend the deadline to March 19, 2021, which the Court granted on
14 January 4, 2021. *See* Order filed January 4, 2021. After several months of negotiations—with
15 weekly calls between counsel—on February 8, 2021, the Parties reached resolution on the material
16 points of a settlement, memorialized in a non-binding Memorandum of Understanding. *See* Decl.
17 Murphy Supp. Defs.’ Mot. Prelim. Approval Class Action Stlmt, Ex. A (filed Apr. 1, 2021). With
18 the material points agreed to, counsel turned to dealing with the details, exchanging drafts of a
19 detailed settlement agreement to be filed with the Court. Granade Decl. ¶ 30.

20 On March 17, 2021, without the knowledge or consent of counsel, Mr. Chinitz attempted
21 to negotiate a class settlement with Defendants. Granade Decl. ¶ 31. On March 31, 2021,
22 Defendants served a Motion for Preliminary Approval, which Plaintiff opposed. *Id.* at ¶ 32. On
23 April 20, 2021, Class Counsel moved to be relieved as Mr. Chinitz’s counsel and to substitute Mr.
24 Hemphill and Ms. Gomez as the named Plaintiffs. *Id.* at ¶ 33. On May 12, 2021, the Court granted
25 Plaintiffs’ motions and vacated the hearing on the Motion of Preliminary Approval. *Id.* at ¶ 34.

26 Shortly thereafter, the Parties entered a third round of intensive settlement negotiations,
27 which culminated in the present Settlement Agreement, which the Parties, Class Counsel, and
28 Defendants’ Counsel fully executed on October 29, 2021. Granade Decl. ¶ 35.

1 **III. The Terms of the Settlement Agreement**

2 **A. The Proposed Settlement Class**

3 Under the Agreement, Plaintiffs seek, and Defendants do not oppose, certification of a
4 Class for Settlement purposes only of all persons in the U.S. who meet all of the following criteria:

- 5 • Who subscribed to “DSL Extreme” TrueStream Service offered by Telecom
6 Evolutions, Quality Speaks, or IKANO Communications in any of the following
7 packages (only): 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb;
8 • Who, at the time of service, were eligible for an “ADSL1” package in that they: 1)
9 lived in an area serviced by the “ADSL1” and 2) maintained a standard copper-
10 based phone line with AT&T concurrent with each month their TrueStream service
11 was purchased through Defendants;
12 • Who, at the time of service, resided within and had a phone line with one of the
13 following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628;
14 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951;
15 • Whose subscription began no earlier than March 1, 2015, and no later than July 14,
16 2017; and
17 • Who do not opt out.

18 §§ III.D, IX.² Plaintiffs request that the Court appoint Stevie Hemphill and Linda Gomez as the
19 Class Representatives, without opposition by Defendants. *See* §§ I.A, IX.

20 **B. Class Member Release**

21 In exchange for the benefits conferred by the Settlement, 10 calendar days after the
22 Effective Date, all Class Members (including the Class Representatives), will fully and forever
23 release and discharge the Released Parties from any and all claims that were or could have been
24 asserted that arise out of or relate to the facts asserted in the Action, from the beginning of the
25 world to the Preliminary Approval date. § VII.A. The release is appropriately tailored in that it is
26 co-extensive with the legal and factual claims of the Settlement Class in the Action.

27 **C. The Benefits to the Settlement Class**

28 **i. Monetary Benefits**

Under the Settlement Agreement, Class Members who submit a timely, valid Claim Form
will receive payments as follows:

- For those Class Members who ordered the TrueStream 768 kbps package, **\$5.00 per month** for each month they had active service, until the Preliminary Approval date.
- For those Class Members who ordered the TrueStream 1.5 mb package, **\$8.00 per month** for each month they had active service, until the Preliminary Approval date.
- For those Class Members who ordered the TrueStream 3.0 mb package, **\$13.00 per**

² Unless otherwise specified, all section (§) references are to sections of the Settlement Agreement.

- 1 **month** for each month they had active service, until the Preliminary Approval date.
- 2 • For those Class Members who ordered the TrueStream 6.0 mb package, **\$13.00 per month** for each month they had active service, until the Preliminary Approval date.

3 § IV.B.1. These payments constitute the difference between the amounts the Class Members paid
4 Defendants for TrueStream and the amounts they would have paid during the same period had they
5 elected the comparable “ADSL1” package rather than the TrueStream package. *Id.* Class Counsel
6 believe the total available monetary recovery for the Class well exceeds \$1.7 million. *See* Decl.
7 Granade ¶ 57; *see infra* Part V.A.ii.d. Defendants will pay into an account established by the
8 Settlement Administrator funds sufficient to cover the payment of all checks to Class Members
9 who made timely, valid, and approved Claims, within 10 calendar days after the Effective Date. §
10 IV.B.3.a. The Settlement Administrator will begin making payments via check to Class Members
11 who submitted timely, valid, and approved Claims within 30 calendar days of the Effective Date,
12 and the Settlement Administrator will have completed sending all such payments within 90
13 calendar days of the Effective Date. § IV.B.3.c-d. Class Members shall have 180 days from the
14 date on which checks are mailed to negotiate their checks. § IV.B.3.e. It is the Parties’ intent to
15 distribute the entirety of the fund to Class Members. § IV.B.3.f.iii. If, after distributing the funds,
16 any cash remains from uncashed checks, these funds will be distributed to National Consumer Law
17 Center (“NCLC”) as a *cy pres* recipient. *Id.* All Parties, Class Counsel, and Defendants’ Counsel
18 have confirmed they do not have any interest in the NCLC. Granade Decl. Exs. 2-3. Distribution
19 of any uncashed checks to the NCLC will further the purposes of this consumer fraud class action
20 because the NCLC is a non-profit organization specializing in consumer issues including consumer
21 fraud. *See id.* (paragraph 6 of each declaration); *see also* CAL. CIV. PROC. CODE § 384(a).

22 **ii. Injunctive Relief**

23 In addition to monetary relief, the Settlement Agreement provides for important injunctive
24 relief. § IV.A. Starting in June 2017, Defendants stopped offering the old DSL network. § IV.A.1.
25 Starting in September 2020, Defendants stopped referring to TrueStream as “fiber optic.” § IV.A.2.
26 And, critically, Defendants have agreed to refrain from referring to TrueStream as “fiber optic”
27 unless they can ensure that TrueStream customers are connected via fiber optic cable between the
28 central office and their home. § IV.A.3.

1 **iii. Settlement Administrator and Administration Costs**

2 Subject to Court approval, the Settlement Administrator is Kroll LLC (“Kroll”), a leading
3 class action administration firm in the United States. § V; *see generally* Stlmt Agmt Ex. D (“Decl.
4 Prutsman”). The Settlement Administrator will oversee the provision of Class Notice to, and
5 processing of Claims submitted by, the Class Members. *See generally* § V.A-L.

6 The costs of Class Notice and the Settlement Administration Process shall be paid for in
7 full by Defendants separate and apart from any amounts paid to the Class. *See* §§ IV.B.5, V.A.

8 **iv. Proposed Class Notice Plan**

9 Notice will be provided to Class Members both directly and indirectly. Ten business days
10 after Preliminary Approval, Defendants will provide Kroll a Class List of all Class Members,
11 including their name, address, email, and phone number. § III.F. Kroll shall commence
12 dissemination of notice within 20 business days of Preliminary Approval. § V.B.3. Kroll will first
13 provide email notice to every Class Member with an email address on the Class List. § V.B.4. For
14 any Class Member for whom the email is returned undeliverable or for whom an email address is
15 not available, they will be mailed notice via a postcard to their last known address cross-referenced
16 against the Nation Change-of-Address database. §§ V.B.5-6. The reverse side of each postcard
17 shall contain a Claim Form with return postage. § V.B.5. For all mailed notice returned
18 undeliverable, Kroll will use available databases as practicable to update the addresses and resend
19 the notice. § V.B.8. In addition to the direct notice, Kroll will also publish a 1/4 page copy of the
20 Short Form Notice in the Los Angeles Edition of USA Today for four consecutive weeks. § V.B.9.
21 The email and postcard notices will include the URL of the Settlement Website, which will be
22 www.fiberopticsettlement.com, where the Long-Form Notice and important case documents will
23 be available. §§ III.Z, V.C.3; Stlmt Agmt Ex. C (email and postcard notices). Notice of the Final
24 Approval Order will be given by posting the Order on the Settlement Website. § III.Z.

25 **v. Opt-Outs and Objections**

26 The Class Notice will advise Class Members of their right to opt out of the Settlement or
27 to object to the Settlement and the deadline to do so. Stlmt Agmt Exs. B-C. The deadline to opt
28 out or object is 30 calendar days before the Final Approval Hearing. §§ VI.A.2.b, VI.B.3. Each

1 Class Member will have the opportunity to object to or opt out of the Settlement (but not both),
2 and this process is detailed in the Agreement. §§ VI.A-B. Class Members who do not properly and
3 timely submit requests for exclusion shall be bound by all subsequent proceedings, orders, and
4 judgments, including but not limited to the Release in this Action. § VI.A.3.

5 **vi. Attorneys' Fees and Costs and Service Awards**

6 No later than 14 days before the deadline to submit objections, Class Counsel will petition
7 the Court, without opposition by Defendants, for attorneys' fees and costs not to exceed \$300,000
8 and Class Representative Service Awards not to exceed \$3,000 in the aggregate (i.e., \$1,500 per
9 Plaintiff). § IV.C.1. Defendants will pay attorneys' fees and costs and Service Awards approved
10 by the Court (up to a total of \$303,000) within 10 calendar days after the Effective Date, separate
11 and apart from any payments to the Class. § IV.C.2. In the Settlement Agreement, Class Counsel
12 have disclosed that they have a joint prosecution agreement with a fee split agreement, under which
13 Reese LLP will receive \$200,000 and Halunen Law will receive \$100,000 (subject to Court
14 approval of the requested attorneys' fees and costs). § IV.C.3.

15 **IV. Legal Standard for Preliminary Approval of Class Action Settlements**

16 California courts favor settlement, particularly in class actions and other complex cases in
17 which substantial resources can be conserved by avoiding the time, cost, and rigors of formal
18 litigation. *See* Herbert B. Newberg et al., *Newberg on Class Actions, Settlement of Class Actions*
19 § 11.41 (3d ed. 1992) (collecting cases); *see also Stambaugh v. Superior Ct.*, 62 Cal. App. 3d 231,
20 236 (1976) (“Settlement agreements are highly favored as productive of peace and goodwill in the
21 community, and reducing the expense and persistency of litigation.” (quotation marks omitted)).
22 In reviewing a class action settlement, “[t]he court must determine [if] the settlement is fair,
23 adequate, and reasonable.” *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996).

24 The purpose of the preliminary evaluation of a class action settlement is to determine
25 whether the proposed settlement is within the range of possible approval, and thus whether notice
26 to the class of the terms and conditions of the settlement and the scheduling of a formal fairness
27 hearing are worthwhile. *See* *Newberg on Class Actions, Settlement of Class Actions* § 11.25.

28 “[T]he trial court has broad powers to determine whether a proposed settlement in a class

1 action is fair.” *Rebney v. Wells Fargo Bank*, 220 Cal. App. 3d 1117, 1138 (1990). In doing so, “[i]t
2 should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
3 complexity and likely duration of further litigation, the risk of maintaining class action status
4 through trial, the amount offered in settlement, the extent of discovery completed and the stage of
5 the proceedings, the experience and views of counsel, the presence of a governmental participant,
6 and the reaction of the class members to the proposed settlement.” *Dunk*, 48 Cal. App. 4th at 1801
7 (citing *Officers for Just. v. Civ. Serv. Comm’n of City & Cty. of San Francisco*, 688 F.2d 615, 625
8 (9th Cir. 1982)); accord *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008).

9 Furthermore, “a presumption of fairness exists where: (1) the settlement is reached through
10 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the
11 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
12 objectors is small.” *Dunk*, 48 Cal. App. 4th at 1802.

13 **V. Argument**

14 **A. The Settlement Warrants Preliminary Approval**

15 **i. The Settlement Warrants a Presumption of Fairness**

16 The Court should hold a presumption of fairness exists here because the Settlement was
17 reached through arm’s-length bargaining, investigation and discovery were sufficient to allow
18 counsel and the Court to act intelligently, counsel is experienced in similar litigation, and at this
19 time the percentage of objectors cannot be known. *Dunk*, 48 Cal. App. 4th at 1802.

20 *First*, the aid of Judge Cannon, a highly experienced mediator and a retired judge, with
21 settlement negotiations underscores the procedural fairness of the Settlement. “The assistance of
22 an experienced mediator in the settlement process confirms that the settlement is non-collusive.”
23 *Adams v. Inter-Con Sec. Sys., Inc.*, No. 06-cv-05428-MHP, 2007 WL 3225466, at *3 (N.D. Cal.
24 Oct. 30, 2007); see also *Avina v. Marriott Vacations Worldwide Corp.*, No. 18-cv-00685-JVS-
25 JPR, 2019 WL 8163642, at *6 (C.D. Cal. Oct. 25, 2019) (“[T]he involvement of a neutral or court-
26 affiliated mediator or facilitator in [settlement] negotiations may bear on whether th[ose]
27 [negotiations] were conducted in a manner that would protect and further the class interests.”); *In*
28 *re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1171 (S.D. Cal. 2007) (voluntary mediation

1 before retired judge in which parties “reached an agreement-in-principle to settle the claims in the
2 litigation” is “highly indicative of fairness”). Before agreeing to the terms of the Settlement, the
3 Parties engaged in two full-day mediation sessions with Judge Cannon. Granade Decl. ¶¶ 13, 16.

4 Furthermore, the Parties have warranted that they negotiated Class Counsel’s attorneys’
5 fees and costs and the Class Representative Service Awards only after the amount of monetary and
6 non-monetary benefits to Class Members had been agreed upon. § IV.C.1; *see also Sadowska v.*
7 *Volkswagen Grp. of Am., Inc.*, No. 11-cv-00665-BRO-AGR, 2013 WL 9600948, at *8 (C.D. Cal.
8 Sept. 25, 2013) (approving settlement and finding agreed fees and costs reasonable where “[o]nly
9 after agreeing upon proposed relief for the Class Members, did the Parties discuss attorneys’ fees,
10 expenses, and costs”).

11 **Second**, as discussed above, the Parties have conducted extensive discovery, and they have
12 vigorously litigated this case. *See supra* Part II. Thus, Plaintiffs and Class Counsel were well
13 apprised of the salient legal and factual issues before reaching the decision to settle the Action.
14 *Louie v. Kaiser Found. Health Plan, Inc.*, No. 08-cv-00795-IEG-RBB, 2008 WL 4473183, at *6
15 (S.D. Cal. Oct. 6, 2008) (“Class counsels’ extensive investigation, discovery, and research weighs
16 in favor of preliminary settlement approval.”).

17 **Finally**, Class Counsel have the appropriate experience and credentials to attest to the
18 fairness and reasonableness of the Settlement Agreement, given their extensive knowledge and
19 experience in consumer class action litigation. Granade Decl. ¶ 39. As outlined in their respective
20 firm resumes, each of the Class Counsel firms has experience litigating and resolving consumer
21 class actions, particularly in the area of false advertising. *See* Granade Decl. Exs. 4-5 (Reese LLP
22 and Halunen Law firm resumes). In negotiating the Settlement Agreement, Class Counsel had the
23 benefit of years of experience and familiarity with the factual and legal bases for this case, as well
24 as other cases involving deceptive advertising. Granade Decl. ¶ 40; *see id.* at ¶¶ 5-35, Exs. 4-5.
25 These experiences and skills were crucial to negotiating the Settlement Agreement here.

26 **ii. The Settlement Is Fair, Adequate, and Reasonable**

27 **a. The Strengths and Risks of Plaintiffs’ case**

28 The Settlement is fair, adequate, and reasonable in light of the strengths and risks of

1 Plaintiffs’ case. While confident in the strength of Plaintiffs’ claims, Plaintiffs and Class Counsel
2 are also pragmatic and recognize the risks inherent in litigation of this type and magnitude.
3 Granade Decl. ¶ 43. While the Court denied Defendants’ demurrer, that is not a guarantee of
4 success on the merits. *Id.* at ¶ 44. Defendants continue to deny Plaintiffs’ allegations, and should
5 this matter proceed, they will vigorously defend themselves on the merits. *Id.* at ¶ 45. Defendants
6 have taken the position that the “fiber optic” statement in the marketing for TrueStream was
7 truthful because there was fiber optic cable in the telecommunications infrastructure connecting
8 their subscribers to the internet, even if, for example, there was also some copper wire between
9 the subscriber’s home/premises and a nearby node. *Id.* at ¶ 46. Similarly, Defendants have argued
10 the “fiber optic” claim does not mean the connection is fiber optic cable *only*. *Id.* at ¶ 47. Further,
11 there are risks and uncertainties associated with establishing damages for reasons including that
12 subscribers may have different lengths of copper wire between their premises and a nearby node
13 or the central office, and it is arguable that any damages amount should be tied to the length of
14 copper in the connection (i.e., less copper means lower damages), which would require complex
15 and expensive expert testimony. *Id.* at ¶ 48. Defendants have also taken the position that the copper
16 wire used provided the same connection speed as the fiber optic cable would have, which raises
17 questions as to the materiality of the “fiber optic” claim. *Id.* at ¶ 49. While litigation presents
18 serious risks, the Settlement provides immediate and substantial benefits to the Class Members. It
19 is “plainly reasonable for the parties at this stage to agree that the actual recovery realized and risks
20 avoided here outweigh the opportunity to pursue potentially more favorable results through full
21 adjudication.” *Dennis v. Kellogg Co.*, No. 09-cv-01786-L-WMC, 2013 WL 6055326, at *3 (S.D.
22 Cal. Nov. 14, 2013).

23 **b. Risk, expense, complexity, & likely duration of further litigation**

24 The risks, expense, complexity, and likely duration of further litigation support preliminary
25 approval of the Settlement. Consumer class action lawsuits, like this action, are complex,
26 expensive, and lengthy. *See, e.g., Dupler v. Costco Wholesale Corp.*, 705 F. Supp. 2d 231, 239
27 (E.D.N.Y. 2010). This case is settling in the discovery stage; if the Settlement is not approved, the
28 Parties will likely need to litigate through a motion for class certification, dispositive motions,

1 *Internat., Inc.*, 180 Cal. App. 4th 1213, 1226 (2010).

2 **d. Amount offered in settlement**

3 The amount offered in settlement supports preliminary approval. “In the context of a
4 settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial
5 on the complaint, but rather whether the settlement is reasonable under all of the circumstances.”
6 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 250 (2001). “The fact that a proposed
7 settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean
8 that the proposed settlement is grossly inadequate and should be disapproved.” *Linney v. Cellular*
9 *Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998). Settlements have been found fair and
10 reasonable even though the monetary relief was “relatively paltry.” *Rebney*, 220 Cal. App. 3d at
11 1139.

12 Here, the monetary recoveries for Class Members who submit timely, valid Claims of \$5
13 per month (768 kbps), \$8 per month (1.5 mb), \$13 per month (3.0 mb), and \$13 per month (6.0
14 mb), for each month they had active service until the Preliminary Approval date—with no cap on
15 the amount that Defendants have to pay—are an excellent result for the Settlement Class. *See supra*
16 Part III.C.i. Based on Class Counsel’s review of documents and data that Defendants provided in
17 discovery, Class Counsel have estimated that during the period from March 1, 2015, to July 14,
18 2017, there were approximately 16,000 subscribers to the 768 kbps TrueStream package,
19 approximately 20,000 subscribers to the 1.5 mb TrueStream package, approximately 43,200
20 subscribers to the 3.0 mb TrueStream package, and approximately 71,400 subscribers to the 6.0
21 mb TrueStream package. Granade Decl. ¶ 57. While these numbers of subscribers cover some area
22 codes that are not included in the Settlement Class, Class Counsel believe they nevertheless show
23 the total available monetary recovery for the Class exceeds \$1.7 million—especially because these
24 numbers do not take into account the per-month monetary amounts Class Members may recover
25 under the Settlement for months during which they continued to have active service after July 14,
26 2017, until the date of Preliminary Approval. *Id.*

27 Moreover, and critically, the Settlement’s monetary benefits are excellent because the per-
28 month amounts set forth above constitute the price premiums that Class Members paid for

1 TrueStream over the price of the comparable DSL packages during the same period. *See* § IV.B.1.

2 **e. Extent of discovery completed and stage of the proceedings**

3 The extent of discovery completed and the stage of proceedings favor preliminary
4 approval. As discussed above, the Parties have conducted extensive discovery and have vigorously
5 litigated this case, and Class Counsel has been investigating this case since significantly in advance
6 of filing. *See supra* Part II; Granade Decl. ¶¶ 5-35. For all these reasons, Class Counsel have
7 conducted sufficient investigation and discovery to permit Class Counsel and the Court to
8 intelligently and fairly evaluate the fairness and adequacy of the Settlement. Thus, while the case
9 is still in the discovery stage, “the efficiency with which the Parties were able to reach an
10 agreement need not prevent this Court from granting preliminary approval.” *Hillman v. Lexicon*
11 *Consulting, Inc.*, No. 16-cv-01186-VAP-SP, 2017 WL 10433869, at *8 (C.D. Cal. Apr. 27, 2017).

12 **f. Experience and views of counsel**

13 Class Counsel’s view is the Settlement is an outstanding recovery for the Class, and they
14 fully endorse the Settlement as fair, adequate, and reasonable. Granade Decl. ¶ 58. Class Counsel
15 are experienced in class action litigation, including false advertising cases, and they have a nuanced
16 understanding of the legal and factual issues involved in this case. *Id.* “‘Great weight’ is accorded
17 to the recommendation of counsel, who are most closely acquainted with the facts of the underlying
18 litigation.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal.
19 2004). Thus, this factor supports preliminary approval. *Quiruz v. Specialty Commodities, Inc.*, No.
20 17-cv-03300-BLF, 2020 WL 6562334, at *7 (N.D. Cal. Nov. 9, 2020).

21 **g. Presence of a governmental participant and reaction of Class**

22 The governmental participant and Class reaction factors are neutral here.

23 **B. The Court Should Certify the Settlement Class for Settlement Purposes**

24 Plaintiffs request that the Court provisionally certify the proposed Settlement Class for
25 settlement purposes only under California Code of Civil Procedure section 382, California Civil
26 Code section 1781, and Rule 3.769(d) of the California Rules of Court. Section 382 and section
27 1781 impose substantially similar requirements that may be analyzed together. *See Noel v. Thrifty*
28 *Payless, Inc.*, 7 Cal. 5th 955, 968-69 (2019); *Massachusetts Mut. Life Ins. Co. v. Superior Ct.*, 97

1 Cal. App. 4th 1282, 1287, 1287 n.1 (2002).

2 **Legal standards.** A detailed analysis of the elements required for class certification is not
3 required, but it is advisable to review each element when a class is being conditionally certified.
4 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 622-27 (1997). The court can appropriately utilize
5 a lower standard of scrutiny to determine the propriety of a settlement class certification as opposed
6 to a litigation class certification. *Dunk*, 48 Cal. App. 4th at 1807 n.19. The court is under no
7 “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for
8 class certification have been satisfied. *Wershba*, 91 Cal. App. 4th at 240. To certify a class, the
9 plaintiff must show “the existence of an ascertainable and sufficiently numerous class, a well-
10 defined community of interest, and substantial benefits from certification that render proceeding
11 as a class superior to the alternatives.” *Noel*, 7 Cal. 5th at 968.

12 **Ascertainability.** The definition of the proposed Class must be “precise, objective and
13 presently ascertainable.” *Sevidal v. Target Corp.*, 189 Cal. App. 4th 905, 919 (2010). According
14 to the California Supreme Court, a class is ascertainable “when it is defined ‘in terms of objective
15 characteristics and common transactional facts’ that make ‘the ultimate identification of class
16 members possible when that identification becomes necessary.’” *Noel*, 7 Cal. 5th at 980. Here, the
17 Class is objectively defined and limited by particular TrueStream Package purchased, whether the
18 potential Class Member had a copper-based AT&T phone line, area code, time the subscription
19 began, and the relevant Class Period. §§ III.D, K. Furthermore, Defendants possess data in their
20 business records about who the Class Members are, from which they will generate the Class List,
21 which will assist in identifying Class Members because it will be used to provide direct notice to
22 the Class. *See* §§ III.F, V.B.2. For all these reasons, the Class is defined in such a way that Class
23 Member identification is possible, and the Class is therefore ascertainable.

24 **Numerosity.** A class is sufficiently numerous to warrant class treatment when it is
25 impracticable to bring all members of the class before the court. *See* CAL. CIV. PROC. CODE § 382;
26 CAL. CIV. CODE § 1781(b)(1). The exact number of parties necessary for a class action is indefinite
27 and may be construed liberally. *See Vasquez v. Superior Ct.*, 4 Cal. 3d 800, 810-11 (1971);
28 *Hebbard v. Colgrove*, 28 Cal. App. 3d 1017, 1030 (1972). Documents that Defendants produced

1 in discovery regarding the numbers of subscribers of particular TrueStream packages (including
2 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb) during the period from March 1, 2015, to July 14, 2017,
3 indicate that there are thousands of potential Class Members. Granade Decl. ¶ 57.

4 **Community of Interest.** “The community of interest requirement involves three factors:
5 ‘(1) predominant common questions of law or fact; (2) class representatives with claims or
6 defenses typical of the class; and (3) class representatives who can adequately represent the class.’”
7 *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000).

8 **Predominance.** Common questions of law or fact predominate where the common
9 questions are “sufficiently pervasive to permit adjudication in a class action rather than in a
10 multiplicity of suits.” *Vasquez*, 4 Cal. 3d at 810. Class certification is proper where the common
11 issues represent “the principal issues in any individual action, both in terms of time to be expended
12 in their proof and of their importance.” *Id.* Class certification does not require that common
13 questions be completely dispositive as to all potential members of the class. *Rosack v. Volvo of*
14 *Am. Corp.*, 131 Cal. App. 3d 741, 754 (Ct. App. 1982).

15 Here, the Class Members’ claims are based on uniform, prominent representations during
16 the period from March 1, 2015, to July 14, 2017, that TrueStream service was “fiber optic,” which
17 were capable of being seen by every Class Member. In cases where the defendant’s challenged
18 representations are uniform, the California state and federal courts have routinely certified classes.
19 *See, e.g., In re ConAgra Foods, Inc.*, 90 F. Supp. 3d 919 (C.D. Cal. 2015) (certifying multiple state
20 classes of consumers pursuing claims regarding misleading advertising of cooking oil); *Harper v.*
21 *24 Hour Fitness, Inc.*, 167 Cal. App. 4th 966 (2008) (reversing order decertifying class of
22 consumers pursuing claims of deceptive marketing and statements regarding membership fee).³
23 Common issues include whether Defendants deceptively marketed TrueStream internet service as
24 “fiber optic” in violation of the CLRA, FAL, and UCL, engaged in intentional misrepresentation,
25 and was unjustly enriched as a result. Thus, the central questions to this litigation are: 1) was the
26 “fiber optic” representation material to the reasonable consumer; 2) for a service to be considered

27 _____
28 ³ *Astiana v. Kashi Co.*, 291 F.R.D. 493 (S.D. Cal. 2013) (misleading advertising of food products);
Guido v. L’Oreal, USA, Inc., 284 F.R.D. 468 (C.D. Cal. 2012) (deceptive advertising of shampoo).

1 “fiber optic,” can it contain any copper or must it be exclusively “fiber optic”; and 3) if it can
2 contain copper, how much? All of these questions turn on what a reasonable consumer would
3 believe “fiber optic” to mean. *See In re Tobacco II Cases*, 46 Cal. 4th 298, 327 (2009) (“A
4 misrepresentation is judged to be ‘material’ if ‘a reasonable man would attach importance to its
5 existence or nonexistence in determining his choice of action in the transaction in question[.]’”);
6 *Chapman v. Skype Inc.*, 220 Cal. App. 4th 217, 226 (2013).

7 **Typicality.** “Certification requires a showing that the class representative has
8 claims or defenses typical of the class.” *Fireside Bank v. Superior Ct.*, 40 Cal. 4th 1069, 1090
9 (2007). “[M]ost differences in situation or interest among class members . . . should not bar class
10 suit.” *Wershba*, 91 Cal. App. 4th at 238. Plaintiffs’ claims are typical of those of the proposed
11 Class Members because their claims pose the same questions of law and fact as those of the Class
12 Members and arise from the same “fiber optic” representations regarding TrueStream internet
13 service. Thus, there is a sufficient relationship between the injuries to Plaintiffs and the conduct
14 that affects the entire Settlement Class, and typicality is met.

15 **Adequacy.** Plaintiffs and Class Counsel are adequate because Class Counsel are
16 “qualified to conduct the proposed litigation” and Plaintiffs’ “interests are not antagonistic to the
17 interests of the class.” *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976). As discussed
18 above, Class Counsel have successfully prosecuted numerous false advertising class action cases,
19 and they are capable of, and committed to, prosecuting this Action vigorously on behalf of the
20 Class. *See supra* Part V.A.i; Granade Decl. Exs. 4-5. Furthermore, Plaintiffs’ interests are not
21 antagonistic to the Class’s interests because their claims arise from the same standardized conduct
22 of Defendants as the Class’s claims, and Plaintiffs seek remedies equally applicable and beneficial
23 to the Class. For these reasons, adequacy is met. *See McGhee*, 60 Cal. app. 3d at 450.

24 **Superiority.** Here, a class action is the superior method of adjudication to any available
25 alternatives because it will provide “substantial benefits” to the Parties and the Court. *Fireside*
26 *Bank*, 40 Cal. 4th at 1089. The Class Members are sufficiently numerous that any attempt to try
27 their claims individually would unnecessarily clog the court system, waste judicial resources, and
28 subject the parties to inconsistent outcomes. *See Sav-On Drug Stores, Inc. v. Superior Ct.*, 34 Cal.

1 4th 319, 340 (2004). Furthermore, the benefits of certification here “are not measured by reference
2 to individual recoveries alone,” *Linder*, 23 Cal. 4th at 445, as class treatment will allow for “several
3 salutary by-products, including a therapeutic effect upon those sellers who indulge in fraudulent
4 practices, aid to legitimate business enterprises by curtailing illegitimate competition, and
5 avoidance to the judicial process of the burden of multiple litigation involving identical claims,”
6 *Vasquez*, 4 Cal. 3d at 808.

7 **C. The Court Should Approve the Class Notice Plan**

8 To satisfy due process, notice must be “reasonably calculated, under all the circumstances,
9 to apprise interested parties of the pendency of the action and afford them an opportunity to present
10 their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). The type
11 of notice that due process requires to be provided to a member of a class depends upon the
12 information available to the parties about that class member. *E.g., id.* at 317-18; *Schroeder v. City*
13 *of New York*, 371 U.S. 208, 212 (1962). The Court has wide discretion in applying the notice
14 standard. As a California court has held, “[t]he *manner* of giving notice is subject to the trial court’s
15 virtually complete discretion.” *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 58 (2008). “The
16 standard is whether the notice has ‘a reasonable chance of reaching a substantial percentage of the
17 class members.’” *Wershba*, 91 Cal. App. 4th at 251. It is not necessary to show that notice will
18 reach each member of the Class. *Id.*

19 The Parties designed the proposed Class Notice Plan in concert with an experienced
20 Settlement Administrator, Kroll LLC (“Kroll”), and it easily meets all of the applicable
21 requirements. *See generally* § V; Stlmt Agmt Ex. D (“Decl. Prutsman”). The Class Notice Plan is
22 comprised of direct notice in the form of email and postcard notice, as well as a Settlement
23 Website, where the Long-Form Notice and important case documents will be available. §§ III.Z,
24 V.B, V.C.3. A toll-free telephone number will be available to Class Members with questions. §
25 V.D.2; Stlmt Agmt Exs. B-C. Kroll will also have a 1/4 page Short Form Notice (or substantially
26 similar) published in the Los Angeles Edition of USA Today for four consecutive weeks. § V.B.9.
27 Courts have routinely approved similar notice plans. *See, e.g., In re Online DVD Rental Antitrust*
28 *Litig.*, 779 F.3d 934, 946 (9th Cir. 2015) (finding notice satisfied due process where an initial email

1 notice was supplemented by a postcard notice to those whose emails bounced back). Here, Kroll
2 will initially rely on the Class List generated by Defendants from their business records. § III.F;
3 Decl. Prutsman ¶ 4. When combined with Kroll’s process to confirm addresses through the
4 National Change-of-Address database and subsequent skip tracing for notices returned as
5 undeliverable, the direct notice components of the Class Notice Plan alone are expected to reach
6 over 80% of the Class Members. *See* Decl. Prutsman ¶ 10. For all these reasons, the Class Notice
7 Plan has a reasonable chance of reaching a substantial percentage of the Class Members, *Wershba*,
8 91 Cal. App. 4th at 251, and it satisfies due process, *Mullane*, 339 U.S. at 314.

9 The Class Notice contains all critical information required to apprise Class Members of
10 their rights under the Settlement and is written in simple, straightforward language. The email and
11 postcard notices explain how Class Members may make a Claim or opt out of or object to the
12 Settlement, and both include the toll-free settlement hotline and a link to the Settlement Website.
13 Stlmt Agmt Ex. C (email and postcard notices). The Long-Form Notice provides detailed
14 information, including: (1) basic background information about the Action; (2) a description of the
15 benefits provided by the Settlement; (3) an explanation of how Class Members can obtain benefits;
16 (4) an explanation of how Class Members can opt out of or object to the Settlement; (5) an
17 explanation that any claims against Defendants that could have been litigated in the Action will be
18 released if the Class Member does not opt out; (6) information regarding Class Counsel’s
19 forthcoming request for attorneys’ fees and costs and Service Awards; (7) the Final Approval
20 Hearing date (subject to change); and (8) Class Counsel’s contact information. Stlmt Agmt Ex. B.

21 This approach to notice is more than adequate. *See, e.g., Knutson v. Schwan’s Home Serv.,*
22 *Inc.*, No. 3:12-cv-00964-GPC, 2014 WL 3519064, at *5 (S.D. Cal. July 14, 2014) (approving
23 mailed notice where notice would include the settlement website with full settlement details and
24 the claim administrator’s toll free number); *Sarabri v. Weltman, Weinberg & Reis Co., L.P.A.*, No.
25 10-cv-01777-AJB-NLS, 2012 WL 3809123, at *2 (S.D. Cal. Sept. 4, 2012) (same). The Class
26 Notice Plan will fully apprise Class Members of their rights and should be approved.

27 **VI. Proposed Schedule for Final Approval Proceedings**

28 Finally, Plaintiffs ask the Court to schedule the time, date, and place of the Final Approval

Hearing to decide whether the Settlement is fair, adequate, and reasonable. Plaintiffs also request that the Court set other relevant deadlines as set forth below:

Event	Deadline
Deadline for Defendants to provide the Class List to the Settlement Administrator	10 business days after Preliminary Approval
Deadline for dissemination of Class Notice to commence	20 business days after Preliminary Approval
Deadline for all Class Notice to be completed	60 calendar days after Preliminary Approval
End of Claim Period	180 calendar days from the date of first publication of Class Notice
Deadline for the Settlement Administrator to provide a report to the Parties, which shall include the value, number, and type of timely, valid, and approved Claims.	7 calendar days after the Claim Period ends
Deadline for Class Counsel to file a motion seeking attorneys' fees and costs and Service Awards	14 days before the deadline to object
Deadline to object or opt out	30 calendar days before the Final Approval Hearing
Deadline for Settlement Administrator to file declaration with the Court that: (i) includes a list of those persons who have opted out from the Settlement; and (ii) describes the scope, methods, and results of the notice program	10 calendar days before the Final Approval Hearing
Deadline for Class Counsel or Defendants' Counsel to file a brief responding to any objection	7 calendar days before the Final Approval Hearing
Final Approval Hearing	To be determined by the Court
Deadline for the Settlement Administrator to provide a report to Class Counsel and Defendants' Counsel calculating the number of valid and timely 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	7 calendar days after the Effective Date
Deadline for Defendants to pay funds sufficient to cover all checks to Class Members into an account established by the Settlement Administrator, and the release becomes effective	10 calendar days after the Effective Date

VII. Conclusion

For the reasons above, Plaintiffs respectfully request that the Court preliminarily approve the Settlement, preliminarily certify the Settlement Class, enter the Preliminary Approval Order, appoint Plaintiffs as Class Representatives, appoint Reese LLP and Halunen Law as Class Counsel, direct that Notice be distributed to the Settlement Class, and schedule a Final Approval Hearing.

1 Date: November 1, 2021

Respectfully submitted,

2 By: /s/ George V. Granade

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17 *Linda Gomez and the Proposed Class*

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*
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.
27
28

Case No. 18STCV08068

CLASS ACTION

**DECLARATION OF GEORGE V.
GRANADE IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 8, 2022

Time: 10:00 a.m.

Judge: Honorable Amy D. Hogue

Place: Department 7

Action filed: December 12, 2018

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

2 1. I am a partner at the law firm of Reese LLP, which is co-counsel for Plaintiffs
3 Stevie Hemphill and Linda Gomez in the above-captioned action.

4 2. I am a member in good standing of the bars of the States of California, New York,
5 and Georgia, as well as the bars of the United States Courts of Appeals for the Ninth Circuit and
6 the Second Circuit and the United States District Courts for the Northern District of California,
7 Southern District of California, Central District of California, Eastern District of California,
8 Southern District of Illinois, Northern District of Illinois, Northern District of New York, Western
9 District of New York, Eastern District of New York, and Southern District of New York.

10 3. I respectfully submit this declaration in support of Plaintiffs' Motion for
11 Preliminary Approval of Class Action Settlement (filed concurrently herewith).

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

15 5. Before filing the original Complaint in this case, Class Counsel¹ investigated the
16 potential claims against Defendants. Class Counsel interviewed former named plaintiff Ronald
17 Chinitz and gathered information about Defendants' marketing and advertising of their
18 TrueStream internet service as "fiber optic." Class Counsel expended resources researching and
19 developing the factual and legal claims at issue. After being retained by Mr. Chinitz, on October
20 25, 2017, Class Counsel sent a demand letter on his behalf to Defendants pursuant to California's
21 Consumers Legal Remedies Act, CAL. CIV. CODE § 1750 *et seq.* ("CLRA"), which led to extensive
22 pre-suit negotiations with Defendants regarding potential settlement of the case.

23 6. To challenge Defendants' practice of marketing their TrueStream internet service
24 as "fiber optic" when it was, allegedly, provided via copper DSL lines, Mr. Chinitz initiated a class
25 action lawsuit in this Court on December 12, 2018, bringing claims on behalf of a putative
26 California state class for violation of the CLRA, California's False Advertising Law, CAL. BUS. &

27

28 ¹ Unless otherwise indicated, capitalized terms have the meanings ascribed to them in the Settlement Agreement and Release attached hereto as **Exhibit 1** (see paragraph 36 below).

1 PROF. CODE § 17500 *et seq.* (“FAL”), and California’s Unfair Competition Law, CAL. BUS. &
2 PROF. CODE § 17200 *et seq.* (“UCL”), for intentional misrepresentation, and for unjust enrichment.
3 *See generally* Compl.

4 7. Defendants demurred to the Complaint on March 8, 2019, and the Parties fully
5 briefed the demurrer.

6 8. On April 17, 2019, the Court overruled the demurrer in full, and the Parties
7 commenced discovery shortly thereafter.

8 9. Defendants filed an answer on May 17, 2019.

9 10. Beginning on April 26, 2019, Class Counsel served multiple sets of written
10 discovery requests on Defendants and noticed “person most knowledgeable” depositions of
11 Defendants, and Defendants served multiple sets of written discovery requests on Mr. Chinitz and
12 noticed his deposition.

13 11. On July 2, 2019, the Parties filed a stipulation to temporarily stay discovery to allow
14 the Parties to participate in settlement negotiations, and on July 5, 2019, the Court granted the
15 stipulation.

16 12. Although discovery was stayed, to facilitate an effective mediation, the Parties
17 provide responses to outstanding discovery requests and produced responsive documents on
18 September 13 and 14, 2019.

19 13. On September 16, 2019, the Parties attended a full day mediation before Honorable
20 Jonathan Cannon (Ret.) of JAMS.

21 14. While the case did not settle at the mediation of September 16, 2019, the Parties
22 were able to reach agreement on many of the substantive issues and agreed to conduct a follow-up
23 session on November 25, 2019.

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

26 16. On November 25, 2019, the Parties attended a second full day mediation with Judge
27 Cannon.

28 17. While the case again did not settle, the two mediation sessions with Judge Cannon

1 set the foundation for the Settlement.

2 18. On December 12, 2019, the Court lifted the discovery stay as to class certification
3 and set June 15, 2020, as the deadline for Mr. Chinitz to file a class certification motion, and the
4 Parties resumed discovery.

5 19. At an Informal Discovery Conference (“IDC”) with the Court on March 11, 2020,
6 the Court amended the deadline for Mr. Chinitz to file a class certification motion to July 31, 2020.
7 *See* Joint Status Report, June 30, 2020, at 2.

8 20. The Parties then entered into several months of hard-fought discovery, culminating
9 in a second IDC with the Court on July 7, 2020.

10 21. The central subject of the IDC was Mr. Chinitz’s request for Defendants to turn
11 over contact information and technical data on the class members.

12 22. As a result, the Parties agreed, with the Court’s support, that following *Belair-*
13 *West* notice, the contact information for 400 class members, and technical data for 100 class
14 members, would be provided to Mr. Chinitz. *See* Stip. Extend Case Schedule, Sept. 9, 2020.

15 23. To provide time for notice and production, the Court set September 30, 2020, as
16 the new deadline for Mr. Chinitz to move for class certification.

17 24. Due to delays in obtaining the technical data, on September 9, 2020, the Parties
18 sought an extension of the class certification deadline to November 30, 2020.

19 25. The Court granted the extension on September 14, 2020. *See* Order, Sept. 14, 2020.

20 26. In October 2020, the Parties began months of earnest negotiations in an attempt to
21 seek resolution.

22 27. To provide the Parties breathing room for those negotiations, they sought an
23 extension of the deadline for Mr. Chinitz to move for class certification to January 19, 2021, which
24 the Court granted on October 22, 2020. *See* Order, Oct. 22, 2020.

25 28. Having made significant progress, and needing a bit more time to bring the matter
26 home, on December 30, 2020, the Parties again stipulated to extend the deadline to March 19,
27 2021, which the Court granted on January 4, 2021. *See* Order filed January 4, 2021.

28 29. After several months of negotiations—with weekly calls between counsel—on

1 February 8, 2021, the Parties reached resolution on the material points of a settlement,
2 memorialized in a non-binding Memorandum of Understanding. *See* Decl. Murphy Supp. Defs.’
3 Mot. Prelim. Approval Class Action Stlmt, Ex. A (filed Apr. 1, 2021).

4 30. With the material points agreed to, counsel turned to dealing with the details,
5 exchanging drafts of a detailed settlement agreement to be filed with the Court.

6 31. On March 17, 2021, without the knowledge or consent of counsel, Mr. Chinitz
7 attempted to negotiate a class settlement with Defendants.

8 32. On March 31, 2021, Defendants served a Motion for Preliminary Approval, which
9 Plaintiff opposed.

10 33. On April 20, 2021, Class Counsel moved to be relieved as Mr. Chinitz’s counsel
11 and to substitute Mr. Hemphill and Ms. Gomez as the named Plaintiffs.

12 34. On May 12, 2021, the Court granted Plaintiffs’ motions and vacated the hearing on
13 the Motion of Preliminary Approval.

14 35. Shortly thereafter, the Parties entered a third round of intensive settlement
15 negotiations, which culminated in the present Settlement Agreement, which the Parties, Class
16 Counsel, and Defendants’ Counsel fully executed on October 29, 2021.

17 36. A true and correct copy of the fully executed Settlement Agreement, including all
18 exhibits thereto, is attached to this declaration as **Exhibit 1**.

19 37. Attached hereto as **Exhibit 2** is a true and correct copy of the following document:
20 Declaration of George V. Granade re: Lack of Interest in Non-Profit Organizations, executed on
21 October 29, 2021.

22 38. Attached hereto as **Exhibit 3** is a true and correct copy of the following document:
23 Declaration of A. Louis Dorny re: Lack of Interest in Non-Profit Organizations, executed on
24 October 29, 2021.

25 39. Class Counsel have the appropriate experience and credentials to attest to the
26 fairness and reasonableness of the Settlement Agreement, given their extensive knowledge and
27 experience in consumer class action litigation.

28 40. In negotiating the Settlement Agreement, Class Counsel had the benefit of years of

1 experience and familiarity with the factual and legal bases for this case, as well as other cases
2 involving deceptive advertising.

3 41. Attached hereto as **Exhibit 4** is a true and correct copy of the Reese LLP firm
4 resume.

5 42. Attached hereto as **Exhibit 5** is a true and correct copy of the Halunen Law firm
6 resume, which I obtained from my co-counsel in this case.

7 43. While confident in the strength of Plaintiffs' claims, Plaintiffs and Class Counsel
8 are also pragmatic and recognize the risks inherent in litigation of this type and magnitude.

9 44. While the Court denied Defendants' demurrer, that is not a guarantee of success on
10 the merits.

11 45. Defendants continue to deny Plaintiffs' allegations, and should this matter proceed,
12 they will vigorously defend themselves on the merits.

13 46. Defendants have taken the position that the "fiber optic" statement in the marketing
14 for TrueStream was truthful because there was fiber optic cable in the telecommunications
15 infrastructure connecting their subscribers to the internet, even if, for example, there was also some
16 copper wire between the subscriber's home/premises and a nearby node.

17 47. Similarly, Defendants have argued the "fiber optic" claim does not mean the
18 connection is fiber optic cable *only*.

19 48. Further, there are risks and uncertainties associated with establishing damages for
20 reasons including that subscribers may have different lengths of copper wire between their
21 premises and a nearby node or the central office, and it is arguable that any damages amount should
22 be tied to the length of copper in the connection (i.e., less copper means lower damages), which
23 would require complex and expensive expert testimony.

24 49. Defendants have also taken the position that the copper wire used provided the same
25 connection speed as the fiber optic cable would have, which raises questions as to the materiality
26 of the "fiber optic" claim.

27 50. If the Settlement is not approved, the Parties will likely need to litigate through a
28 motion for class certification, dispositive motions, motions *in limine*, pre-trial preparation, and

1 trial.

2 51. The litigation would likely take years to resolve and involve expensive expert
3 discovery.

4 52. The Parties would need to resolve discovery disputes and incur the expense and
5 burden of preparing for trial.

6 53. Even if Plaintiffs were to succeed at class certification and on the merits, any
7 recovery would likely be delayed by appeals.

8 54. Yet there is no guarantee that lengthy litigation and expensive discovery would lead
9 to greater benefits for the Class Members.

10 55. Instead, there would be multiple points at which the Class's claims could be
11 narrowed or dismissed.

12 56. While Class Counsel believe the Class Members' claims are meritorious, they are
13 experienced and realistic, and they understand that trial and the appeals that may follow are
14 uncertain in both outcome and duration—all risks that should be considered in assessing the
15 fairness of the Settlement, which guarantees an immediate award to all participating claimants.
16 Plaintiffs have achieved a certain and worthwhile benefit for the Class, which compares favorably
17 with the mere possibility of recovery at some indefinite time in the future.

18 57. Based on Class Counsel's review of documents and data that Defendants provided
19 in discovery, Class Counsel have estimated that during the period from March 1, 2015, to July 14,
20 2017, there were approximately 16,000 subscribers to the 768 kbps TrueStream package,
21 approximately 20,000 subscribers to the 1.5 mb TrueStream package, approximately 43,200
22 subscribers to the 3.0 mb TrueStream package, and approximately 71,400 subscribers to the 6.0
23 mb TrueStream package. While these numbers of subscribers cover some area codes that are not
24 included in the Settlement Class, Class Counsel believe they nevertheless show the total available
25 monetary recovery for the Class exceeds \$1.7 million—especially because these numbers do not
26 take into account the per-month monetary amounts Class Members may recover under the
27 Settlement for months during which they continued to have active service after July 14, 2017, until
28 the date of Preliminary Approval.

1 58. Class Counsel’s view is the Settlement is an outstanding recovery for the Class, and
2 they fully endorse the Settlement as fair, adequate, and reasonable. Class Counsel are experienced
3 in class action litigation, including false advertising cases, and they have a nuanced understanding
4 of the legal and factual issues involved in this case.

5 59. Attached hereto as **Exhibit 6** is a true and correct copy of the proposed Preliminary
6 Approval Order.

7 60. Attached hereto as **Exhibit 7** is a true and correct copy of the proposed Final
8 Approval Order.

9

10 I declare under penalty of perjury under the laws of the United States of America that the
11 foregoing is true and correct. Executed on November 1, 2021, at Santa Monica, California.

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By:  _____
George V. Granade

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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

SETTLEMENT AGREEMENT AND RELEASE

I. INTRODUCTION

A. This **Settlement Agreement and Release** (“Agreement”) is made and entered into as of October 29, 2021, 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, finally certifying the Settlement Class for settlement purposes only under section 382 of the California Code of Civil Procedure, and dismissing with prejudice the claims of the Class Representatives and Class Members.

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.

BB. “**Tally**” or “**Final Tally**” means the calculation and report the Settlement Administrator shall provide to the Parties, which shall include the value, number, and type of timely, valid, and approved Claims.

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. Under no circumstances shall any cash remaining in the Settlement Fund revert or otherwise be returned to Defendants.

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, within ten (10) 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 such an update within seven (7) 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. The Settlement Administrator shall give the Final Tally to the Parties no later than seven (7) calendar days after the close of the Claim Period.

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. within seven (7) calendar days of the Effective Date, provide a report to Class Counsel and Defendants' Counsel calculating the number of valid and timely 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;
2. sending cash payments to Settlement Claim Members who submitted timely, valid, and approved Claim Forms; and
3. 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; and (ii) describes the scope, methods, and results of the notice program.

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, signed by the Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Defendants' Counsel at the addresses set forth in the Class Notice, no later than thirty (30) calendar days before the Final Approval Hearing.

4. 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".

5. 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); a clear and concise statement of the Class Member's objection; the date the Class Member began receiving TrueStream services; any and all Packages they received; the facts supporting the objection; a specific statement of the legal grounds on which the objection is based, including whether it applies only to the objector, to a specific subset of the class, or to the entire class; the number of times in which the objector or his or her counsel has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector or his or her counsel has made such objection and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case, the identity of any former or current counsel who may be entitled to compensation for any reason related to the objection to the Agreement or fee application; the number of times in which the objector's counsel or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which

the counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case; any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between objector or objector's counsel and any other person or entity; a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing.

6. 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.

7. 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.

8. Any Class Member who fails to send an Objection in the manner specified herein 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 filing and serving a timely written Objection in accordance with the provisions of this Settlement Agreement.

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 in 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. Ten (10) 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 of every kind and description, whether known or unknown, suspected or unsuspected, that the Settlement Class now has or has had, or hereafter can, shall, or may have for or by reason of any matter, event, thing, act, transaction, or occurrence whatsoever arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or asserted in the Action including any and all claims of improper or false advertising, unfair business practices, misrepresentation, fraud, or unjust enrichment, and any and all claims under any federal or state law, statute, or regulation including but not limited to California’s Unfair Business Practices law, and any parallel or similar state, local, or common law claims, from the beginning of the world to the Preliminary Approval date (“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, and all of the Released Claims shall be dismissed with prejudice as to claims that could have been brought, 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. Dismisses all claims made in this Action on the merits and with prejudice;

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

h. 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.

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

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
HYPERLINK "about:blank"
halunen@halunenlaw.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; provided, however, that, after entry of Preliminary Approval, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

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: 10/29/2021 _____

DocuSigned by:
Stevie Hemphill
8D4C789772C0417...

STEVIE HEMPHILL

Dated: 10/29/2021 _____

DocuSigned by:
Linda Gomez
9DD0D95316A24E8...

LINDA GOMEZ

Approved as to form and content:

Dated: 10/29/2021

DocuSigned by:
Michael Reese
47370CE8E501475...

MICHAEL R. REESE
Proposed Class Counsel

Dated: 10/29/2021

DocuSigned by:
George Granade
DAF32E115E3F4A6...

GEORGE V. GRANADE
Proposed Class Counsel

Dated: 10/29/2021

DocuSigned by:
Charles D. Moore
24ED78545E85488...

CHARLES D. MOORE
Proposed Class Counsel

Dated: 10/29/2021

DocuSigned by:
Clayton D. Halunen
27D1CE0404EE413...

CLAYTON D. HALUNEN
Proposed Class Counsel

Dated: October 29, 2021

TELECOM EVOLUTIONS, LLC

By: _____

James Murphy - CEO

Printed Name & Title

Dated: October 29, 2021

QUALITY SPEAKS, LLC

By: _____

James Murphy - CEO

Printed Name & Title

Approved as to form and content:

Dated: October 29, 2021

COUNSEL FOR DEFENDANT

By: _____

Louis Dorny, Gordon Rees Scully Mansukhani, LLP

Printed Name & Title

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR LOS ANGELES COUNTY
Chinitz v. Telecom Evolutions, LLC, No. 18STCV08068 (Cal. Super. Ct. Los Angeles Cty.)

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. List all of the DSL Extreme TrueSTREAM service packages in Section B of this Claim Form.
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, 2021**

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 Service

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**
via ACH
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, and that I purchased the Product(s) claimed above at Coach-branded outlet stores in the United States during the Class Period. I understand that my Claim Form may be subject to audit, verification, and Court review. 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

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR LOS ANGELES COUNTY

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 kps 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]**.
- 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.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [INSERT DEADLINE]	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.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY [INSERT DEADLINE]	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.
OBJECT TO THE SETTLEMENT BY [INSERT DEADLINE]	If you are a Settlement Class Member and you would like to object to the Settlement, you must file your objection in writing with the Court, with a copy delivered to Plaintiffs' counsel and DSL Extreme's counsel at the addresses in Section 16 below. The objection must meet all requirements set forth in Section 16 below. Even if you file a valid and timely objection, you can still submit a claim for money.
GO TO THE FINAL APPROVAL HEARING ON [INSERT HEARING DATE] AT [INSERT HEARING TIME]	<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.</p> <p>The hearing date may be changed without notice.</p> <p>It is not necessary for you to appear at this hearing, but you may attend at your own expense.</p>
DO NOTHING	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.

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

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BASIC INFORMATION

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.

WHO IS IN THE SETTLEMENT?

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 the following packages (only): 768

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

kps, 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 package only: 768 kps, 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.

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 determined as follows:

- (a) For those Settlement Class Members who ordered the TrueStream 768 kps 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

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

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. In the paragraph below is a summary description of the Released Claims. The full Release is described more fully in the Settlement Agreement and 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.fiberopticsettlement.com.

Ten business days after the Settlement becomes effective, all Settlement Class Members (including the Class Representatives), will fully and forever release and discharge DSL Extreme from any and all claims, demands, damages, and suits of every kind and description that the Settlement Class now has, has had, or may have relating to the facts alleged in the Action. The Released Claims include any and all claims of improper or false advertising, unfair business practices, misrepresentation, fraud, or unjust enrichment, and any and all claims under any federal or state law, statute, or regulation including but not limited to California's Unfair Competition Law, and any parallel or similar state, local, or common law claims, from the beginning of the world to **[INSERT THE DATE OF PRELIMINARY APPROVAL]**.

HOW TO GET A SETTLEMENT PAYMENT

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.fiberopticsettlement.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.fiberopticsettlement.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.

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

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 includes a summary description of the Released Claims. The full Release is described more fully in the Settlement Agreement and 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.fiberopticsettlement.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 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.

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

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 objection must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Plaintiffs' counsel and DSL Extreme's counsel, at the addresses set forth below, no later than **[INSERT DEADLINE]**. Any objection shall contain a caption or title that identifies it as "Objection to Class Settlement in *Chinitz v. Telecom Evolutions, LLC*, Los Angeles Superior Court, Case No. 18STCVO8068."

The written objection must include: (a) information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any); (b) a clear and concise statement of the Class Member's objection; (c) the date the Class Member began receiving TrueStream services, and any and all TrueSTREAM packages they received; (d) the facts supporting the objection, and a specific statement of the legal grounds on which the objection is based, including whether it applies only to the objector, to a specific subset of the class, or to the entire class; (e) the number of times in which the objector or his or her counsel has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector or his or her counsel has made such objection and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case, the identity of any former or current counsel who may be entitled to compensation for any reason related to the objection to the Agreement or fee application; (f) the number of times in which the objector's counsel or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case; (g) any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between objector or objector's counsel and any other person or entity; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (j) 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 a TrueSTREAM package 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 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 (2) documents reflecting such TrueSTREAM package, landline, and area code.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Plaintiffs' counsel and DSL Extreme's counsel no later than **[INSERT DEADLINE]** at the following addresses:

The Court	Plaintiffs' Counsel	DSL Extreme's Counsel
Superior Court of California Los Angeles County Spring Street Courthouse Department 7 312 N. Spring Street Los Angeles, CA 90012	Reese LLP 8484 Wilshire Boulevard Suite 515 Los Angeles, CA 90211	Gordon Rees Scully Mansukhani, LLP 633 West Fifth Street 52nd Floor Los Angeles, CA 90071

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

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 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.fiber optic settlement.com, for updates.

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 an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses and otherwise complied with all requirements set forth in Section 17 above, the Court will consider your objection. You may also pay your own lawyer to attend, but it is not necessary.

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

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.

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 the following packages (only): 768 kb, 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 kb 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.

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 [insert date]. **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. 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.

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 [insert administrator address]; or (3) completing and mailing the Claim Form accompanying this postcard 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; 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 the Settlement Website. You may remain a Settlement Class Member and object to the Settlement by [insert date]. **The 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, 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.

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

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,
Case No. 18STCV08068
(Cal. Super. Ct. Los Angeles Cty.)

Claim Identification Code
<<refnum>>

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

Select Service Package:

- TrueSTREAM 768 kb
- 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 term sin 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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James Prutsman

EXHIBIT 1



Class Action Settlement and Notice Administration Services

www.krollbusinessservices.com

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.krollbusinessservices.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

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13 Clayton D. Halunen (*pro hac vice* to be filed)
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14 **HALUNEN LAW**
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15 80 South Eighth Street
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16 Telephone: (612) 605-4098
Facsimile: (612) 605-4099

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

19 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

20 **FOR THE COUNTY OF LOS ANGELES**

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

23 Plaintiffs,

24 v.

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

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF GEORGE V.
GRANADE RE: LACK OF INTEREST IN
NON-PROFIT ORGANIZATIONS
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

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

2 1. I am a partner at the law firm of Reese LLP, which is counsel for Plaintiffs Stevie
3 Hemphill and Linda Gomez in the above-captioned action (“Plaintiffs”).

4 2. I am a member in good standing of the bars of the States of California, New York,
5 and Georgia, as well as the bars of the United States Courts of Appeals for the Ninth Circuit and
6 the Second Circuit and the United States District Courts for the Central District of California,
7 Southern District of California, Northern District of California, Eastern District of California,
8 Southern District of Illinois, Northern District of Illinois, Northern District of New York, Western
9 District of New York, Eastern District of New York, and Southern District of New York.

10 3. I respectfully submit this declaration to identify an organization that Plaintiffs and
11 Defendants Telecom Evolutions, LLC and Quality Speaks LLC (together, “Defendants”) propose
12 should receive the unclaimed funds pursuant to California Code of Civil Procedure section 384
13 and to state whether counsel for Plaintiffs have any interest in the organization.

14 4. The facts set forth in this declaration are based on personal knowledge,
15 investigation, and on information I learned from my co-counsel at Reese LLP and Halunen Law,
16 and I could competently testify to them if called upon to do so.

17 5. Plaintiffs and Defendants have mutually agreed upon National Consumer Law
18 Center as the non-profit organization that should receive the unclaimed funds under California
19 Code of Civil Procedure section 384.

20 6. National Consumer Law Center is a 26 U.S.C. § 501(c)(3) non-profit organization
21 specializing in consumer issues on behalf of low-income people. National Consumer Law Center
22 provides support on issues including consumer fraud, debt collection, consumer finance, energy
23 assistance programs, predatory lending, and sustainable home ownership programs.

24 7. Neither I nor any of the attorneys at Reese LLP or Halunen Law have any interest
25 in National Consumer Law Center.

26 8. Neither of the named Plaintiffs has any interest in National Consumer Law Center.

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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 October 29, 2021, at Santa Monica, California.

By: George V. Granade
George V. Granade

EXHIBIT 3

1 FLETCHER C. ALFORD (SBN: 152314)
2 falford@grsm.com
3 A. LOUIS DORNY (SBN: 212054)
4 ldorny@grsm.com
5 GORDON REES SCULLY MANSUKHANI, LLP
6 275 Battery Street, Suite 2000
7 San Francisco, CA 94111
8 Telephone: (415) 875-3115
9 Facsimile: (415) 986-8054

10 Attorneys for Defendants
11 TELECOM EVOLUTIONS, LLC
12 and QUALITY SPEAKS LLC

13 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

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

18 Plaintiffs,

19 v.

20 TELECOM EVOLUTIONS, LLC, *a*
21 *California limited liability company, and*
22 QUALITY SPEAKS LLC, *a California*
23 *limited liability company,*

24 Defendants.

Case No. 18STCV08068

**DECLARATION OF A. LOUIS DORNY
RE: LACK OF INTEREST IN NON-
PROFIT ORGANIZATIONS
[Cal. Civ. Proc. Code § 384]**

Place: Department 7
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

1 I, A. Louis Dorny, declare as follows:

2 1. I am a partner at the law firm of Gordon Rees Scully Mansukhani, LLP, which is
3 counsel for defendants TELECOM EVOLUTIONS, LLC and QUALITY SPEAKS in the above-
4 captioned action (“Defendants”).

5 2. I am a member in good standing of the bars of the States of California,
6 Washington, and The District of Columbia, as well as the bars of the United States Courts of
7 Appeals for the Ninth Circuit and The United States Supreme Court.

8 3. I respectfully submit this declaration to identify an organization that Plaintiffs and
9 Defendants Telecom Evolutions, LLC and Quality Speaks LLC (together, “Defendants”) propose
10 should receive the unclaimed funds pursuant to California Code of Civil Procedure section 384
11 and to state whether counsel for Defendants have any interest in the organization.

12 4. The facts set forth in this declaration are based on personal knowledge,
13 investigation, and I could competently testify to them if called upon to do so.

14 5. Plaintiffs and Defendants have mutually agreed upon National Consumer Law
15 Center as the non-profit organization that should receive the unclaimed funds under California
16 Code of Civil Procedure section 384.

17 6. National Consumer Law Center is a 26 U.S.C. § 501(c)(3) non-profit organization
18 specializing in consumer issues on behalf of low-income people. National Consumer Law Center
19 provides support on issues including consumer fraud, debt collection, consumer finance, energy
20 assistance programs, predatory lending, and sustainable home ownership programs.

21 7. Neither I nor any of the attorneys at Gordon Rees Scully Mansukhani, LLP have
22 any interest in National Consumer Law Center.

23 8. Neither of the named Defendants has any interest in National Consumer Law
24 Center.

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28 ///

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct. Executed on October 29, 2021, at South Pasadena, California.

3
4
5 By: 
6 A. Louis Dornny
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EXHIBIT 4

REESE LLP

Reese LLP represents consumers in a wide array of class action litigation throughout the nation. The attorneys of Reese LLP are skilled litigators with years of experience in federal and state courts. Reese LLP is based in New York, New York with offices also in California and Minnesota.

Recent and current cases litigated by the attorneys of Reese LLP on behalf of consumers include the following:

Hasemann v. Gerber Products Co., case no. 15-cv-02995-MKB-RER (E.D.N.Y.)(case involving misrepresentation of health benefits of baby formula in violation of New York consumer protection laws); *Worth v. CVS Pharmacy, Inc.*, case no. 16-cv-00498 (E.D.N.Y.); (E.D.N.Y.)(class action for alleged misrepresentations regarding health benefits of dietary supplement); *Roper v. Big Heart Pet Brands, Inc.*, case no. 19-cv-00406-DAD (E.D. Cal.)(class action regarding pet food); *Ackerman v. The Coca-Cola Co.*, 09-CV-0395 (JG) (RML) (E.D.N.Y.)(class action for violation of California and New York's consumer protection laws pertaining to health beverages); *Rapaport-Hecht v. Seventh Generation, Inc.*, 14-cv-9087-KMK (S.D.N.Y.)(class action for violation of California and New York's consumer protection laws pertaining to personal care products); *Berkson v. GoGo, LLC*, 14-cv-1199-JWB-LW (E.D.N.Y.)(class action regarding improper automatic renewal clauses); *Chin v. RCN Corporation*, 08-cv-7349 RJS (S.D.N.Y.)(class action for violation of Virginia's consumer protection law by I.S.P. throttling consumers' use of internet); *Bodoin v. Impeccable L.L.C.*, Index No. 601801/08 (N.Y. Sup. Ct.)(individual action for conspiracy and fraud); *Huyer v. Wells Fargo & Co.*, 08-CV-507 (S.D. Iowa)(class action for violation of the RICO Act pertaining to mortgage related fees); *Murphy v. DirecTV, Inc.*, 07-CV-06545 FMC (C.D. Cal.)(class action for violation of California's consumer protection laws); *Bain v. Silver Point Capital Partnership LLP*, Index No. 114284/06 (N.Y. Sup. Ct.)(individual action for breach of contract and fraud); *Siemers v. Wells Fargo & Co.*, C-05-4518 WHA (N.D. Cal.)(class action for violation of § 10(b) of the Securities Exchange Act of 1934 pertaining to improper mutual fund fees); *Dover Capital Ltd. v. Galvex Estonia OU*, Index No. 113485/06 (N.Y. Sup. Ct.)(individual action for breach of contract involving an Eastern European steel company); *All-Star Carts and Vehicles Inc. v. BFI Canada Income Fund*, 08-CV-1816 LDW (E.D.N.Y.)(class action for violation of the Sherman Antitrust Act pertaining to waste hauling services for small businesses on Long Island); *Petlack v. S.C. Johnson & Son, Inc.*, 08-CV-00820 CNC (E.D. Wisconsin)(class action for violation of Wisconsin consumer protection law pertaining to environmental benefits of household cleaning products); *Wong v. Alacer Corp.*, (San Francisco Superior Court)(class action for violation of California's consumer protection laws pertaining to deceptive representations regarding health benefits of dietary supplement's ability to improve immune system); *Howerton v. Cargill, Inc.* (D. Hawaii)(class action for violation of various consumer protection laws regarding sugar substitute); *Yoo v. Wendy's International, Inc.*, 07-CV-04515 FMC (C.D. Cal.)(class action for violation of California's consumer protection laws pertaining to adverse health effects of partially hydrogenated oils in popular food products).

The Attorneys of Reese LLP

Michael R. Reese

Mr. Reese is the founding partner of Reese LLP where he litigates consumer protection and antitrust cases as class actions and on behalf of individual clients. Prior to entering private practice in 2000, Mr. Reese served as an assistant district attorney at the Manhattan District Attorney's Office where he served as a trial attorney prosecuting violent and white-collar crime.

Achievements by Mr. Reese on behalf of consumers span a wide array of actions. For example, in *Yoo v. Wendy's International Inc.*, Mr. Reese was appointed class counsel by the court and commended on achieving a settlement that eliminated trans-fat from a popular food source. *See Yoo v. Wendy's Int'l Inc.*, No. 07-CV-04515-FMC (JCx) (C.D. Cal. 2007) (stating that counsel "**has conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy**"). In *Chin v. RCN Corporation*, Mr. Reese was appointed class counsel and commended by the court for stopping RCN's practice of throttling its Internet customers through adverse network management practices. *See Chin v. RCN Corp.*, No. 08-CV-7349(RJS)(KNF), 2010 WL 3958794, 2010 U.S. Dist. LEXIS 96302 (S.D.N.Y. Sept. 8, 2010) (stating that "**class counsel is qualified, experienced, and able to conduct the litigation**").

Victories by Mr. Reese and his firm include a \$6.1 million class action settlement in *Howerton v. Cargill, Inc.* (D. Hawaii) for consumers of Truvia branded sweetener; a \$6.4 million class action settlement in the matter of *Wong v. Alacer Corp.* (S.F. Superior Court) for consumers of Emergen-C branded dietary supplement; and, a \$25 million dollar settlement for mortgagees in *Huyer v. Wells Fargo & Co.* (S.D. Iowa).

Mr. Reese and his firm are frequently appointed as co-lead counsel in food related multi-district litigations, including, but not limited to: *In re Vitaminwater Sales and Marketing Practices Litigation*, case no. 11-md-2215-DLI-RML (E.D.N.Y.); *In re Frito-Lay N.A. "All-Natural" Sales & Marketing Litigation*, case no. 12-md-02413-RRM-RLM (E.D.N.Y.); and, *In re Hill's Pet Nutrition, Inc. Dog Food Products Liability Litig.*, case no. 19-md-2887-JAR-TT (D. Kansas).

Mr. Reese is a frequent lecturer and author on issues of class actions and food law. Mr. Reese co-hosts an annual two day food law conference with Professor Michael Roberts of UCLA; presents at the annual conference of the Consumer Brands Association (formerly known as the Grocery Manufacturers' Association); presented at Union Internationale des Advocats Annual Congress in Porto, Portugal. Recent articles on food law and class actions appear in publications by the American Bar Association and the Union Internationale des Advocats.

Mr. Reese is also the chairperson of the Cambridge Forum Conference on Food Fraud and is also an executive committee member of the Plaintiffs' Class Action Roundtable, where he lectures on an annual basis on issues related to class actions.

Mr. Reese is also an adjunct professor at Brooklyn Law School where he teaches on class actions as well as food law.

Mr. Reese also is on the advisory boards for the University of California, Los Angeles School of Law Resnick Center for Food Law and Policy and Wellness in the Schools in New York, New York.

Mr. Reese is a member of the state bars of New York and California as well as numerous federal district and appellate courts. Mr. Reese received his juris doctorate from the University of Virginia in 1996 and his bachelor's degree from New College in 1993.

Sue J. Nam

Ms. Nam is based in New York where she focuses on consumer class actions. Ms. Nam also runs the appellate practice at the firm and has represented clients before the Second and Ninth Circuits, as well as The Court of Appeals in New York. Ms. Nam also specialized in copyright law and represents photographers and other visual artists who have had their copyright protected works infringed.

Prior to joining the firm, Ms. Nam was the General Counsel for NexCen Brands, Inc., a publicly traded company that owned a portfolio of consumer brands in food, fashion and homeware.

Previously, Ms. Nam was Intellectual Property Counsel and Assistant Corporate Secretary at Prudential Financial, Inc., and she was an associate specializing in intellectual property and litigation at the law firms of Brobeck Phleger & Harrison LLP in San Francisco, California and Gibson Dunn & Crutcher LLP in New York, New York.

Ms. Nam clerked for the Second Circuit prior to joining private practice.

Ms. Nam received her juris doctorate from Yale Law School in 1994. She received a bachelor's degree with distinction from Northwestern University in 1991.

Carlos F. Ramirez

Mr. Ramirez is an accomplished trial attorney based in New York, where he focuses his practice on the litigation of consumer class actions. Prior to entering private practice in 2001, Mr. Ramirez served as an Assistant District Attorney at the Manhattan District Attorney's Office where he served as a trial attorney prosecuting both violent and white-collar crimes.

Previous and current consumer fraud class actions litigated by Mr. Ramirez include *Hasemann v. Gerber Products Co.*, case no. 15-cv-02995-MKB-RER (E.D.N.Y.)(case involving misrepresentation of health benefits of baby formula in violation of New York consumer protection laws); *Coe v. General Mills, Inc.*, No. 15-cv-5112-TEH (N.D. Cal.) (involving false advertisement claims relating to the Cheerios Protein breakfast cereal); *In re Santa Fe Natural Tobacco Company Marketing & Sales Practices Litigation*, 16-md-2695-JB/LF (D.N.M.)(involving the deceptive marketing of cigarettes as "natural" and "additive free"); *Lamar v. The Coca-Cola Company, et al.*, No. 17-CA-4801 (D.C. Superior Ct.) (involving the deceptive marketing of sugar drinks as safe for health); and

Mr. Ramirez is a member of the state bars of New York and New Jersey. He is also a member of the bars of the U.S. District Courts for the Eastern District of New York and Southern District of New York. Mr. Ramirez received his juris doctorate from the Fordham University School of Law in 1997 and his bachelor's degree from CUNY-Joh Jay College in 1994.

George V. Granade II

Mr. Granade is a partner at Reese LLP based in Los Angeles, California, where he focuses on consumer class actions. Cases Mr. Granade has worked on include:

- *Barron v. Snyder's-Lance, Inc.*, No. 0:13-cv-62496-JAL (S.D. Fla.) (involving "Snyder's," "Cape Cod," "EatSmart," and "Padrinos" brand food products labeled as "natural" and allegedly containing genetically-modified organisms and other synthetic ingredients);
- *In re: Frito-Lay North America, Inc. "All Natural" Litigation*, No. 1:12-md-02413-RRM-RLM (E.D.N.Y.) (involving "SunChips," "Tostitos," and "Bean Dip" products labeled as "natural" and allegedly containing genetically-modified organisms); and
- *Martin v. Cargill, Inc.*, No. 0:13-cv-02563-RHK-JJG (D. Minn.) (involving "Truvia" sweetener product labeled as "natural" and allegedly containing highly processed ingredients).

Mr. Granade received his juris doctorate from New York University School of Law in 2011. He received a master's degree from the University of Georgia at Athens in 2005 with distinction and a bachelor's degree from the University of Georgia at Athens in 2003, *magna cum laude* and with High Honors.

Mr. Granade is a member of the state bars of Georgia, New York, and California. He is also a member of the bar of the U.S. Courts of Appeals for the Second Circuit and Ninth Circuit, as well as the bars of the U.S. District Courts for the Eastern District of New York, Southern District of New York, Western District of New York, Northern District of New York, Southern District of Illinois, Northern District of Illinois, Northern District of California, Southern District of California, Central District of California, and Eastern District of California.

Charles D. Moore

Mr. Moore is based in Minneapolis, Minnesota where he focuses on both consumer as well as employment class actions.

Mr. Moore has worked on a number of high profile class actions at Reese LLP as well as his prior firm where he worked as co-counsel with Reese LLP on numerous matters. His notable cases include *Marino v. Coach, Inc.*, Case No. 1:16-cv-01122-VEC (OTW) (Lead) (S.D.N.Y.) (involving deceptive reference pricing in the sale of outlet merchandise); *Raporport-Hecht v. Seventh Generation, Inc.*, Case No. 7:14-cv-09087-KMK (S.D.N.Y.) (involving the deceptive advertising of household products as "natural"); *Gay v. Tom's of Maine, Inc.*, Case No. 0:14-cv-60604-KMM (S.D. Fla.) (involving deceptive advertising of personal care products as "natural"); *Frohberg v. Cumberland Packing Corp.*, Case No. 1:14-cv-00748-KAM-RLM (E.D.N.Y.) (involving deceptive advertising of food products as "natural"); *Baharenstan v. Venus Laboratories, Inc. d/b/a Earth Friendly Products, Inc.*, Case No. 3:15-cv-03578-EDL (N.D. Cal.) (involving deceptive advertising of household products as "natural"); *Sienkaniec v. Uber Technologies, Inc.*, Case No. 17-cv-04489-PJS-FLN (D. Minn.) (involving the misclassification of Uber drivers as independent contractors); *Dang v. Samsung Electronics Co.*, 673 F. App'x 779

(9th Cir. 2017) (*cert denied* 138 S. Ct. 203) (rejecting shrink-wrap terms in California for purposes of arbitration).

Mr. Moore is a member of the state bar of Minnesota. He is also a member of the bar of the U.S. District Court for the District of Minnesota. Mr. Moore received his juris doctorate from Hamline University School of Law in 2013, and his bachelor's degree from the University of North Dakota in 2007.

Lance N. Stott

Mr. Stott is based in Austin, Texas from where he litigates consumer class actions. Previous and current consumer fraud class actions litigated by Mr. Stott include *Davis v. Toshiba America Consumer Products* for allegedly defective DVD players; *Bennight v. Pioneer Electronics (USA) Inc. et al.* for allegedly defective television sets; *Spencer v. Pioneer Electronics (USA) Inc. et al.* for allegedly defective DVD players; and, *Okland v. Travelocity.com, Inc.*, for deceptive pricing for online hotel reservations.

Mr. Stott is a member of the state bar of Texas. Mr. Stott received his juris doctorate from the University of Texas in 1996 and his bachelor's degree from New College in 1993.

EXHIBIT 5



The nationally recognized law firm of Halunen Law was founded in 1998 and has offices in Minneapolis and Chicago. The firm has successfully represented employees, independent contractors, and consumers in a variety of complex litigation and class action matters. Members of the firm have served in lead, management, discovery, and coordinating capacities in numerous collective actions, class actions, MDLs, and other complex litigation matters.

HALUNEN LAW LITIGATION PROFILES

In re Santa Fe Natural Tobacco Co. Mktg & Sales Practices Litig., Court File No. 1:16md2695 (D.N.M.)

Halunen Law was appointed co-lead counsel in this nationwide multidistrict litigation arising from the allegedly deceptive labeling of cigarettes as “natural,” “additive-free,” and “organic.” The action is currently consolidated for pretrial proceedings before the Honorable James O. Browning in the United States District Court for the District of New Mexico.

Martin et al. v. Cargill, Inc., Court File No. 1:14-cv-00218-LEK-BMK (D. Haw.)

Halunen Law was appointed co-class counsel in this nationwide consumer class action stemming from the allegedly deceptive labeling of sweetener products as “natural.” With cases throughout the country, the actions were eventually consolidated in the District of Hawaii. Halunen Law, was instrumental in negotiating a \$6.1 million settlement on behalf of the class; one of the largest monetary settlements in a “natural” product litigation. On October 8, 2015, the Honorable Leslie E. Kobayashi granted final approval of the settlement.

Gay et al. v. Tom’s of Maine, Inc., Court File No. 0:14-cv-60604-KMM (S.D. Fla.)

Halunen Law’s class action team was appointed co-class counsel in this action arising from the allegedly deceptive labeling of cosmetics as “natural.” The litigation resulted in a \$4.5 million settlement, as well as extensive labeling and marketing changes. On March 11, 2016, the Honorable Chief Judge K. Michael Moore entered an order granting final approval of the settlement.

Barron v. Snyder’s-Lance, Inc., 0:13-cv-62496-JAL, (S.D. Fla.)

Halunen Law was appointed co-class counsel in this nationwide consumer class action arising from the allegedly deceptive labeling of snack foods as “natural.” Halunen Law was instrumental in overcoming motions to dismiss and moving for class certification. Halunen Law negotiated a

settlement providing \$2.7 million in monetary relief, as well as significant injunctive relief. On February 12, 2016, the Honorable Joan A. Lenard entered an order preliminarily approving the settlement.

Frohberg et al. v. Cumberland Packing Corp., Court File No. 1:14-cv-00748-KAM-RLM (E.D.N.Y.)

Halunen Law was appointed co-class counsel in this nationwide consumer class action over the allegedly deceptive labeling of sweeteners as “natural.” Having beaten back dispositive motions, and after conducting extensive discovery, Halunen Law helped negotiate over \$1.5 million in monetary relief, as well as substantial marketing changes. On April 6, 2016, the Honorable Chief Magistrate Judge Roanne L. Mann entered an order granting final approval of the settlement.

Baharestan et al. v. Venus Laboratories, Inc. d/b/a Earth Friendly Products, Inc., Court File No. 3:15-cv-03578-EDL (N.D. Cal.)

Halunen Law attorneys served as co-class counsel in this litigation involving nearly two dozen home care and cleaning products allegedly deceptively labeled as “natural.” After extensive investigation and negotiation, Halunen Law achieved a significant settlement for the class. The settlement included monetary relief, as well as marketing changes and product reformulations. Few “natural” product litigations have resulted in such extensive injunctive relief. On March 16, 2016, the Honorable Elizabeth D. Laporte entered an order giving final approval of the settlement.

In re Certaineed Corporation Roofing Shingles Products Liability Litigation, Court File No. MDL Docket No. 1817 (E.D. Penn.)

Halunen Law attorneys represented consumers who purchased the defendant’s siding, which allegedly prematurely failed, causing damage to underlying structures. This action resulted in a settlement of more than \$100 million on behalf of the class.

Scott v. Honeywell Int’l Inc., Court File No. 14-cv-00157-PAB-CBS (D. Colo.); Leach v. Honeywell Int’l Inc., Court File No. 14-cv-12245-LTS (D. Mass.); and Johnsen v. Honeywell Int’l Inc., Court File No. 14-cv-00594-AGF (E.D. Mo.)

Halunen Law attorneys represent consumers who purchased defendant’s humidifiers, which allegedly become caked with scaling and mineral deposits that cause overheating, blockages, and cracking of components. Plaintiffs have prevailed on the defendant’s motion to dismiss.

Tsan et al. v. Seventh Generation, Inc., Court File No. 3:15-cv-00205-JSC (N.D. Cal.)

Attorneys from Halunen Law have worked tirelessly on behalf of the plaintiffs in this consumer class action arising from the allegedly deceptive labeling of cleaning and home care products as “natural.” Plaintiffs have overcome a motion to dismiss as well as a motion to transfer and are currently in discovery.

Law Office of Brent Gaines v. Healthport Technologies, LLC, Court File No. 3:16-cv-00030-SMY-SCW (S.D. Ill.)

Halunen Law attorneys served as co-counsel for the plaintiff on this class action involving allegations the defendant charged customers excessive and unjustified fees for searching and retrieving medical records when no medical records were in fact furnished in response to consumers’ requests.

Podpeskar v. Makita U.S.A., Inc., Court File No. 0:15-cv-03914-JRT-LIB (D. Minn.)

Halunen Law attorneys served as co-counsel for the plaintiff in this class action involving the purchase of various power tools containing allegedly defective 18 volt lithium-ion batteries. These batteries are plagued by design flaws which result in the premature failure of otherwise perfectly good batteries.

Kay Ray v. Samsung Electronics America, Inc. et al., Court File No. 1:15-cv-08540-TPG (S.D.N.Y.)

Halunen Law attorneys served as co-counsel for the plaintiff in this class action involving Samsung's sale of allegedly unsafe and uniformly defective washing machines, even after receiving numerous consumer complaints about problems with its "spin" cycles, high vibrations, and even "explosions."

Forsher v. The J.M. Smucker Co., Court File No. 1:15-cv-07180-RJD-MDG (E.D.N.Y.)

Halunen Law attorneys served as co-counsel for the plaintiff on this class action involving the sale of peanut butter alleged to falsely represented as "natural," when in fact it contains non-natural ingredients derived from genetically modified organisms.

Marino v. Coach, Inc., Court File No. 1:16-cv-01122-VEC (S.D.N.Y.)

Halunen Law attorneys serve as co-counsel for the plaintiff in this class action involving the allegedly deceptive and misleading labeling and marketing of merchandise at outlet stores. The defendant allegedly labels its merchandise with price tags showing deep discounts, when in reality this merchandise is manufactured exclusively for its outlet stores. According to the allegation, the price shown is the original price and the discounts shown on the price tags are false discounts designed to mislead and deceive consumers.

HALUNEN LAW CLASS ACTION TEAM

CLAYTON D. HALUNEN

Clayton Halunen is the Managing Partner of Halunen Law. He practices primarily in the areas of employment and class action litigation on behalf of plaintiffs. He has tried over thirty cases to a verdict and has served in lead, management, or coordinating capacities in numerous collective and class actions throughout the United States. Mr. Halunen has been involved in the prosecution of class action employment and consumer matters.

Mr. Halunen was one of the Relators' counsel in *United States of America, et al., ex rel. Tamara Dietzler v. Abbott Labs.*, Court File No. 1:09-cv-00051 (W.D. Va.) where Halunen Law was instrumental in achieving a settlement against Abbott Labs for government fraud in an amount in excess of \$1.5 Billion—one of the largest recoveries under the False Claims Act in United States history.

Mr. Halunen is licensed to practice in all courts for the State of Minnesota as well as the United States District Courts for the District of Minnesota and the Northern and Central Districts of Illinois. He is a Minnesota State Bar Association Board Certified Labor and Employment Law Specialist, a member of the National Employment Lawyers Association, and the Minnesota State

Bar Association (Governing Council, Labor and Employment).

Mr. Halunen is a frequent lecturer, and is regularly named to Who's Who in Minnesota Employment Law. Every year since 2003, he has been named a Super Lawyer by Minnesota Law & Politics.

Areas of Practice

- False Claims Act (“qui tam”) Litigation
- Employment Litigation
- Whistleblower Litigation
- Retaliation in Employment
- Executive and High Level Severance Workouts
- Consumer Fraud
- Products Liability
- Class Action/Mass Torts

Education:

- Hamline University School of Law, St. Paul, Minnesota, J.D.
- North Dakota State University, Fargo, North Dakota, B.S. Psychology

Bar Admissions:

- Minnesota
- U.S. District Court, District of Minnesota

Professional Associations and Memberships:

- Minnesota State Bar Association
- Federal Bar Association - Board Member
- National Employment Lawyers Association
- Minnesota Association of Justice

Honors and Awards:

- Super Lawyer, Minnesota Law and Politics and Minneapolis/St. Paul Magazine, 2003 – 2015
- Minnesota Lawyer Attorney of the Year, 2014

CHRISTOPHER J. MORELAND

Christopher Moreland was a Partner with Halunen Law until October 2021, and lead the consumer class action and employment litigation teams. Before joining Halunen Law in early 2016, Chris spent nearly twenty years representing injured railroad workers and other individuals in Federal Employers' Liability Act (FELA), Federal Rail Safety Act (whistleblower), wrongful death, personal injury, product liability, toxic exposure, and insurance bad faith litigation. His national practice included multi-district litigation and trial work that has resulted in significant victories for his clients in state and federal courts across the country, as well as extensive complex motion and appellate practice, including arguments in numerous courts of appeal and the Supreme Courts of

Minnesota, Nebraska, and Montana.

Chris speaks frequently at continuing legal education seminars and has published articles on legal process, rights and remedies. Active in the Minneapolis legal community, he serves on the Board of Governors for the Minnesota Association for Justice (a group of trial lawyers organized to promote the administration of justice for the public good), and is a member of the American Association for Justice, the Public Justice Foundation, and the Minnesota State Bar Association.

On several occasions, Chris has been selected by his peers as a Super Lawyers “Rising Star” (representing the top 2.5% of Minnesota Lawyers who are either 40 years old or younger, or who have been in practice for 10 years or less).

Education:

- Hamline University School of Law, Saint Paul, MN, J.D. (*cum laude*)
 - Dean’s List
 - Silver Gavel Honor Society (top 5% of graduating class)
- University of North Dakota, B.A. English (*summa cum laude*)

Bar Admissions:

- Minnesota
- U.S. District Court, District of Minnesota
- U.S. District Court, District of Colorado
- U.S. District Court, Central District of Illinois
- Eighth Circuit Court of Appeals

Professional Associations and Memberships:

- Minnesota Association for Justice (Board of Governors, Amicus Committee)
- American Association for Justice
- Public Justice Foundation
- Minnesota State Bar Association

Honors and Awards:

- Super Lawyers Rising Star

EXHIBIT 6

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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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 WHEREAS, Plaintiffs Stevie Hemphill and Linda Gomez and Defendants Telecom
2 Evolutions, LLC, and Quality Speaks LLC jointly entered into a settlement of the claims asserted
3 in the Action, the terms of which are set forth in a Settlement Agreement and Release dated
4 October 29, 2021, after arm’s-length settlement negotiations;

5 WHEREAS, the Settlement Agreement is subject to review under California Code of Civil
6 Procedure section 382, California Civil Code section 1781, and California Rule of Court 3.769;

7 WHEREAS, on November 1, 2021, Plaintiffs filed a Motion for Preliminary Approval of
8 Class Action Settlement;

9 WHEREAS, the Court has read and considered the Settlement Agreement and the exhibits
10 annexed thereto; the Motion for Preliminary Approval of Class Action Settlement; the proposed
11 Class Notice Plan; the proposed form of Class Notice and Summary Settlement Notice; the
12 proposed Claims process; the proposed form of the Claim Form; the proposed form of the Final
13 Approval Order; and submissions relating to the foregoing; and

14 WHEREAS, being fully advised of the premises and good cause appearing therefor, the
15 Court enters this Order and, subject to final determination by the Court as to the fairness, adequacy,
16 and reasonableness of the Settlement Agreement, finds and orders as follows:

17 IT IS HEREBY ORDERED THAT:

18 1. The Motion for Preliminary Approval of Class Action Settlement is GRANTED
19 pursuant to California Rule of Court 3.769.

20 2. The Settlement Agreement, which the Court finds was negotiated at arm’s length,
21 is preliminarily approved as fair, adequate, and reasonable for settlement purposes.

22 3. **Defined Terms:** The Court adopts all defined terms set forth in the Settlement
23 Agreement for purposes of this Preliminary Approval Order. Additionally, the Court supplements
24 the foregoing defined terms with all additional defined terms set forth herein.

25 4. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action and
26 over all settling Parties, including the Class Members.

27 5. **Preliminary Approval of Settlement:** The Court hereby preliminarily approves
28 the terms of the Settlement Agreement, subject to further consideration at the Final Approval

1 Hearing, as provided below. The Court has conducted a preliminary assessment of the fairness,
2 adequacy, and reasonableness of the Settlement, and the Court hereby concludes that the proposed
3 Settlement is sufficiently within the range of reasonableness to warrant conditional certification of
4 the Settlement Class, the scheduling of the Final Approval Hearing, and the implementation of the
5 Class Notice Plan, each as provided for in this Preliminary Approval Order.

6 **6. Conditional Certification for Settlement Purposes and Appointment of Class**

7 **Representatives and Class Counsel:** The Court conditionally certifies, for settlement purposes
8 only, a Settlement Class of all persons in the U.S. who meet all of the following criteria:

- 9
- 10 • Who subscribed to “DSL Extreme” TrueStream Service offered by Telecom
Evolution, Quality Speaks, or IKANO Communications in any of the following
11 packages (only): 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb;
 - 12 • 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-
13 based phone line with AT&T concurrent with each month their TrueStream service
was purchased through Defendants;
 - 14 • 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;
 - 15 • Whose subscription began no earlier than March 1, 2015, and no later than July 14,
2017; and
 - 16 • Who do not opt out.

17 The Court hereby conditionally appoints Stevie Hemphill and Linda Gomez as the Class
Representatives of the Settlement Class.

18 The Court hereby appoints Michael R. Reese, George V. Granade, and Charles D. Moore
19 of Reese LLP and Clayton D. Halunen of Halunen Law as Class Counsel for the Settlement Class.

20 This conditional certification of the Settlement Class and the Class Representatives, and
21 this appointment of Class Counsel, are solely for purposes of effectuating the proposed Settlement
22 (and for no other purpose and with no other effect upon this or any other action, including no effect
23 upon this action should the settlement not ultimately be approved).

24 The Settlement Class is conditionally certified as to the claims pled on the Settlement
25 Class’s behalf in the Complaint. Based on the Court’s review of the Motion for Preliminary
26 Approval of Class Action Settlement and its supporting materials, the Court conditionally finds
27 that the proposed Settlement Class satisfies California Code of Civil Procedure section 382 and
28 California Civil Code section 1781, in that:

1 a. The Settlement Class is readily defined by objective and precise
2 characteristics in such a way that self-identification by Class Members is possible. The Settlement
3 Class consists of thousands of individuals. The Settlement Class is so numerous that joinder of all
4 persons who fall within the class definition is impracticable. Accordingly, the Settlement Class is
5 ascertainable, and the numerosity requirement is met.

6 b. Common legal and factual questions predominate over individual ones.
7 Members of the Settlement Class share common legal and factual issues (among others) related to
8 whether Defendant's marketing of TrueStream as "fiber optic" is misleading to the reasonable
9 consumer and whether Defendant was unjustly enriched by the sale of TrueStream.

10 c. The claims of the Class Representatives are typical of the claims of the
11 Settlement Class.

12 d. Certification of a Settlement Class by the Court is superior to any other
13 available method for the fair and efficient adjudication of the controversy herein on an individual
14 basis.

15 e. The Class Representatives will fairly and adequately protect the interests of
16 the Settlement Class, and Class Counsel are both qualified and competent to represent the
17 Settlement Class.

18 f. Accordingly, a well-defined community of interest exists in this Action.

19 7. **Final Approval Hearing:** Pursuant to California Rule of Court 3.769(e), a Final
20 Approval Hearing shall take place before the undersigned, the Honorable Amy D. Hogue, at
21 _____ on _____, 2022, to determine:

22 a. whether the Court should finally certify the Settlement Class and whether
23 the Class Representatives and Class Counsel have adequately represented the Settlement Class;

24 b. whether the Court should finally approve the proposed Settlement, on the
25 terms and conditions for which the Settlement Agreement provides, as fair, adequate, and
26 reasonable;

27 c. whether the Court should dismiss with prejudice the Released Claims of all
28 members of the Settlement Class in this Action against the Released Parties;

1 d. whether the Court should approve the application that Class Counsel will
2 submit for attorneys' fees and costs and Service Awards for the Class Representatives, as provided
3 for in the Settlement Agreement; and

4 e. such other matters as the Court may deem necessary or appropriate.

5 The Court may adjourn the Final Approval Hearing and later reconvene such hearing
6 without further notice to the Class Members.

7 If the Settlement Agreement is approved at the Final Approval Hearing, the Court shall
8 enter a Final Approval Order. The Final Approval Order shall be fully binding with respect to all
9 Class Members who did not request exclusion in accordance with the terms of the Settlement
10 Agreement.

11 8. **Nonmaterial Modification to Settlement Agreement Allowed:** The Parties may
12 further modify the Settlement Agreement before the Final Approval Hearing so long as such
13 modifications do not materially change the terms of the Settlement. The Court may approve the
14 Settlement Agreement with such modifications as may be agreed to by the Parties, if appropriate,
15 without further notice to the Class Members.

16 9. **Class Notice:** The proposed Class Notice and Summary Settlement Notice, and the
17 notice methodology described in the Settlement Agreement and in the Class Notice Plan are hereby
18 approved. The Court finds that the manner and content of the Class Notice set forth in the
19 Settlement Agreement: (a) will constitute the best practicable notice; (b) are reasonably calculated,
20 under the circumstances, to apprise the Class Members of the pendency of the Action, the terms
21 of the Settlement, and their rights under the Settlement, including but not limited to their rights to
22 object to or exclude themselves from the Settlement and other rights under the terms of the
23 Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all
24 Class Members and other persons entitled to receive notice; and (d) meet all applicable
25 requirements of law, including but not limited to California Rule of Court 3.766 and the Due
26 Process Clause of the United States Constitution. The Court further finds that all of the notices are
27 written in simple terminology and are readily understandable by the Class Members.

28 The Court approves the Parties' selection of Kroll LLC as the Settlement Administrator to

1 administer the Class Notice Plan and the Settlement Administration Process pursuant to the terms
2 of the Settlement Agreement. Class Notice shall begin to be disseminated within 20 business days
3 after entry of this Order. As set forth in the Settlement Agreement, Defendants shall pay the cost
4 of Class Notice and the Settlement Administration Process.

5 10. **Participation in Settlement:** The Court approves the proposed Claim Form. Any
6 Class Member who wishes to participate in the Settlement shall complete a Claim Form in
7 accordance with the instructions contained therein and submit it to the Settlement Administrator
8 no later than _____, 2022, which will be specifically identified in the Claim Form.
9 Such deadline may be further extended without notice to the Class Members by written agreement
10 of the Parties.

11 The Settlement Administrator shall have the authority to accept or reject Claims in
12 accordance with the Settlement Agreement.

13 Any Class Member may enter an appearance in the Action, at his or her own expense,
14 individually or through counsel who is qualified to appear in the jurisdiction. All Class Members
15 who do not enter an appearance will be represented by Class Counsel.

16 11. **Ability of Settlement Class Members to Opt Out:** Any Settlement Class Member
17 may request to be excluded from the Class. A Settlement Class Member who wishes to opt out of
18 the Class must do so in accordance with Section VI.A of the Settlement Agreement.

19 12. **Right to Appear and Object:** Any Settlement Class Member who wishes to object
20 to the proposed Settlement must do so in accordance with Section VI.B of the Settlement
21 Agreement. Class Counsel and Defendants' Counsel shall have the right to respond to any
22 objection no later than 7 calendar days prior to the Final Approval Hearing, i.e.,
23 _____, 2022. The Party so responding shall file a copy of the response with
24 the Court, and shall serve a copy, by regular mail, hand, or overnight delivery, to the objecting
25 Class Member or to the individually hired attorney for the objecting Class Member, to Class
26 Counsel, and to Defendants' Counsel.

27 13. **Effect of Disapproval:** In the event that the Court does not enter a Final Approval
28 Order, the Parties, in accordance with the Settlement Agreement, shall negotiate in good faith to

1 resolve the deficiencies for purposes of obtaining approval by the Court. However, nothing in this
2 Paragraph, and nothing in the Settlement Agreement, shall be construed as requiring a party to
3 agree to alter his, her, or its rights and obligations as set forth in the Settlement Agreement. In the
4 event that the Settlement set forth in the Settlement Agreement is terminated, canceled, declared
5 void, or fails to become effective for any reason, then no payments shall be made or distributed to
6 anyone, and the Settlement Agreement shall be deemed null and void *ab initio*, the Settlement
7 Agreement shall be of no force and effect whatsoever, and the Parties will be returned to their prior
8 positions in the Action. In such case, the Settlement Agreement shall not be referred to or utilized
9 for any purpose whatsoever, and any negotiations, terms, and entry into the Settlement Agreement
10 shall be subject to the provisions of Federal Rule of Evidence 408 and any similar state law.

11 14. **Stay of Discovery and Other Litigation Activity:** All discovery and other
12 litigation activity in this Action is hereby stayed pending a decision on Final Approval of the
13 Settlement Agreement.

14 15. **Other Proceedings and Class Actions Enjoined:** Pending the Final Approval
15 Hearing and the issuance of the Final Approval Order in this Action, all members of the Settlement
16 Class and their legally authorized representatives are hereby preliminarily enjoined from filing,
17 commencing, prosecuting, maintaining, intervening in, participating in (as class members or
18 otherwise), or receiving any benefits from any other lawsuit, arbitration, or administrative,
19 regulatory, or other proceeding or order in any jurisdiction arising out of or relating to the facts
20 and circumstances at issue in the Action.

21 Additionally, pending the Final Approval Hearing and issuance of the Final Approval
22 Order in this Action, all members of the Settlement Class and their legally authorized
23 representatives are hereby preliminarily enjoined from filing, commencing, prosecuting, or
24 maintaining any other lawsuit as a class action (including by seeking to amend a pending complaint
25 to include class allegations, or by seeking class certification in a pending action in any jurisdiction),
26 on behalf of members of the Settlement Class, if such other class action is based on or relates to
27 the facts and circumstances at issue in the Action.

28

1 16. **Schedule:** The Court sets the following schedule for the Final Approval Hearing
2 and the actions that must precede it:

3 a. Plaintiffs shall file their motion for final approval of the Settlement by no
4 later than _____, 2022.

5 b. Plaintiffs shall file their petition for attorneys' fees and costs and for Class
6 Representative Service Awards by no later than _____, 2022.

7 c. Class Members must exclude themselves from the Settlement by no later
8 than _____, 2022.

9 d. Class Members must file any objections to the Settlement or the petition for
10 attorneys' fees and costs and for Class Representative Service Awards by no later than
11 _____, 2022.

12 e. No later than _____, 2022, the Settlement Administrator
13 shall file with the Court a declaration that: (i) includes a list of those persons who have opted out
14 from the Settlement; and (ii) describes the scope, methods, and results of the notice program.

15 f. Class Counsel and Defendants shall have the right to respond to any
16 objection no later than _____, 2022.

17 g. The Final Approval Hearing will take place on _____,
18 2022, at _____ in Department 7 before the Honorable Amy D. Hogue.

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20 **IT IS SO ORDERED.**

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22 Date: _____

Honorable Amy D. Hogue
California Superior Court Judge

EXHIBIT 7

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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

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

1 On _____, 2022, the Court heard the motion for final approval of the
2 class action settlement between Plaintiffs Stevie Hemphill and Linda Gomez and Defendants
3 Telecom Evolutions, LLC, and Quality Speaks LLC. The Court has (1) reviewed and considered
4 the terms and conditions of the proposed Settlement as set forth in the Settlement Agreement; (2)
5 reviewed and considered Class Counsel’s motion for final approval of the Settlement, final
6 certification of the Settlement Class, and final appointment of the Class Representatives and Class
7 Counsel; (3) reviewed and considered the petition of Class Counsel for an award of attorneys’ fees
8 and costs and an award of Class Representative Service Awards; (4) taken into account the
9 presentations and other proceedings at the Preliminary Approval hearing and the Final Approval
10 Hearing; and (5) considered the Settlement in the context of all prior proceedings had in the Action.

11 The Court enters the following FINDINGS:

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

16 B. The Settlement Agreement is fair, adequate, and reasonable in all respects and is
17 hereby approved without modification.

18 C. The Court adopts all defined terms set forth in the Settlement Agreement for
19 purposes of this Final Approval Order. Additionally, the Court supplements the foregoing defined
20 terms with all additional defined terms set forth herein.

21 D. The Parties adequately performed all obligations under the Agreement due as of the
22 date of this Final Approval Order.

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

27 F. Notice was provided to the Class Members in compliance with Section V of the
28 Settlement Agreement, due process, and California Rules of Court 3.766 and 3.769. The notice:

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.

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

11 H. In advance of the Final Approval Hearing, the Parties submitted to the Court: (i) a
12 list of the putative Class Members who have timely elected to opt out of the Settlement and the
13 Settlement Class and whom, as a result, the Settlement does not bind (the “Exclusion List”), (ii)
14 the provisions of the Settlement Agreement, and (iii) this Final Approval Order. All Class
15 Members (in accordance with the Court’s permanent certification set forth below) shall
16 permanently be subject to all provisions of the Settlement, the Settlement Agreement, and this
17 Final Approval Order, which the Clerk of the Court shall enter.

18 I. The Service Awards to Stevie Hemphill and Linda Gomez in the amounts set forth
19 below are fair and reasonable.

20 J. An award of attorneys’ fees and costs to Class Counsel in the amount set forth
21 below is fair and reasonable in light of the nature of the case, Class Counsel’s experience and
22 efforts in prosecuting this Action, and the benefits they obtained for the Class Members.

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

26 **Certification of Class and Approval of Settlement**

27 1. The Court approves the Settlement and the Settlement Agreement as fair, adequate,
28 and reasonable and in the best interests of the Settlement Class, and the Court holds that the

1 requirements of due process, the California Rules of Court, and the California Code of Civil
2 Procedure have been satisfied. The Court orders and directs the Parties to comply with the terms
3 and provisions of the Settlement Agreement.

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

- 8 • Who subscribed to “DSL Extreme” TrueStream Service offered by Telecom
9 Evolutions, Quality Speaks, or IKANO Communications in any of the following
10 packages (only): 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb;
- 11 • Who, at the time of service, were eligible for an “ADSL1” package in that they: 1)
12 lived in an area serviced by the “ADSL1” and 2) maintained a standard copper-
13 based phone line with AT&T concurrent with each month their TrueStream service
14 was purchased through Defendants;
- 15 • Who, at the time of service, resided within and had a phone line with one of the
16 following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628;
17 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951;
- 18 • Whose subscription began no earlier than March 1, 2015, and no later than July 14,
19 2017; and
- 20 • Who do not opt out.

21 In accordance with the foregoing class definition, the Court excludes from the Settlement
22 Class the putative Class Members that the Exclusion List identifies as having timely and properly
23 elected to opt out from the Settlement and the Settlement Class. The Class Members that the
24 Exclusion List identifies shall not be entitled to any of the benefits that the Settlement Agreement
25 affords to the other Class Members.

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

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

 4. For purposes of Settlement only, the Court certifies the Class Representatives as
representatives of the Settlement Class, and the Court appoints Class Counsel as counsel for the
Settlement Class. The Court concludes that the Class Representatives and Class Counsel have

1 fairly and adequately represented the Settlement Class with respect to the Settlement and the
2 Settlement Agreement.

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

8 **Release and Injunctions against Released Claims**

9 6. In accordance with the Settlement Agreement, 10 calendar days after the Effective
10 Date, and except as to such rights or claims as may be created by the Settlement Agreement,
11 Plaintiffs and each member of the Settlement Class who has not validly excluded himself or herself
12 from the Settlement shall be deemed to fully release and forever discharge the Released Parties
13 from any and all of the Released Claims. This Final Approval Order applies to all claims or causes
14 of action settled and released by the Settlement Agreement and binds all Class Members.

15 7. The Court permanently enjoins, effective 10 calendar days after the Effective Date,
16 the Class Members from filing, commencing, prosecuting, intervening in, participating in as class
17 members or otherwise, or receiving any benefits or other relief from, any other litigation in any
18 state, territorial, or federal court, or any arbitration or administrative, regulatory, or other
19 proceeding in any jurisdiction, that asserts claims based on, or in any way related to, the Released
20 Claims. In addition, the Court permanently enjoins, effective 10 calendar days after the Effective
21 Date, the Class Members from asserting as a defense, including as a set-off or for any other
22 purposes, any argument that if raised as an independent claim would be a Released Claim.

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

24 8. The attorneys at Reese LLP and Halunen Law who prosecuted this case are skilled
25 and experienced class action consumer protection lawyers. The Court grants Plaintiffs' and Class
26 Counsel's request for an award of attorneys' fees and costs in the amount of \$ _____,
27 to distributed in the amount of \$ _____ to Reese LLP and in the amount of
28 \$ _____ to Halunen Law. The attorneys' fees and costs award is justified by Class

1 Counsel's work conducting the litigation, negotiating the Settlement, the ultimate recovery, and
2 the risk that Class Counsel undertook in bringing the claims.

3 9. The Court finds reasonable the Service Awards for the Class Representatives in the
4 amount of \$ _____ each for named Plaintiffs Stevie Hemphill and Linda Gomez, in
5 recognition of the services they rendered on behalf of the Settlement Class, as well as the risks and
6 adverse consequences they potentially faced as a result. The Court awards the Service Awards to
7 the Class Representatives.

8 **Continuing Jurisdiction**

9 10. The Action is hereby concluded and Judgment is entered, provided, however, and
10 without affecting the finality of this Final Approval Order in any way, that pursuant to California
11 Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h), the Court will retain
12 jurisdiction over this Action and the Parties until final performance of the Agreement.

13
14 **IT IS SO ORDERED.**

15
16 Date: _____

17 Honorable Amy D. Hogue
California Superior Court Judge

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