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

19  
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**

**SUPPLEMENTAL BRIEF IN SUPPORT  
OF MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: May 18, 2022

Time: 10:00 a.m.

Judge: Honorable Amy D. Hogue

Place: Department 7

Action filed: December 12, 2018

1 **SUPPLEMENTAL BRIEF**

2 Pursuant to the Court’s Minute Order of March 7, 2022, Plaintiffs<sup>1</sup> respectfully submit the  
3 following supplemental brief in support of their Motion for Preliminary Approval of Class Action  
4 Settlement filed November 1, 2021.

5 As set out in the opening brief in support of preliminary approval, the Settlement is an  
6 excellent result for the proposed Class. The Settlement achieves Plaintiffs’ two central goals in  
7 this Action, in that under the Agreement: (i) Defendants will pay Class Members who submit  
8 timely, valid Claims between \$5 and \$13 per month, depending upon the TrueStream Package they  
9 purchased (768 kbps, 1.5 mb, 3.0 mb, or 6.0 mb), for each month they had active TrueStream  
10 internet service until the date of Preliminary Approval, as well as all costs for providing notice and  
11 administering the Settlement and claims process, any Court-approved attorneys’ fees and costs up  
12 to \$300,000, and Service Awards up to \$1,500 per Plaintiff, and (ii) Defendants have agreed to  
13 refrain from referring to TrueStream as “fiber optic” unless they can ensure that subscribers are  
14 connected via fiber optic cable between the central office and their home. As discussed in the  
15 opening brief and supplemented below, the Settlement is fair, adequate, and reasonable, and the  
16 Court should preliminarily approve it.

17 After careful review of the checklist that accompanied the Court’s Minute Order of March  
18 7, 2022, the Parties have revised the Settlement Agreement, the Claim Form, and the notices to  
19 comply with the checklist. As an initial matter, for ease of reference, below is a revised timeline  
20 of events that aligns with the Amended Settlement Agreement.

21

Event	Deadline
Deadline for Defendants to provide the Class List to the Settlement Administrator, § III.F <sup>2</sup>	10 business days after Preliminary Approval

22  
23

24 \_\_\_\_\_  
25 <sup>1</sup> Unless otherwise indicated, capitalized terms have the meanings ascribed to them in the Amended  
26 Settlement Agreement and Release (“Amended Settlement Agreement” or “Am. Stlmt Agmt”) filed herewith as Exhibit 1 to the Supplemental Declaration of George V. Granade in Support of  
27 Motion for Preliminary Approval of Class Action Settlement (“Supplemental Granade Declaration” or “Suppl. Granade Decl.”). A redlined version of the Amended Settlement  
28 Agreement showing the differences between the Amended Settlement Agreement/exhibits and the prior Agreement/exhibits is attached as Exhibit 2 to the Supplemental Granade Declaration.

<sup>2</sup> Unless otherwise specified, all section (§) references are to sections of the Amended Settlement Agreement.

Event	Deadline
Deadline for dissemination of Class Notice to commence, § V.B.3	20 business days after Preliminary Approval
Deadline for all Class Notice to be completed, § V.B.10	60 calendar days after Preliminary Approval
End of Claim Period, § III.B	180 calendar days from the date of first publication of Class Notice
Deadline for Class Counsel to file a motion seeking attorneys' fees and costs and Service Awards, § IV.C.1	14 days before the deadline to object
Deadline to opt out, § VI.A.2.b, or to object, § VI.B.3	30 calendar days before the Final Approval Hearing
Deadline for the Settlement Administrator to file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; (ii) describes the scope, methods, and results of the notice program; and (iii) calculates the number of valid, timely, and approved Claims; the number of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash payments to be made to the Class Members, § V.H; <i>accord</i> § IV.B.3.g	10 calendar days before the Final Approval Hearing
Deadline for Class Counsel or Defendants' Counsel to file a brief responding to any objection, § VI.B.8	7 calendar days before the Final Approval Hearing
Final Approval Hearing, § IX.B.1	<b>To be determined by the Court</b>
Deadline for Defendants to pay funds sufficient to cover all checks to Class Members into an account established by the Settlement Administrator, § IV.B.3.a	10 calendar days after the Effective Date
Deadline for Settlement Administrator to begin making payments to Class Members who submitted timely, valid, and approved Claims, § IV.B.3.c	30 calendar days after the Effective Date
Deadline for Settlement Administrator to complete sending payments to Class Members who submitted timely, valid, and approved Claims, § IV.B.3.d	90 calendar days after the Effective Date
The release becomes effective, § VII.A, and Defendants will pay to the Settlement Administrator any Class Counsel Fees and Class Representative Service Awards approved by the Court, § IV.C.2	270 calendar days after the Effective Date
Deadline for the Settlement Administrator to file with the Court a report stating the total amount that was actually paid to the Class Members, § IV.B.3.h	277 calendar days after the Effective Date

Below, Plaintiffs address each of the boxes that the Court checked in the checklist that accompanied the Minute Order.

28

1 **I.B. Page 1. Description of investigation and discovery.**

2 As discussed below, Class Counsel conducted extensive investigation and discovery in this  
3 case.

4 After being retained by former plaintiff Ronald Chinitz, Class Counsel sent a pre-suit letter  
5 to Defendants on October 25, 2017, pursuant to California’s Consumers Legal Remedies Act, CAL.  
6 CIV. CODE § 1750 *et seq.* (“CLRA”), which led to extensive pre-suit negotiations with Defendants  
7 regarding potential settlement of the case. Suppl. Granade Decl. ¶ 7. Over the course of the next  
8 year, the parties exchanged numerous phone calls, emails, and lengthy single-spaced letters  
9 discussing in depth the facts and the Parties’ legal positions related to both Mr. Chinitz’s individual  
10 claim and the class allegations, in an attempt to resolve the matter. *Id.* at ¶ 8.

11 Class Counsel’s pre-suit investigation included, but was not limited to:

- 12 • obtaining and reviewing Defendants’ marketing (including electronic marketing via  
13 Defendants’ website) of the TrueStream internet service, including the claim that  
TrueStream service was “fiber optic”;
- 14 • conducting research regarding the characteristics and delivery mechanisms of  
15 various types of internet service, including DSL service and fiber optic service;
- 16 • obtaining and reviewing relevant legal precedent regarding similar false and  
misleading representations;
- 17 • obtaining and reviewing relevant financial information regarding the TrueStream  
18 service, including pricing for various TrueStream packages and approximate sales  
figures;
- 19 • extensive legal research to evaluate the prospective merits and weaknesses of the  
20 case; and
- 21 • analysis of potential class-wide damages.

22 Suppl. Granade Decl. ¶ 9.

23 Pre-suit negotiations did not lead to settlement, and Mr. Chinitz filed this action on  
24 December 12, 2018. The Parties conducted substantial discovery during the litigation. Suppl.  
25 Granade Decl. ¶ 10. On April 26, 2019, Plaintiffs served their first requests for admission, requests  
26 for production of documents, form interrogatories, and special interrogatories on each Defendant.  
27 *Id.* at ¶ 11. In accordance with the Parties’ agreement to extend the response date for Plaintiffs’  
28 first discovery requests, Defendants served responses and produced documents on September 13,

1 2019. *Id.* at ¶ 12. On February 7, 2020, Plaintiffs served a second set of special interrogatories. *Id.*  
2 at ¶ 13. Defendants served responses to the second special interrogatories on March 13, 2020. *Id.*  
3 Defendants served supplemental responses to Plaintiffs’ first requests for production of documents  
4 and first special interrogatories on March 31, 2020, and produced additional documents. *Id.* at ¶  
5 14. On June 3, 2020, Plaintiffs served second sets of requests for admission and requests for  
6 production of documents, and Defendants served responses on July 7, 2020. *Id.* at ¶ 15. On July 7,  
7 2020, the parties held an informal discovery conference with the Court in which it was agreed that  
8 Defendant would provide supplemental responses by July 28, 2020, the parties would send  
9 *Belaire-West* notice to 400 randomly selected class members—for whom Defendant would  
10 provide contact information—and 100 of whom Defendant would produce technical data. *Id.* at ¶  
11 16. Plaintiffs served amended second requests for admission on July 15, 2020, and Defendants  
12 responded on August 20, 2020. *Id.* at ¶ 17. On July 28, 2020, Defendants served supplemental  
13 responses to Plaintiffs’ second set of special interrogatories. *Id.* at ¶ 18.

14       Among other things, Defendants’ discovery responses included the following:

- 15       • In response to requests for admission, Defendants admitted that in 2017 and 2018,  
16       former plaintiff Ronald Chinitz’s TrueStream internet service was connected to the  
17       central office exclusively via copper line.
- 17       • In response to requests for admission, Defendants admitted that a fiber optic  
18       connection is not the same thing as DSL or copper line.
- 18       • Defendants produced all documents in their custody and control concerning former  
19       plaintiff Ronald Chinitz.
- 20       • Defendants produced an Excel spreadsheet showing aggregate numbers of various  
21       TrueStream internet service packages purchased by DSL Extreme customers,  
22       organized by month and year, where the internet service was provided through third  
23       party AT&T.
- 23       • Defendants produced marketing materials concerning TrueStream internet service  
24       within their custody and control.
- 24       • Defendants produced a relevant insurance policy.
- 25       • In response to requests for production, Defendants stated that they did not have any  
26       documents responsive to requests for, among other things: documents concerning  
27       any observations, investigation, study, analysis, or research concerning the amount  
28       and/or location of fiber optic cable connecting TrueStream customers; documents  
27       concerning fiber optic cable connecting TrueStream customers; documents  
28       depicting or describing the telecommunications infrastructure in each region where  
28       Defendants provide service and the type of service Defendants provide in each

1 region; documents concerning any steps that Defendants took in an effort to connect  
2 TrueStream customers via fiber optic cable; consumer surveys, consumer research,  
3 or consumer knowledge or understanding of the term “fiber optic”; consumer  
4 surveys or consumer research concerning whether consumers would pay more to  
5 be connected via fiber optic cables; consumer surveys or consumer research  
concerning the value or importance consumers attribute to or associate with fiber  
6 optic connectivity; documents or communications concerning Defendants’ decision  
7 to use the term “fiber optic” in marketing materials; and document preservation or  
8 retention policies or procedures.

- 9 • In response to an interrogatory, Defendants stated that retail pricing for each  
10 TrueStream package is “determined by a gross margin over the wholesale pricing  
11 provided by AT&T to Defendant.”
- 12 • In response to an interrogatory, Defendants stated that AT&T is the only wholesale  
13 provider of services marketed under the TrueStream brand.

14 Suppl. Granade Decl. ¶ 19. On September 21, 2020, *Belair-West* notice was sent to 400 randomly  
15 selected putative class members. *Id.* at ¶ 20. However, because parties stayed the action pending  
16 settlement negotiations, the technical data on the 100 putative class members was never provided.  
17 *Id.* at ¶ 21.

18 **I.B. Page 1. Declaration from Halunen Law.**

19 Plaintiffs have attached a declaration from Halunen Law. Suppl. Granade Decl., Ex. 3.

20 **I.B. Page 2. Reasonableness of consideration.**

21 The Settlement is an excellent result for the Settlement Class. Because there is no cap on  
22 the amount that Settlement Class Members may recover (meaning that Defendants will be liable  
23 for any and all valid and timely Claim Forms submitted by Settlement Class Members), it is  
24 difficult to provide a definite value on the Settlement recovery.

25 Plaintiffs contend that under the California consumer protection statutes under which they  
26 have asserted their claims, the Class Members would be entitled to recover the premium price paid  
27 by the Class Members—that is, the difference between what they paid for TrueStream service and  
28 what they would have paid had it not been marketed as “fiber optic” and instead had been marketed  
as DSL (or copper line service). While Plaintiffs have not yet submitted an expert report containing  
a price premium analysis, evidence produced during discovery does provide a strong indication of  
the premium price. Specifically, Class Counsel’s investigation of the facts shows that during the  
Class Period, Defendants offered alternative DSL packages. Suppl. Granade Decl. ¶ 23. The price

1 difference between what a Class Member would have paid for Defendants' DSL packages and the  
2 TrueStream packages at issue serves as an excellent basis to determine/estimate the premium price.

3 The following table outlines the estimated premium price for TrueStream compared with  
4 the potential recovery, based on Class Counsel's review of the facts:

5

6 <b>Package</b>	<b>Cost per month DSL</b>	<b>Cost per month TrueStream</b>	<b>Estimated Price Premium</b>	<b>Settlement Recovery</b>
7 768 kbps	\$14.95	\$17.95	\$3	\$5
8 1.5 mbps	\$24.95	\$22.95	-\$2	\$8
9 3.0 mbps	\$24.95	\$27.95	\$3	\$13
6.0 mbps	\$44.95	\$32.95	-\$12	\$13

10 Suppl. Granade Decl. ¶ 24. As the above table makes clear, under the Settlement, for each package,  
11 Settlement Class Members are actually receiving in excess of what they may potentially recover  
12 if they were successful at trial.

13 While it is impossible to definitively state the total recovery, one way to estimate the total  
14 potential recovery for Settlement Class Members would be by using the sales information provided  
15 by Defendants in discovery. Class Counsel have reviewed the Excel spreadsheet that Defendants  
16 provided in discovery which shows Defendants' customers' TrueStream subscriptions of various  
17 types (including the services covered in the Settlement, i.e., 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb)  
18 aggregated on a monthly basis, where the internet service was provided through third party AT&T.  
19 The spreadsheet shows that during the period from March 1, 2015, to July 14, 2017, TrueStream  
20 subscribers purchased approximately 16,000 months<sup>3</sup> of subscriptions to the 768 kbps TrueStream  
21 package, 20,000 months of subscriptions to the 1.5 mb TrueStream package, 43,200 months of  
22 subscriptions to the 3.0 mb TrueStream package, and 71,400 months of subscriptions to the 6.0  
23 mb TrueStream package. Suppl. Granade Decl. ¶ 25. And under the Settlement, the monetary  
24 recoveries for Class Members who submit timely, valid Claims are \$5 per month in case of the  
25 768 kbps TrueStream service, \$8 per month in the case of the 1.5 mb TrueStream service, \$13 per  
26

27  
28 <sup>3</sup> Due to an inadvertent error, Plaintiffs' motion for preliminary approval refers to numbers of  
subscribers rather than numbers of months. See Mem. P. & A. Supp. Mot. Prelim. Approval 21.  
The numbers from the Excel spreadsheet are in fact numbers of *monthly subscriptions* purchased.

1 month in the case of the 3.0 mb TrueStream service, and \$13 per month in the case of the 6.0 mb  
2 TrueStream service, for each month they had active service until the Preliminary Approval date. §  
3 IV.B.1.b. Multiplying the number of months within the Class Period for each service level from  
4 the Excel sheet by the Settlement recovery amount for that service level and then adding the four  
5 numbers together shows the total available monetary recovery for the Class exceeds \$1.7 million  
6 (16,000 times \$5 (\$80,000) plus 20,000 times \$8 (\$160,000) plus 43,200 times \$13 (\$561,600)  
7 plus 71,400 times \$13 (\$928,200)).

8 While the numbers of monthly subscriptions from the Excel sheet cover some area codes  
9 that are not included in the Settlement Class, Class Counsel believe that \$1.7 million nevertheless  
10 is lower than the total amount potentially available under the Settlement because under the  
11 Settlement, Class Members may receive compensation for every month during which they  
12 continued to have TrueStream service in a covered package throughout the period from July 14,  
13 2017, until the date of Preliminary Approval. In other words, the Settlement recovery covers  
14 months that go well beyond July 2017, so long as the Class Member purchased at least one month  
15 during the Class Period. Because the \$1.7 million figure is based only on data from within the  
16 Class Period (i.e., between March 2015 and July 2017), the \$1.7 million figure leaves out money  
17 that Class Members may recover for months beyond July 2017 and therefore it in fact undervalues  
18 the full amount potentially available under the Settlement.

19 **I.C. Page 2. Class Representative declarations.**

20 Plaintiffs have attached declarations of proposed Class Representatives Stevie Hemphill  
21 and Linda Gomez as Exhibits 4 and 5, respectively, to the Supplemental Granade Declaration. The  
22 declarations provide evidence of the adequacy of the class representatives.

23 **I.D. Page 2. Explanation of why a Claim Form is necessary and estimate of anticipated**  
24 **claims rate.**

25 A Claim Form is necessary because only Settlement Class Members may receive benefits  
26 under the Settlement, and because Settlement Class Members may elect not to receive benefits  
27 under the Settlement. As discussed in more detail below, the Claim Form seeks information that  
28 will enable the Settlement Administrator to determine whether the person submitting the Claim

1 Form is a Class Member (or, alternatively, if the Settlement Administrator needs to seek more  
2 information). *See infra* pp. 10-12.

3 James Prutsman, a representative of the proposed Settlement Administrator, Kroll LLC,  
4 has provided a declaration attesting that Kroll anticipates the claims rate will be 13%. Mr.  
5 Prutsman's declaration is attached as Exhibit 6 to the Supplemental Granade Declaration.

6 **I.D. Page 2. Detailed explanation why a "claims made" settlement is appropriate in this case.**

7 A claims made settlement is appropriate in this case because the Settlement makes  
8 available to each individual Class Member the same relief that would be available to that Class  
9 Member in the case of a common fund. This is because there is no cap on the amount of money a  
10 Class Member may recover under the Settlement, so long as the Class Member establishes  
11 membership in the Settlement Class, which, as the discussion of the Claim Form below shows, is  
12 not onerous. *See infra* pp. 10-12. Thus, from the perspective of the individual Class Member, the  
13 amount of monetary compensation available under the Settlement is the same as it would have  
14 been in the case of a common fund (assuming the common fund were sufficiently large to cover  
15 all claims).

16 Furthermore, utilization of a claims process is important in this case, because the Claim  
17 Form will enable the Settlement Administrator to determine who is and who is not a Settlement  
18 Class Member. That is, the Claim Form enables the Settlement Administrator to obtain the  
19 potential Class Member's telephone number associated with their TrueStream service, as well as  
20 their address, and it requires the potential Class Member to show that they purchased at least one  
21 month of covered TrueStream service during the Class Period and to swear under oath that they  
22 (i) had a phone line with, one of the following area codes during every month of TrueStream  
23 service for which they are seeking Settlement benefits: 213; 310; 323; 408; 415; 424; 442; 510;  
24 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951,  
25 and (ii) maintained a standard copper-based phone line with AT&T during every month of service  
26 for which they are seeking Settlement benefits. Am. Stlmt Agmt, Ex. A. It is important to limit  
27 those who may make a successful claim for monetary Settlement benefits to persons who qualify  
28 as Class Members, as the Settlement only releases the claims of Class Members, and the deal the

1 Parties struck only allows for payments to Class Members. To this end, any individual not meeting  
2 the Class definition is not a Class Member and therefore is not bound by the release.

3 **I.D. Page 2. Actions Class Counsel will take to encourage claim submission.**

4 Class Counsel believes the Settlement Administrator’s plan provides robust notice to the  
5 Settlement Class and ensures Class Members will receive substantial monetary Settlement benefits  
6 which reasonably approximate the price premiums Class Members paid for “fiber optic”  
7 TrueStream service for each month they purchased TrueStream. While Class Counsel intend to  
8 rely on the Settlement Administrator’s highly professional plan to notify Class Members, they  
9 have made their contact information available through the Settlement Website to answer any  
10 additional questions Class Members may have. If the Court has suggestions or instructions for  
11 additional actions that Class Counsel should take to encourage claim submission, Class Counsel  
12 are open to any and all such suggestions or instructions.

13 **I.D. Page 2. Explanation of why the claims process is not so burdensome that relief would be**  
14 **inaccessible to class members.**

15 The claims process is not so burdensome that relief would be inaccessible to Class  
16 Members. The claims process requires potential Class Members to fill out and submit a simple  
17 Claim Form within the Claim Period, which will run for 180 calendar days from the date of first  
18 publication of the Class Notice. §§ III.B, IV.B.2.a. The Claim Form is potentially subject to audit  
19 and verification by the Settlement Administrator and Court review. *See* §§ IV.B.2.c-g.

20 The Claim Form requires potential Class Members, under penalty of perjury, to provide  
21 their name and contact information, establish their membership in the Settlement Class, and set  
22 out the TrueStream services and time periods for which they are seeking Settlement benefits. Am.  
23 Stlmt Agmt, Ex. A. To establish membership in the Settlement Class using the Claim Form,  
24 potential Class Members must provide the telephone number associated with their TrueStream  
25 service, they must show that they purchased at least one month of covered TrueStream service  
26 during the Class Period, and they must swear under oath that they (i) resided within, and had a  
27 phone line with, one of the following area codes during every month of TrueStream service for  
28 which they are seeking Settlement benefits: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619;

1 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951, and (ii)  
2 maintained a standard copper-based phone line with AT&T during every month of service for  
3 which they are seeking Settlement benefits. *Id.* Pursuant to the Amended Settlement Agreement,  
4 the Claim Form “advise[s] Class Members that while proof of maintenance of TrueStream services  
5 or an AT&T phone line is not required for a valid Claim Form, should good cause exist to doubt  
6 the validity of the information provided on the Claim Form, the Settlement Administrator may  
7 request verification or more information regarding maintenance of TrueStream services or an  
8 AT&T phone line for the purpose of preventing fraud.” § IV.B.2.e. To seek payment under the  
9 Settlement using the Claim Form, Class Members need only identify the TrueStream package(s)  
10 for which they seek compensation and the months during which they purchased the TrueStream  
11 service. Am. Stlmt Agmt, Ex. A.

12           The Claim Form will be readily available in multiple places, including an online Claim  
13 Form that Class Members will be able to submit electronically. § IV.B.2.f. Class Members will  
14 also be able to submit Claim Forms via U.S. mail. *Id.* Pursuant to the Amended Settlement  
15 Agreement, “[t]he Claim Form will be: (i) included on the Settlement Website to be designed and  
16 administered by the Settlement Administrator; (ii) made readily available from the Settlement  
17 Administrator, including to anyone requesting a Claim Form from the Settlement Administrator  
18 by mail, e-mail, or calling a toll-free number provided by the Settlement Administrator; and (iii)  
19 made readily available via a hyperlink that will be emailed to Class Members for whom Defendants  
20 has, and/or the Administrator finds, an email address.” § IV.B.2.b. Furthermore, Class Members  
21 who receive postcard notice will receive a copy of the Claim Form that they may return at no cost,  
22 as “[t]he reverse side of the postcard shall contain a Claim Form with return postage.” § V.B.5.

23           Finally, pursuant to the Amended Settlement Agreement:

24           Failure to provide all information requested on the Claim Form will not result in  
25 immediate denial or nonpayment of a claim. Instead, the Settlement Administrator  
26 will take adequate and customary steps to request that the Claimant cure the defect  
27 and to determine the Claimant’s eligibility for payment and the amount of payment  
28 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.

1 § IV.B.2.g.

2 **I.E. Page 3. Why notice in English only is sufficient.**

3 Attached as Exhibit 7 to the Supplemental Granada Declaration is a declaration of A. Louis  
4 Dorny, who is counsel for each of the Defendants, stating that upon his inquiry, he was informed  
5 by Defendants that they do not advertise Spanish language support and do not seek to hire bi-  
6 lingual reps, as they rarely get anyone who requests to speak in any language other than English.  
7 Suppl. Granada Decl., Ex. 7, at ¶¶ 3-4. Based on this information, the Parties believe notice in  
8 English is sufficient in this particular case.

9 **I.E. Page 3. Amendments.**

10 The Parties have agreed to delete, and have deleted, the language that the Court directed  
11 the Parties to delete from the Settlement Agreement related to amendments (“however, that, after  
12 the entry of Preliminary Approval . . .”). § X.M.

13 **II.A. Page 3. Initial date of release.**

14 The Parties have revised the initial date of the release from “the beginning of the world” to  
15 March 1, 2015, which is the first date of the Class Period. § VII.A.

16 **II.B. Page 3. Scope of release.**

17 The Parties have deleted the words “as to claims that could have been brought” from the  
18 part of the sentence in the release that previously stated “dismissed with prejudice as to claims that  
19 could have been brought.” § VII.A. The Parties believe that dismissal with prejudice of the  
20 Released Claims is appropriate, as the definition of Released Claims limits them to claims “arising  
21 out of or relating directly or indirectly in any manner whatsoever to the facts alleged or asserted in  
22 the Action.” *Id.*

23 **II.B. Page 4. Release effective date.**

24 The Parties have changed the point in time at which the release will be deemed effective  
25 as to the Class Members to be 270 calendar days after the Effective Date of the Settlement. §  
26 VII.A. This allows time for the Parties and the Court to comply with the requirements of California  
27 Code of Civil Procedure section 384, as discussed below. *See infra* pp. 19-20. As discussed further  
28

1 below, on the date that is 270 calendar days after the Effective Date, all Settlement funds will have  
2 been distributed to Class Members who submitted timely, valid, and approved Claims, and all  
3 Settlement checks will have either expired or been cashed/claimed. *See id.*

4 **II.C. Page 4. Further information as to the gross settlement amount and when the settlement**  
5 **will be funded.**

6 As discussed above, it is difficult to provide a definite value on the Settlement recovery  
7 due to the claims-made nature of the Settlement, but based on sales figures that Defendants  
8 provided in discovery, Plaintiffs estimate that substantially more than \$1.7 million is potentially  
9 available for Class Members to claim. *See supra* pp. 6-8.

10 Within 10 calendar days after the Effective Date, Defendants will pay to the Settlement  
11 Administrator funds sufficient to pay all timely, valid, and approved Claims. § IV.B.3.a.

12 For more information regarding the timing of the funding of the settlement, please see the  
13 section below concerning compliance with California Code of Civil Procedure section 384. *See*  
14 *infra* pp. 19-20.

15 **II.C. Page 4. Information about how attorney fees will be calculated.**

16 At least 14 days before the deadline for objections,<sup>4</sup> Class Counsel will file a motion  
17 seeking attorneys’ fees and costs and Class Representative Service Awards. § IV.C.1. The  
18 Settlement provides that the application for attorneys’ fees and costs shall be for a sum not to  
19 exceed \$300,000, subject to the Court’s approval, and Defendants have agreed not to oppose the  
20 application to the extent it is consistent with these limitations. *Id.* Additionally, the Parties have  
21 warranted that “Class Counsel’s attorneys’ fees . . . were negotiated only after the amount of  
22 monetary and non-monetary benefits to Class Members had been agreed upon.” *Id.* Class  
23 Counsel’s motion for attorneys’ fees and costs will address the reasonableness of Class Counsel’s  
24 requested fee and expense award in detail.

25 The lodestar method<sup>5</sup> is the primary method of calculating attorney’s fees in California,  
26

27 <sup>4</sup> The deadline to object is 30 calendar days before the Final Approval Hearing, § VI.B.3, and the  
date of the Final Approval Hearing will be set by the Court, § IX.B.1.

28 <sup>5</sup> “The lodestar method, or more accurately the lodestar-multiplier method, calculates the fee ‘by

1 and it is appropriate in this case, as the claims-made recovery here is not a conventional common  
2 fund. *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 26 (2000) (“The primacy of the  
3 lodestar method in California was established in 1977 in [*Serrano v. Priest*, 20 Cal. 3d 25  
4 (1977)].”); *see also Relente v. Viator, Inc.*, No. 12-cv-05868-JD, 2015 WL 3613713, at \*1 (N.D.  
5 Cal. June 9, 2015) (“[A] ‘common fund’ in the context of attorney’s fees refers to situations where  
6 class counsel takes a slice of the recovery he or she obtained for the class as a whole, not cases  
7 where, as here, recovery of attorney’s fees do not diminish the class members’ recovery.”). The  
8 lodestar method is also “particularly suited to this case because part of the relief the class obtained  
9 is an injunction, whose value will not be reflected in the monetary award that is going to the class.”  
10 *Relente*, 2015 WL 3613713, at \*2 (“[Defendant] claims that the injunction is of little value, as it  
11 simply requires [defendant] to implement changes that it was already planning on doing in any  
12 case. But the difficulty in accurately valuing the injunction is itself a reason to use the lodestar  
13 method, which does not require making factual determinations as to what [defendant] would have  
14 done absent the injunction and what the value of the injunctive relief is to [defendant’s]  
15 customers.”).

16 In *Lealao v. Beneficial California, Inc.*, the Court of Appeal addressed the relationship  
17 between the lodestar method and percentage fees in the context of a claims-made settlement. *See*  
18 *Lealao*, 82 Cal. App. 4th at 23 (“[R]espondent effectively agreed to pay \$14,784,000 *if every*  
19 *member of the class filed a valid claim.*” (emphasis added)). The trial court had “refused to award  
20 a percentage fee . . . , or even to incorporate a percentage-of-the-benefit approach into its lodestar  
21 calculation, apparently because it concluded that, as a matter of law, this approach could only be  
22 employed in cases in which a separate fund was created for the benefit of the class, and that no  
23 such fund resulted from the settlement of [the *Lealao*] case.” *Id.* at 28. The Court of Appeal agreed  
24 in part, holding that “refusal of the trial court to award class counsel a fee calculated *purely* as a

25  
26 \_\_\_\_\_  
27 multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate.”  
28 *Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 489 (2016). “Once the court has fixed the  
lodestar, it may increase or decrease that amount by applying a positive or negative ‘multiplier’ to  
take into account a variety of other factors, including the quality of the representation, the novelty  
and complexity of the issues, the results obtained, and the contingent risk presented.” *Id.*

1 percentage of the class recovery was not an abuse of discretion.” *Id.* at 39; *see also id.* at 37  
2 (“Respondent’s contention that *pure* percentage fees have been rejected by the California Supreme  
3 Court, at least in cases such as this in which there is not a conventional common fund, and that the  
4 Court’s view is binding, is persuasive.”). But the Court of Appeal went on to hold that the trial  
5 court’s lodestar fee could properly be enhanced through a multiplier based on a percentage of the  
6 benefit obtained, *id.* at 39-50, employing “the common federal practice of ‘cross-checking’ the  
7 lodestar against the value of the class recovery,” *id.* at 45; *see also Laffitte*, 1 Cal. 5th at 502  
8 (discussing *Lealao*); *Graciano v. Robinson Ford Sales, Inc.*, 144 Cal. App. 4th 140, 164 (2006)  
9 (“Finally, because this matter involves an individual plaintiff suing under consumer protection  
10 statutes involving mandatory fee-shifting provisions, the legislative policies are in favor of  
11 [plaintiff’s] recovery of all attorney fees reasonably expended, *without limiting the fees to a*  
12 *proportion of her actual recovery.*” (emphasis added)).

13         Here, Class Counsel intend to seek fees based upon the lodestar-multiplier method. As  
14 Class Counsel will show in detail in their motion for attorneys’ fees and costs, their lodestar in this  
15 case greatly exceeds the requested \$300,000, meaning the requested multiplier is significantly less  
16 than 1, Suppl. Grande Decl. ¶ 30, and thus their fee request is well within the range that California  
17 courts have approved in complex class actions. This is especially so in light of the important  
18 injunctive relief that Plaintiffs have achieved. *Relente*, 2015 WL 3613713, at \*3 (“[A]s a general  
19 matter, injunctive relief in a consumer case alleging misleading advertising is almost always likely  
20 to be an important remedy. That importance cannot be readily quantified, and the difficulty of  
21 valuing the injunction overall makes it all but impossible for the Court to use the percentage-of-  
22 recovery method as a cross-check against the lodestar.”).

23 **II.C. Page 5. Timing of Class Counsel’s receipt of fees.**

24         Under the Amended Settlement Agreement, Class Counsel will not be paid until 270  
25 calendar days after the Effective Date of the Settlement, § IV.C.2, which is the same date as the  
26 date on which the release will become effective as to the Class Members, § VII.A. This allows  
27 time for the Parties and the Court to comply with the requirements of California Code of Civil  
28 Procedure section 384, as discussed below. *See infra* pp. 19-20. Moreover, as detailed below, by

1 270 days after the Effective Date of the Settlement, all Class Members who made timely, valid,  
2 and approved Claims will have received their Settlement checks and the checks with have either  
3 expired or been cashed/claimed. *See id.*

4 **II.C. Page 5. Nature and valuation of injunctive relief.**

5 The Settlement includes the following provisions regarding nonmonetary relief: “Starting  
6 June 2017, Defendants stopped offering the old DSL network.” § IV.A.1. “Starting in September  
7 2020, Defendants stopped referring to TrueStream as ‘fiber optic.’” § IV.A.2. Finally, and most  
8 importantly, “Defendants agree to refrain from referring to TrueStream as ‘fiber optic’, unless they  
9 can ensure that TrueStream customers are connected via fiber optic cable between the central office  
10 and their home.” § IV.A.3.

11 Consequently, from Plaintiffs’ point of view, TrueStream is no longer deceptively  
12 advertised, and, at least in theory, it can no longer garner the price premium attributed to the  
13 misleading “fiber optic” representations. Although it is difficult to value the injunctive relief  
14 precisely, a reasoned estimate can be derived by looking at the economics of the matter. At least  
15 in theory, from the time Defendants stopped referring to TrueStream as “fiber optic” in September  
16 2020, the market price of TrueStream should have decreased to reflect a new price that did not  
17 include the price premium. At least in theory, consumers will benefit from the difference in the  
18 price they would have paid with the price premium versus the adjusted lower price they will pay  
19 going forward. Alternatively, at least in theory, the demand for TrueStream should have decreased  
20 on account of the service no longer being advertised as “fiber optic.” Here as well, consumers  
21 benefit because, at least in theory, there are consumers who would have been willing to pay for  
22 “fiber optic” internet but are not willing to purchase internet not advertised as “fiber optic” (at least  
23 for the price), and therefore they refrain from purchasing Defendants’ services.

24 Thus, assuming sales figures remain consistent with historical sales figures, a reasonable  
25 estimate of the value of injunctive relief could be calculated by multiplying the estimated number  
26 of units that will be sold by the estimated priced premium consumers will save per unit for a total  
27 value that adds substantial value to the injunction.

28

1 **II.D. Page 5. In the notice, emphasize that class members must submit a claim form to receive**  
2 **payment such as by the use of bolding or capitalization.**

3 The Parties have agreed to amend the Long-Form Notice and the Short Form Notice  
4 (including both the email notice and the postcard notice) to emphasize that Class Members must  
5 submit a Claim Form to receive payment, including through the use of both bolding and  
6 capitalization. *See* Am. Stlmt Agmt, Exs. B-C.

7 **II.D. Page 5. In the notice, provide the release language in the settlement agreement**  
8 **verbatim.**

9 The Parties have amended the Long-Form Notice to include the entirety of the release  
10 language from the Amended Settlement Agreement. Am. Stlmt Agmt, Ex. B. The Parties believe  
11 the postcard notice and email notice are too short to include the full text of the release; however,  
12 both of the Short Form Notices include links to the Settlement Website, where the Class Members  
13 may find a copy of the Long-Form Notice as well as a copy of the Amended Settlement Agreement.

14 **II.D. Page 5. Procedures related to social distancing and use of face masks.**

15 The Parties have amended the Long-Form Notice and the Short Form Notice (including  
16 both the postcard notice and the email notice) to reflect the Court’s current policy regarding use of  
17 face masks and social distancing.

18 **II.D. Page 6. Confirm the settlement agreement and notice are consistent.**

19 The Parties have reviewed the Amended Settlement Agreement and the amended Notices  
20 and confirmed they are consistent.

21 **II.E. Page 6. Will class members who receive re-mailed notices by given an extension?**

22 Class Members who receive re-mailed Notices will not be given an extension. The Parties  
23 believe an extension is not necessary because the Claim Period will last for 148 calendar days after  
24 the deadline for the Settlement Administrator to have completed sending out all Class Notice,  
25 assuming the Settlement Administrator first publishes Class Notice on the deadline to commence  
26 Class Notice.<sup>6</sup> Thus, any Class Members who receive re-mailed Notices will have ample time

27 \_\_\_\_\_  
28 <sup>6</sup> Specifically, the Claim Period ends 180 calendar days from the date of first publication of Class

1 (approximately 148 calendar days) to respond to the re-mailed Notices.

2           Additionally, because the deadline to opt out or to object is 30 calendar days before the  
3 date that the Court will set for the Final Approval Hearing, §§ VI.A.2.b, VI.B.3, Plaintiffs ask the  
4 Court to set a date for the Final Approval Hearing that is sufficiently after the deadline for Class  
5 Notice to be completed to allow ample time for any Class Members who received re-mailed notices  
6 to opt out or object, should they so desire.

7 **II.E. Page 6. Objection procedure.**

8           The Parties have agreed to change the objection procedure to be the same as the opt-out  
9 procedure and have amended the Settlement Agreement accordingly. *See* §§ VI.B.1–9. Under the  
10 revised Agreement, objectors only need to mail their objections to the Settlement Administrator  
11 and do not need to file them with the Court. *Id.* The revised Agreement provides that the Settlement  
12 Administrator will forward copies of any written objections to Class Counsel and Defendants’  
13 Counsel no later than 21 calendar days before the Final Approval Hearing. § VI.B.4.

14           Furthermore, the revised Agreement removes most of the requirements for written  
15 objections and clarifies that there are no requirements imposed on objectors who show up at the  
16 Final Approval Hearing and ask to be heard regarding their objections; the Agreement does retain  
17 the requirement that written objections should submit documentation sufficient to establish the  
18 basis for the objector’s standing as a Class Member. § VI.B.7.

19 **II.E. Page 6. Attendance at the Final Approval Hearing.**

20           The Parties have deleted all language indicating that objectors may only be heard at the  
21 Final Approval Hearing if they have complied with all objection procedures and added language  
22 making clear that Class Members may appear at the Final Approval Hearing and object regardless  
23

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24 Notice. § III.B. The deadline for Class Notice to commence is 20 business days after Preliminary  
25 Approval, § V.B.3, which is equivalent to 28 calendar days after Preliminary Approval. If the  
26 Settlement Administrator first publishes Class Notice on the deadline to commence Class Notice,  
27 then the Claim Period will end 208 calendar days after Preliminary Approval (28 calendar days  
28 after Preliminary Approval. § V.B.10. Therefore, if the Settlement Administrator first publishes  
Class Notice on the deadline to commence Class Notice, then the Claim Period will run for an  
additional 148 calendar days after the deadline for all Class Notice (including re-mailed notices)  
to be completed (208 calendar days minus 60 calendar days).

1 of whether they have complied with the objection procedures. *See* §§ VI.B.1–9. The Parties have  
2 modified all Notices accordingly. Am. Stlmt Agmt, Exs. B-C.

3 **II.F. Page 6. Compliance with California Code of Civil Procedure section 384.**

4 Under the California Code of Civil Procedure section 384:

5 [B]efore the entry of a judgment in a class action established pursuant to Section  
6 382 that provides for the payment of money to members of the class, the court shall  
7 determine the total amount that will be payable to all class members if all class  
8 members are paid the amount to which they are entitled pursuant to the judgment.  
9 The court shall also set a date when the parties shall report to the court the total  
10 amount that was actually paid to the class members. After the report is received,  
11 the court shall amend the judgment to direct the defendant to pay the sum of the  
unpaid residue or unclaimed or abandoned class member funds, plus any interest  
that has accrued thereon, to nonprofit organizations or foundations to support  
projects that will benefit the class or similarly situated persons, or that promote the  
law consistent with the objectives and purposes of the underlying cause of action,  
to child advocacy programs, or to nonprofit organizations providing civil legal  
services to the indigent.

12 CAL. CIV. PROC. CODE § 384(b). The Amended Settlement Agreement expressly takes account of  
13 section 384(b).

14 *First*, to enable the Court to “determine the total amount that will be payable to all class  
15 members if all class members are paid the amount to which they are entitled,” § 384(b), the  
16 Amended Settlement Agreement provides that:

17 [N]o later than ten (10) calendar days before the Final Approval Hearing, the  
18 Settlement Administrator will file a report with the Court stating the number of  
19 valid, timely, and approved Claims; the number of Class Members selecting each  
Package; the total dollar value in Claims for each Package; and the total dollar value  
of the cash payments to be made to the Class Members.

20 § IV.B.3.g. The total monetary amount disclosed in this report will be the amount that Defendants  
21 will pay to the Settlement Administrator within 10 calendar days after the Effective Date to fund  
22 the Settlement. § IV.B.3.a.

23 *Second*, to comply with the requirement that “[t]he court shall also set a date when the  
24 parties shall report to the court the total amount that was actually paid to the class members,” CAL.  
25 CIV. PROC. CODE § 384(b), the Amended Settlement Agreement provides that:

26 [T]he Settlement Administrator [is required] to file with the Court a report stating  
27 the total amount that was actually paid to the Class Members by no later than two  
hundred seventy-seven (277) calendar days after the Effective Date.

28 § IV.B.3.g. The Parties selected 277 calendar days after the Effective Date as the deadline for this

1 report to give the Settlement Administrator one week after all checks have either expired or been  
2 cashed/claimed to ascertain the amount that was actually paid to the Class Members and the  
3 amount that was left unclaimed.

4 Specifically, no later than 30 calendar days after the Effective Date, the Settlement  
5 Administrator will “begin making payments to Class Members who submit timely, valid, and  
6 approved Claims via first-class mail or electronic transfer,” § IV.B.3.c, and no later than 90  
7 calendar days after the Effective Date, the Settlement Administrator shall have completed making  
8 all such payments, § IV.B.3.d. Class Members shall have 180 days from the date on which their  
9 checks are mailed to negotiate their checks, and checks not negotiated within this 180-day period  
10 will expire on the first day after the period ends. § IV.B.3.e; *see also* § IV.B.3.f.ii (any replacement  
11 checks sent to Class Members will expire on the same date as the original check would have  
12 expired). Thus, by 270 days after the Effective Date, all checks will have either expired or been  
13 cashed/claimed.

14 ***Finally***, in accordance with section 384(b), the Settlement Agreement provides:

15 [A]fter the Court receives said report, the Court shall amend the judgment to direct  
16 that the sum of the unpaid residue or unclaimed or abandoned Class Member funds,  
17 plus any interest that has accrued thereon, be paid to the National Consumer Law  
18 Center as a *cy pres* recipient . . . .

19 § IV.B.3.g.<sup>7</sup>

20 **II.F. Page 6. Declarations disclosing interest or involvement by counsel and parties in the  
21 governance or work of the *cy pres* recipient.**

22 Plaintiffs have filed with this Supplemental Brief individual declarations of each of the  
23 Parties and of each of their attorneys confirming that no Party or attorney has any interest or  
24 involvement in the governance or work of the *cy pres* recipient. Suppl. Granade Decl., Exs. 8-18.

25 <sup>7</sup> The Parties have also deleted from the Agreement the term “Tally” (also called “Final Tally”)  
26 (formerly set forth in § III.BB of the Agreement), as well as the only other provision related thereto  
27 (formerly set forth in § V.F), because the “Tally” was a calculation and report the Settlement  
28 Administrator would have provided to the Parties, which would have included the value, number,  
and type of timely, valid, and approved Claims. As discussed above, the Amended Settlement  
Agreement already requires the Settlement Administrator to provide a full report regarding the  
value, number, and type of valid, timely, and approved Claims made. § IV.B.3.g. Thus, the former  
provisions regarding the Final Tally were unnecessary.

1 **III. Page 7. Text searchable copy of any amended agreements.**

2 The accompanying clean and redline versions of the Amended Settlement Agreement are  
3 both text searchable.

4 **Conclusion.**

5 For the reasons above and in the opening brief in support of preliminary approval, Plaintiffs  
6 respectfully request that the Court preliminarily approve the Settlement, preliminarily certify the  
7 Settlement Class, enter the Preliminary Approval Order, appoint Plaintiffs as Class  
8 Representatives, appoint Reese LLP and Halunen Law as Class Counsel, direct that Notice be  
9 distributed to the Settlement Class, and schedule the Final Approval Hearing.

10 Date: May 3, 2022

Respectfully submitted,

11 By: /s/ George V. Granade

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

20 RONALD CHINITZ, STEVIE HEMPHILL,  
*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**

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

Date: May 18, 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' Supplemental Brief in  
11 Support of Motion for Preliminary Approval of Class Action Settlement (filed concurrently  
12 herewith).

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

16 5. Attached hereto as **Exhibit 1** is a true and correct copy of the Amended Settlement  
17 Agreement and Release, including Exhibits A through D thereto.

18 6. Attached hereto as **Exhibit 2** is a true and correct copy of the Amended Settlement  
19 Agreement and Release (including Exhibits A through D thereto) that shows the differences  
20 between the Amended Settlement Agreement and the prior Settlement Agreement in redline.  
21 Exhibit 2 includes redline versions of Exhibits A through C that show the differences between  
22 these Exhibits and Exhibits A through C to the prior Settlement Agreement. Exhibit D (the  
23 declaration of the Settlement Administrator) has not been changed from the prior Settlement  
24 Agreement.

25 7. After being retained by former plaintiff Ronald Chinitz, Class Counsel sent a pre-  
26 suit letter to Defendants on October 25, 2017, pursuant to California's Consumers Legal Remedies  
27 Act, CAL. CIV. CODE § 1750 *et seq.* ("CLRA"), which led to extensive pre-suit negotiations with  
28

1 Defendants<sup>1</sup> regarding potential settlement of the case.

2 8. Over the course of the next year, the parties exchanged numerous phone calls,  
3 emails, and lengthy single-spaced letters discussing in depth the facts and the Parties' legal  
4 positions related to both Mr. Chinitz's individual claim and the class allegations, in an attempt to  
5 resolve the matter.

6 9. Class Counsel's pre-suit investigation included, but was not limited to:

- 7 • obtaining and reviewing Defendants' marketing (including electronic  
8 marketing via Defendants' website) of the TrueStream internet service,  
including the claim that TrueStream service was "fiber optic";
- 9 • conducting research regarding the characteristics and delivery mechanisms  
10 of various types of internet service, including DSL service and fiber optic  
service;
- 11 • obtaining and reviewing relevant legal precedent regarding similar false and  
12 misleading representations;
- 13 • obtaining and reviewing relevant financial information regarding the  
14 TrueStream service, including pricing for various TrueStream packages and  
approximate sales figures;
- 15 • extensive legal research to evaluate the prospective merits and weaknesses  
of the case; and
- 16 • analysis of potential class-wide damages.

17 10. The Parties conducted substantial discovery during the litigation.

18 11. On April 26, 2019, Plaintiffs served their first requests for admission, requests for  
19 production of documents, form interrogatories, and special interrogatories on each Defendant.

20 12. In accordance with the Parties' agreement to extend the response date for Plaintiffs'  
21 first discovery requests, Defendants served responses and produced documents on September 13,  
22 2019.

23 13. On February 7, 2020, Plaintiffs served a second set of special interrogatories.  
24 Defendants served responses to the second special interrogatories on March 13, 2020.

25 14. Defendants served supplemental responses to Plaintiffs' first requests for  
26 production of documents and first special interrogatories on March 31, 2020, and produced  
27

28 <sup>1</sup> Unless otherwise indicated, capitalized terms have the meanings ascribed to them in the Amended  
Settlement Agreement and Release attached hereto as Exhibit 1.

1 additional documents.

2 15. On June 3, 2020, Plaintiffs served second sets of requests for admission and  
3 requests for production of documents, and Defendants served responses on July 7, 2020.

4 16. On July 7, 2020, the parties held an informal discovery conference with the Court  
5 in which it was agreed that Defendant would provide supplemental responses by July 28, 2020,  
6 the parties would send *Belaire-West* notice to 400 randomly selected class members—for whom  
7 Defendant would provide contact information—and 100 of whom Defendant would produce  
8 technical data.

9 17. Plaintiffs served amended second requests for admission on July 15, 2020, and  
10 Defendants responded on August 20, 2020.

11 18. On July 28, 2020, Defendants served supplemental responses to Plaintiffs' second  
12 set of special interrogatories.

13 19. Among other things, Defendants' discovery responses included the following:

- 14 • In response to requests for admission, Defendants admitted that in 2017 and  
15 2018, former plaintiff Ronald Chinitz's TrueStream internet service was  
connected to the central office exclusively via copper line.
- 16 • In response to requests for admission, Defendants admitted that a fiber optic  
17 connection is not the same thing as DSL or copper line.
- 18 • Defendants produced all documents in their custody and control concerning  
former plaintiff Ronald Chinitz.
- 19 • Defendants produced an Excel spreadsheet showing aggregate numbers of  
20 various TrueStream internet service packages purchased by DSL Extreme  
customers, organized by month and year, where the internet service was  
21 provided through third party AT&T.
- 22 • Defendants produced marketing materials concerning TrueStream internet  
service within their custody and control.
- 23 • Defendants produced a relevant insurance policy.
- 24 • In response to requests for production, Defendants stated that they did not  
25 have any documents responsive to requests for, among other things:  
documents concerning any observations, investigation, study, analysis, or  
26 research concerning the amount and/or location of fiber optic cable  
connecting TrueStream customers; documents concerning fiber optic cable  
27 connecting TrueStream customers; documents depicting or describing the  
telecommunications infrastructure in each region where Defendants provide  
28 service and the type of service Defendants provide in each region;  
documents concerning any steps that Defendants took in an effort to connect

1 TrueStream customers via fiber optic cable; consumer surveys, consumer  
2 research, or consumer knowledge or understanding of the term “fiber  
3 optic”; consumer surveys or consumer research concerning whether  
4 consumers would pay more to be connected via fiber optic cables; consumer  
5 surveys or consumer research concerning the value or importance  
6 consumers attribute to or associate with fiber optic connectivity; documents  
7 or communications concerning Defendants’ decision to use the term “fiber  
8 optic” in marketing materials; and document preservation or retention  
9 policies or procedures.

- 6 • In response to an interrogatory, Defendants stated that retail pricing for each  
7 TrueStream package is “determined by a gross margin over the wholesale  
8 pricing provided by AT&T to Defendant.”
- 9 • In response to an interrogatory, Defendants stated that AT&T is the only  
10 wholesale provider of services marketed under the TrueStream brand.

11 20. On September 21, 2020, *Belaire-West* notice was sent to 400 randomly selected  
12 putative class members.

13 21. However, because parties stayed the action pending settlement negotiations, the  
14 technical data on the 100 putative class members was never provided.

15 22. Attached hereto as **Exhibit 3** is a true and correct copy of a declaration from  
16 Halunen Law.

17 23. Class Counsel’s investigation of the facts shows that during the Class Period,  
18 Defendants offered alternative DSL packages.

19 24. The following table outlines the estimated premium price for TrueStream compared  
20 with the potential Settlement recovery, based on Class Counsel’s review of the facts:

21 <b>Package</b>	22 <b>Cost per month DSL</b>	23 <b>Cost per month TrueStream</b>	24 <b>Estimated Price Premium</b>	25 <b>Settlement Recovery</b>
26 768 kbps	\$14.95	\$17.95	\$3	\$5
27 1.5 mbps	\$24.95	\$22.95	-\$2	\$8
28 3.0 mbps	\$24.95	\$27.95	\$3	\$13
768 kbps	\$44.95	\$32.95	-\$12	\$13

29 25. Class Counsel have reviewed the Excel spreadsheet that Defendants provided in  
30 discovery which shows Defendants’ customers’ TrueStream subscriptions of various types  
31 (including the services covered in the Settlement, i.e., 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb)  
32 aggregated on a monthly basis, where the internet service was provided through third party AT&T.  
33 The spreadsheet shows that during the period from March 1, 2015, to July 14, 2017, TrueStream

1 subscribers purchased approximately 16,000 months of subscriptions to the 768 kbps TrueStream  
2 package, 20,000 months of subscriptions to the 1.5 mb TrueStream package, 43,200 months of  
3 subscriptions to the 3.0 mb TrueStream package, and 71,400 months of subscriptions to the 6.0  
4 mb TrueStream package.

5 26. Attached hereto as **Exhibit 4** is a true and correct copy of the Declaration of Stevie  
6 Hemphill re: Adequacy as a Class Representative.

7 27. Attached hereto as **Exhibit 5** is a true and correct copy of the Declaration of Linda  
8 Gomez re: Adequacy as a Class Representative.

9 28. Attached hereto as **Exhibit 6** is a true and correct copy of the supplemental  
10 Declaration of James Prutsman.

11 29. Attached hereto as **Exhibit 7** is a true and correct copy of the Declaration of A.  
12 Louis Dorny re: Use of Spanish Language in Class Notice.

13 30. As Class Counsel will show in detail in their motion for attorneys' fees and costs,  
14 their lodestar in this case greatly exceeds the requested \$300,000, meaning the requested multiplier  
15 is significantly less than 1.

16 31. Attached hereto as **Exhibit 8** is a true and correct copy of the Declaration of Stevie  
17 Hemphill re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE § 384].

18 32. Attached hereto as **Exhibit 9** is a true and correct copy of the Declaration of Linda  
19 Gomez re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE § 384].

20 33. Attached hereto as **Exhibit 10** is a true and correct copy of the Declaration of  
21 George V. Granade re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE § 384].

22 34. Attached hereto as **Exhibit 11** is a true and correct copy of the Declaration of  
23 Michael R. Reese re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE § 384].

24 35. Attached hereto as **Exhibit 12** is a true and correct copy of the Declaration of  
25 Charles D. Moore re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE § 384].

26 36. Attached hereto as **Exhibit 13** is a true and correct copy of the Declaration of  
27 Clayton D. Halunen re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE § 384].

28 37. Attached hereto as **Exhibit 14** is a true and correct copy of the Declaration of

1 Telecom Evolutions, LLC re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE  
2 § 384].

3 38. Attached hereto as **Exhibit 15** is a true and correct copy of the Declaration of  
4 Quality Speaks, LLC re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE §  
5 384].

6 39. Attached hereto as **Exhibit 16** is a true and correct copy of the Declaration of  
7 Fletcher C. Alford re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE § 384].

8 40. Attached hereto as **Exhibit 17** is a true and correct copy of the Declaration of A.  
9 Louis Dorny re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE § 384].

10 41. Attached hereto as **Exhibit 18** is a true and correct copy of the Declaration of  
11 Patrick J. Mulkern re: Lack of Interest in Non-Profit Organization [CAL. CIV. PROC. CODE § 384].

12

13 I declare under penalty of perjury under the laws of the United States of America that the  
14 foregoing is true and correct. Executed on May 3, 2022, at Williamson, Georgia.

15

By: /s/ George V. Granade  
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

## **AMENDED SETTLEMENT AGREEMENT AND RELEASE**

### **I. INTRODUCTION**

**A.** This **Settlement Agreement and Release** (“Agreement”) is made and entered into as of May 2, 2022, by and between **STEVIE HEMPHILL** and **LINDA GOMEZ** (hereinafter referred to as “Plaintiffs” or “Class Representatives”), on behalf of themselves and on behalf of the Certified Class they represent, and **TELECOM EVOLUTIONS, LLC** and **QUALITY SPEAKS, LLC** (“Defendants”). All capitalized terms are defined herein.

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

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

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

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

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

## **II. RECITALS**

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

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

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

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

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

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

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

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

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

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

### **III. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Angeles.

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

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

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

**P. “Effective Date”** means the later of:

1. First calendar day after the Final Approval of this Agreement becomes final and unappealable; or

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

**Q. “Final Approval”** means the Court’s order granting final approval of this Settlement, 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](http://www.fiberopticsettlement.com) that will include information about the Action and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Long Form Notice, Short Form Notice, and Claim Form.

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

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

#### **IV. RELIEF AND BENEFITS**

##### **A. Nonmonetary Relief.**

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

central office and their home.

**B. Distribution of Settlement.**

1. Monetary Benefits to Class Members.

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

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

- i. For those Class Members who ordered the TrueStream 768 package, this amounts to \$5.00 per month.
- ii. For those Class Members who ordered the TrueStream 1.5 package, this amounts to \$8.00 per month.
- iii. For those Class Members who ordered the TrueStream 3.0 package, this amounts to \$13.00 per month.
- iv. For those Class Members who ordered the TrueStream 6.0 package, this amounts to \$13.00 per month.

2. Eligibility to Obtain Payment

a. To be eligible for either a cash payment, a Class Member must

submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

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

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

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

determine a Claim Form's validity. Where a good faith basis exists, the Settlement Administrator may reject a Class Member's Claim Form for, among other reasons, the following:

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

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

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

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

limited to, attempting to follow up with the Claimant to gather additional information if necessary. If the Claim Form defect cannot be cured, the Claim Form will be rejected.

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

3. *Distribution to Class Members.*

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

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

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

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

e. Class Members shall have one hundred and eighty (180) days from

the date on which checks are mailed to negotiate their checks. Checks not negotiated within this one hundred and eighty (180) day period will expire on the first day after the period ends.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Defendants recommend Kroll LLC to be the Settlement Administrator for this Agreement,

without objection from Class Counsel. A copy of Kroll LLC's CV is attached as Exhibit D. Defendants reserve the right to select a different Settlement Administrator if necessary, and prior to filing a Motion for Preliminary Approval, subject to Class Counsel's approval, which shall not be unreasonably withheld. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

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

**B. Class Notice.**

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

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

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

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

5. For all Class Members for whom the email notice was returned

undeliverable or for whom an email address was not available on the Class List, they will receive mailed notice via a postcard. The reverse side of the postcard shall contain a Claim Form with return postage.

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

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

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

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

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

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

limited to:

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

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

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

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

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

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

**D. Claims Process Duties.** The Settlement Administrator shall be responsible for

implementing the terms of the Claim Process and related administrative activities, including communications with Class Members concerning the Settlement, Claim Process, and the options they have. Claims Process duties include, but are not limited to:

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

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

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

allowed, including determining whether a Claim by any Settlement Class Member is timely, complete, and valid;

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

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

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

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

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

**G. Claims Payment Duties.** The Settlement Administrator shall be responsible for sending cash payments to all eligible Class Members with valid, timely, and approved Claims

pursuant to the terms and conditions of this Agreement. Claim Payment duties include, but are not limited to:

1. sending cash payments to Settlement Claim Members who submitted timely, valid, and approved Claim Forms; and

2. once cash payment distributions have commenced to the Class Members pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Defendants' Counsel that includes, but is not limited to, the number of cash awards paid and their value.

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

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

**J. Right to Request Claims Information.** Class Counsel and Defendants' Counsel shall have the right to receive information regarding the number and type of Claim Forms received

by the Settlement Administrator at any time upon reasonable notice.

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

## **VI. OBJECTION AND REQUESTS FOR EXCLUSION**

### **A. Right to Opt Out.**

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

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

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

excluded from the Settlement Class.

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

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

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

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

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

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

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

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

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

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

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

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

6. Any objection regarding or related to the settlement contemplated in this

Agreement shall contain information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any) and a clear and concise statement of the Class Member's objection.

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

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

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

accordance with the provisions of this Settlement Agreement or (ii) alternatively, appearing at the Final Approval Hearing and asking to speak regarding their objection.

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

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

## VII. RELEASE OF CLAIMS

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

respective officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, lenders, equity owners, and investors, individually, jointly, and severally (collectively, “Released Parties”) from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action 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 March 1, 2015, 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, 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, 16<sup>th</sup> Floor  
New York, New York 10025  
Tel.: 212-643-0500  
Fax.: 212-253-4272  
[mreese@reesellp.com](mailto: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](mailto:ggranade@reesellp.com)

Charles D. Moore, Esq.  
Reese LLP  
100 South 5th Street, Suite 1900  
Minneapolis, Minnesota 55402  
Tel.: 212-643-0500

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](mailto:falford@grsm.com)  
[ldorny@grsm.com](mailto:ldorny@grsm.com)

Fax.: 212-253-4272  
[cmoore@reesellp.com](mailto:cmoore@reesellp.com)

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

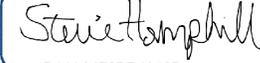
**M. Amendments.** This Agreement may be amended in writing and by mutual agreement of the Parties' counsel in order to effectuate its terms, subject to approval of the Court

to any such amendments.

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

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

Dated: 5/2/2022

DocuSigned by:  
  
D14A0472BD4949B...  
**STEVIE HEMPHILL**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**LINDA GOMEZ**

to any such amendments.

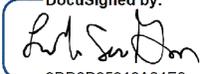
N. **Attorney Fees and Costs.** Except as otherwise specifically provided herein, each Party shall bear his or their, or its own attorney fees and costs.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
**STEVIE HEMPHILL**

Dated: 5/2/2022  
\_\_\_\_\_

DocuSigned by:  
  
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\_\_\_\_\_  
**LINDA GOMEZ**

*Approved as to form and content:*

Dated: 5/2/2022

Dated: 5/2/2022

Dated: 5/2/2022

Dated: \_\_\_\_\_

DocuSigned by:  
*Michael Reese*  
47370CE8E501475...  
**MICHAEL R. REESE**  
Proposed Class Counsel

DocuSigned by:  
*George Granade*  
DAF32E115E3F4A6...  
**GEORGE V. GRANADE**  
Proposed Class Counsel

DocuSigned by:  
*Charles D. Moore*  
24ED78545E85488...  
**CHARLES D. MOORE**  
Proposed Class Counsel

\_\_\_\_\_  
**CLAYTON D. HALUNEN**  
Proposed Class Counsel

*Approved as to form and content:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
**MICHAEL R. REESE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**GEORGE V. GRANADE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CHARLES D. MOORE**  
Proposed Class Counsel

Dated: 5/2/2022  
\_\_\_\_\_

DocuSigned by:  
  
27D1CE0404EE413...  
\_\_\_\_\_  
**CLAYTON D. HALUNEN**  
Proposed Class Counsel

Dated: 5/2/22

**TELECOM EVOLUTIONS, LLC**

By: \_\_\_\_\_

James Murphy - CEO

Printed Name & Title

Dated: 5/2/22

**QUALITY SPEAKS, LLC**

By: \_\_\_\_\_

James Murphy - CEO

Printed Name & Title

*Approved as to form and content:*

Dated: May 2, 2022

**COUNSEL FOR DEFENDANT**

By: \_\_\_\_\_

A. Louis Dorny, Counsel of Record

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. In Section B of this Claim Form, list all of the DSL Extreme TrueSTREAM service packages that you purchased and the related dates of purchase. Additionally, provide the phone number associated with your TrueSTREAM service.

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

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

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

Your claim must  
be postmarked by:  
**XXXX XX, 2022**

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

**BBG**  
**Claim Form**

**SECTION A: NAME AND CONTACT INFORMATION**

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

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Phone Number**

**E-Mail Address**

**SECTION B: SERVICE INFORMATION**

Provide the following information regarding your service:

Phone Number Associated with TrueSTREAM Service.

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

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

Select all that apply:

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

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

**Check**

**Digital Transfer**

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

**Payment Options**

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

 **PayPal**  
No bank account required ⓘ

 **venmo**  
No bank account required ⓘ

**GET A PREPAID MASTERCARD**

**USE PAYPAL**

**USE VENMO**

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

 **zelle**  
Direct to your bank account ⓘ

**USE DIRECT DEPOSIT**

**USE ZELLE**

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

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

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**SECTION C: ATTESTATION UNDER PENALTY OF PERJURY**

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

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

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

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

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

Signature

Date

Print Name

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

# **EXHIBIT B**

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

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

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

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

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

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

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, [www.fiberopticsettlement.com](http://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](http://WWW.FIBEROPTICSETTLEMENT.COM)**

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**1. Why was this notice issued?**

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

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

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

**2. What is this lawsuit about?**

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

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

**3. Why is this a class action?**

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

**4. Why is there a Settlement?**

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

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

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

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

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

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

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

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

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

## SETTLEMENT BENEFITS

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

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

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

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

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

determined as follows:

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

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

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

**Class Members' Releases and Waivers of Claims.** Two hundred seventy (270) calendar days after the Effective Date, for the Class Members' benefit and for other good and valuable consideration under terms of this Settlement, the receipt and sufficiency of which is hereby acknowledged, all Class Members (including the Class Representatives), and each of their respective present, former, and future spouses, heirs, executors, trustees, guardians, wards, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, affiliates, parents, subsidiaries, corporate family members, officers, directors, employees, members, member entities, shareholders, principals, vendors, and insurers, individually, jointly, and severally, and all those acting or purporting to act on their behalf, shall be deemed to fully and forever release, waive, acquit, and discharge Defendants, its insurers, its present, former, and future successors, assigns, affiliates, lenders, equity owners, investors, parents, subsidiaries, and corporate family members, and each of their respective officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, lenders, equity owners, and investors, individually, jointly, and severally (collectively, "Released Parties") from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action 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 March 1, 2015, to the Preliminary Approval date **[INSERT DATE OF PRELIMINARY APPROVAL]** ("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, even if the Class Members never received actual notice

**QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

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.

#### 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](http://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](http://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.

#### IF YOU DO NOTHING

##### 13. **What happens if I do nothing at all?**

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

**QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

**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.

**OBJECTING TO THE SETTLEMENT**

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

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

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

**Any written objection must include:** (a) a caption or title that identifies it as “Objection to Class Settlement in *Chinitz v. Telecom Evolutions, LLC*, Los Angeles Superior Court, Case No. 18STCV08068”; (b) information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any); (c) a clear and concise statement of the Class Member’s objection; and (d) documents sufficient to establish the basis for the objector’s standing as a Class Member, such as (1) a declaration signed by the objector under penalty of perjury that the objector purchased one or more of the four covered TrueSTREAM internet service packages (namely, 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb)

**QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

during the Class Period, had an AT&T phone line concurrent with each month their TrueSTREAM service was purchased through DSL Extreme, and resided within and had a phone line with one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; or (2) documents reflecting such TrueSTREAM package, landline, and area code. The objection must be in writing and personally signed by the Class Member (and his or her attorney, if individually represented).

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

**18. What is the difference between objecting and excluding?**

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

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

**19. Do I have a lawyer in this case?**

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

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

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

**20. How will the lawyers be paid?**

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

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

THE COURT’S FINAL APPROVAL HEARING

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

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

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

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

County courthouses.

The hearing may be held virtually and may be moved to a different date or time without additional notice. You may check the Settlement Website, [www.fiberopticsettlement.com](http://www.fiberopticsettlement.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 a written objection, you do not have to come to Court to talk about it. Regardless of whether the requirements for written objections listed in Section 17 above have been met, the Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. You may also pay your own lawyer to attend, but it is not necessary.

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

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

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

GETTING MORE INFORMATION

24. **How do I get more information?**

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

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

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

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

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

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

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

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

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

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

**CLICK HERE TO SUBMIT A CLAIM**

**How do I make a claim?** You may make a Claim for Settlement relief by (1) submitting a Claim Form online at [www.fiberopticsettlement.com](http://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](http://www.fiberopticsettlement.com) or by calling [\[insert hotline phone number\]](#).

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

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

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

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

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

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

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

**More information** is available at [www.fiberopticsettlement.com](http://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](http://www.fiberopticsettlement.com); (2) mailing the Claim Form to the Settlement Administrator at [insert administrator address]; or (3) completing and mailing the Claim Form accompanying this postcard to the Settlement Administrator. **YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

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

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

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

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

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

Chinitz v. Telecom Evolutions, LLC  
Class Action Administrator

PO Box XXXX

Portland, OR 97208-XXXX

FIRST-CLASS MAIL

U.S. POSTAGE  
PAID

Portland, OR

## **Court-Ordered Legal Notice**

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

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

## Important Notice about a Class Action Lawsuit



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

**Anytown, OH 00000-0000**

<refnum barcode>>

Claim Identification Code: <<refnum>>

### CLASS ACTION SETTLEMENT – CLAIM FORM

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

*Chinitz v. Telecom Evolutions, LLC,*

Claim Identification Code

Case No. 18STCV08068

<<refnum>>

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

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

Select Service Package:

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

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

\*\*Eligible claims will receive payment via check. If you prefer payment via digital transfer you must complete the online claim form at [www.fiberopticsettlement.com](http://www.fiberopticsettlement.com).

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

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# **EXHIBIT D**

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

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

Plaintiffs,

v.

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

Defendants.

Case No. 18STCV08068

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

**IN SUPPORT OF PRELIMINARY  
APPROVAL**

1 I, James Prutsman, hereby declare as follows:

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

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

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

18 **NOTICE PROCESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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8 James Prutsman  
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# EXHIBIT 1



# Class Action Settlement and Notice Administration Services

## Company Profile

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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?

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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

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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.

<b>30+ types</b> of Industry Certifications	Awarded <b>Best Data Security</b> Provider	<b>HIPAA and GDPR</b> compliant	<b>Authorized U.S.</b> government service provider	<b>TIA Tier IV</b> Classification datacenter	<b>24x7x365</b> 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

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*For more experience and a wider view of the areas in which we practice, please visit [www.krrollbusinessservices.com](http://www.krrollbusinessservices.com)*

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

## EXHIBIT 2

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

**AMENDED SETTLEMENT AGREEMENT AND RELEASE**

**I. INTRODUCTION**

A. This **Settlement Agreement and Release** (“Agreement”) is made and entered into as of May 2, 2022, by and between **STEVIE HEMPHILL** and **LINDA GOMEZ** (hereinafter referred to as “Plaintiffs” or “Class Representatives”), on behalf of themselves and on behalf of the Certified Class they represent, and **TELECOM EVOLUTIONS, LLC** and **QUALITY SPEAKS, LLC** (“Defendants”). All capitalized terms are defined herein.

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

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

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

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

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

## **II. RECITALS**

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

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

§ 1750 *et seq.*, California Business and Professions Code § 17500 *et seq.*, California Business and Professions Code § 17200 *et seq.* Plaintiffs also allege claims for intentional misrepresentation and unjust enrichment.

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

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

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

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

federal, state, or other applicable law.

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

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

### **III. DEFINITIONS**

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

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

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

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

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

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

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

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

**F.** “**Class List**” means a list of all members of the Class, to be generated by Defendants and provided by Defendants to the Settlement Administrator on a confidential basis not more than ten (10) business days after the Court enters Preliminary Approval. The Class List shall be provided in Excel format and include the following information in a separate field for each of the Class Members, to the extent contained within Defendants’ records: First Name, Middle Initial (if available), Last Name, Street Address 1, Street Address 2 if applicable, City, State, Zip Code, Email Address, and Telephone and Cellular Telephone Numbers. Defendants shall provide the last known address for each of the Class Members. Upon request of the Settlement Administrator, and within ten (10) business days of such request, Defendants shall provide on a confidential basis other available requested information, if required to identify or locate Class Members, including Date of Birth information. To the extent necessary, the Parties shall work in good faith to provide the Settlement Administrator all necessary information.

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

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

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

**J.** “**Class Notice Plan**” means the plan for publication of Class Notice developed by

the Settlement Administrator, which will be attached as an exhibit to the Motion for Preliminary Approval.

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

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

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

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

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

**P.** “**Effective Date**” means the later of:

1. First calendar day after the Final Approval of this Agreement becomes final and unappealable; or

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

**Q.** “**Final Approval**” means the Court’s order granting final approval of this Settlement, 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](http://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.~~

**AA.**

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**IV. RELIEF AND BENEFITS**

**A. Nonmonetary Relief.**

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

**B. Distribution of Settlement.**

1. Monetary Benefits to Class Members.
  - a. Class Members are entitled to receive a payment upon full and timely completion of a proper and valid Claim Form as more fully set forth below.
  - b. Each Class Member who does not opt out and who submits a timely Claim Form will be entitled to a cash payment consisting of the difference between (i) what the Class Member paid Defendants for TrueStream service during the period of active service of said Class Member, until the earlier of the date of Preliminary Approval or the date when the Class Member ended their active service, and (ii) the amount the Class Member would have paid during that same period had he or she elected the comparable ADSL1 package rather than the TrueStream package. Payments shall be calculated by and be distributed by the Settlement Administrator as

follows:

- i. For those Class Members who ordered the TrueStream 768 package, this amounts to \$5.00 per month.
- ii. For those Class Members who ordered the TrueStream 1.5 package, this amounts to \$8.00 per month.
- iii. For those Class Members who ordered the TrueStream 3.0 package, this amounts to \$13.00 per month.
- iv. For those Class Members who ordered the TrueStream 6.0 package, this amounts to \$13.00 per month.

2. Eligibility to Obtain Payment

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

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

c. Timely Claim Forms. Class Members must submit a timely Claim Form. To be timely, the Claim Form must be postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be displayed on the Claim Form and Class Notice as set forth on the Exhibits A and B. For a Claim Form submitted by mail, the Claim Form

will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an electronically submitted Claim Form, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator or three days after being submitted by the Settlement Class Member, whichever is shorter.

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

- i. failure to attest to maintaining a standard copper-based phone line with AT&T concurrent with each month their TrueStream service was purchased through Defendants;
- ii. failure to identify an address within the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951;
- iii. failure to provide adequate verification or additional information of the Claim pursuant to a request of the Settlement Administrator;
- iv. failure to fully complete and sign the Claim Form;

- v. failure to submit a legible Claim Form;
- vi. submission of a fraudulent Claim Form;
- vii. submission of Claim Form that is duplicative of another Claim Form;
- viii. submission of Claim Form by a person who is not a Class Member;
- ix. request by person submitting the Claim Form to pay funds to a person or entity that is not the Class Member for whom the Claim Form is submitted;
- x. failure to submit a Claim Form by the end of the Claim Period; or
- xi. failure to otherwise meet the requirements of this Agreement or the Claim Form.

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

f. Claim Form Submission and Review. Claimants may submit a Claim Form either by U.S. mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each

Claim Form's validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by Claimants conform to the requirements of the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, *et seq.*

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

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

3. *Distribution to Class Members.*

a. Defendants will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, funds sufficient to cover the payment of all checks to all Settlement

Class Members, into an account established by the Settlement Administrator (“Settlement Fund”), within ten (10) calendar days after the Effective Date.

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

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

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

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

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

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

ii. If any of the Class Members contacts the Settlement Administrator or Class Counsel to request a replacement check, the Settlement Administrator will

comply with that request by cancelling the initial check and issuing a replacement check, but the replacement check shall expire on the same date as the original check and the replacement check will state this on its face; and

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

g. In accordance with California Code of Civil Procedure section 384(b), and in accordance with Section V.H below, by no later than ten (10) calendar days before the Final Approval Hearing, the Settlement Administrator will file a report with the Court stating the number of valid, timely, and approved Claims; the number of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash payments to be made to the Class Members. The total dollar value of the cash payments to be made to the Class Members will be the same as the amount referred to in Section IV.B.3.a above.

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

IV.B.3.f.iii above).

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

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

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

1. Class Counsel may apply to the Court for an award of attorneys' fees and costs and Class Representative Service Awards. The application for attorneys' fees and costs shall be in a sum not to exceed Three Hundred Thousand Dollars (\$300,000.00), subject to the Court's Approval ("Class Counsel Fees"). The application for a Class Representative Service Awards shall be in an aggregate sum not to exceed Three Thousand Dollars (\$3,000), subject to the Court's Approval. Defendants agree not to oppose said application(s) to the extent it is consistent with these limitations. By signing this Agreement, the Parties warrant that Class Counsel's attorneys' fees and Class Representative Service Awards were negotiated only after the amount of monetary and non-monetary benefits to Class Members had been

agreed upon. Class Counsel will file a Motion for Attorneys' Fees and Class Representative Service Awards in the Action no later than fourteen (14) days before the Objection Deadline.

2. Defendants will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, Class Counsel Fees and Class Representative Service Awards in the amount of up to \$303,000.00 (or any lesser amount awarded by the Court and accepted by Class Counsel and Class Representatives) into an account established by the Settlement Administrator, ~~within two hundred seventyten~~ (2740) 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 a report to the Court in accordance with Section V.H below not later than ten (10) calendar days~~ before the Final Approval Hearing. The Settlement Administrator shall also provide such updates to Class Counsel or Defendants' Counsel upon request, within a reasonable amount of time. ~~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.~~

**~~F.~~ 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:

**~~2.G.~~** ~~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~~

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~~of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash payments;~~

~~3.1.~~ sending cash payments to Settlement Claim Members who submitted timely, valid, and approved Claim Forms; and

~~4.2.~~ once cash payment distributions have commenced to the Class Members pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Defendants' Counsel that includes, but is not limited to, the number of cash awards paid and their value.

**G.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; ~~and (iii)- calculates the number of valid, timely, and approved Claims; the number of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash payments to be made to the Class Members.~~

**H.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.

**I.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.

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

## **VI. OBJECTION AND REQUESTS FOR EXCLUSION**

### **A. Right to Opt Out**

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

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

a. A Settlement Class Member wishing to opt out of this Agreement must send to the Settlement Administrator, by U.S. Mail, a personally signed letter including his

or her name and address and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class.

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

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

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

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

4. If more than ten percent (10%) of the total number of people who otherwise would qualify as a Settlement Class Member validly, timely, and individually opt out of the Settlement, then Defendants may in its sole discretion void and walk away from the Settlement, in which case this Agreement will be vacated, rescinded, cancelled, and annulled, the Parties will return to the *status quo ante* as if they had not entered into this Settlement Agreement. In that

event, the Settlement and all negotiations and proceedings related to the Settlement will be without prejudice to the rights of the Parties, and evidence of the Settlement, the Settlement Agreement, negotiations, and proceedings will be confidential, inadmissible, will not be discoverable, and shall not be referred to or utilized for any purpose whatsoever, and any negotiations, terms, and entry into the Settlement Agreement shall remain subject to the provisions of Rule 408, Fed. R. Evid., and any similar state law.

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

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

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

3. Any objection to the settlement contemplated in this Agreement must be in writing, personally signed by the Class Member (and his or her attorney, if individually represented), and sent to the Settlement Administrator by U.S. Mail postmarked 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.

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

4.5. Any objection regarding or related to the settlement contemplated in this

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

~~5-6.~~ Any objection regarding or related to the settlement contemplated in this Agreement shall contain: information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any); and a clear and concise statement of the Class Member’s objection; ~~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.~~

~~6.7.~~ Any objection shall include documents sufficient to establish the basis for the objector's standing as a Class Member, such as: (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form attached hereto as Exhibit A, that the Class Member purchased a Package during the Class Period, had an AT&T phone line concurrent with each month their TrueStream service was purchased through Defendants, and resided within and had a phone line with one of the following areas codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; or (ii) documents reflecting such Package, landline, and area code.

~~7.8.~~ Class Counsel and Defendants' Counsel shall have the right to respond to any objection no later than seven (7) calendar days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand, or overnight delivery, to the objecting Class Member or to the individually hired attorney for the objecting Class Member, to Class Counsel, and to Defendants' Counsel.

~~8.9.~~ Any Class Member who fails ~~to~~ either to send an oObjection in the manner specified herein or, alternatively, to appear at the Final Approval Hearing and ask to speak regarding their objection, shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement. No Class Member shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval except by either (i) filing and serving a timely written oObjection in accordance with the provisions of this Settlement Agreement or (ii) alternatively, appearing at the

Final Approval Hearing and asking to speak regarding their objection.

C. Class Members may not both object and opt out of the Settlement. Any Settlement Class Member who wishes to object must timely submit an objection as set forth ~~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.** ~~Two hundred seventy-Ten~~ (2740) 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 ~~March 1, 2015, 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, 16<sup>th</sup> Floor  
New York, New York 10025  
Tel.: 212-643-0500  
Fax.: 212-253-4272  
[mreese@reesellp.com](mailto:mreese@reesellp.com)

George V. Granade, Esq.  
Reese LLP

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](mailto:falford@grsm.com)  
[ldorny@grsm.com](mailto:ldorny@grsm.com)

8484 Wilshire Boulevard, Suite 515  
Los Angeles, California 90211  
Tel.: 310-393-0070  
Fax.: 212-253-4272  
[ggranade@reesellp.com](mailto:ggranade@reesellp.com)

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

\_\_\_\_\_  
**STEVIE HEMPHILL**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**LINDA GOMEZ**

*Approved as to form and content:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
**MICHAEL R. REESE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**GEORGE V. GRANADE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CHARLES D. MOORE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CLAYTON D. HALUNEN**  
Proposed Class Counsel

Dated: \_\_\_\_\_

**TELECOM EVOLUTIONS, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

Dated: \_\_\_\_\_

**QUALITY SPEAKS, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

*Approved as to form and content:*

Dated: \_\_\_\_\_

**COUNSEL FOR DEFENDANT**

By: \_\_\_\_\_

\_\_\_\_\_  
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. In Section B of this Claim Form, list all of the DSL Extreme TrueSTREAM service packages in Section B of this Claim Form that you purchased and the related dates of purchase. Additionally, provide the phone number associated with your TrueSTREAM service.~~

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

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

~~2.3~~ YOU MUST sign the Attestation under penalty of perjury in Section C of this Claim Form.

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Your claim must be postmarked by: **XXXX XX, 2022**

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

**BBG  
Claim Form**

**SECTION A: NAME AND CONTACT INFORMATION**

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

<input type="text"/>	<input type="text"/>	
<b>First Name</b>	<b>Last Name</b>	
<input type="text"/>		
<b>Street Address</b>		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<input type="text"/>	<input type="text"/>	
<b>Phone Number</b>	<b>E-Mail Address</b>	

**SECTION B: SERVICE INFORMATION**

Provide the following information regarding your service:

Phone Number Associated with TrueSTREAM Service.

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

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

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Select all that apply:

<b>TrueSTREAM Service Package</b>	<b>Date Service Began (MM/YY)</b>	<b>Date Service Ended (MM/YY)</b>
<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):

<input type="checkbox"/> <b>Check</b>	<input type="checkbox"/> <b>Digital Transfer</b>
---------------------------------------	--

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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:

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**Payment Options**

The image shows a 'Payment Options' section with five options arranged in two rows. The first row includes Mastercard (Most widely accepted prepaid card, Use with Apple Pay, Google Pay, Samsung Pay), PayPal (No bank account required), and Venmo (No bank account required). The second row includes Direct Deposit (Direct to your bank account) and Zelle (Direct to your bank account). Each option has an orange button: 'GET A PREPAID MASTERCARD', 'USE PAYPAL', 'USE VENMO', 'USE DIRECT DEPOSIT', and 'USE ZELLE'. At the bottom, there is a link: '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.

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### SECTION C: ATTESTATION UNDER PENALTY OF PERJURY

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I declare, under penalty of perjury, that the information in the Claim Form is true and correct to the best of my knowledge, including the Phone Number Associated With TrueSTREAM Service stated above, and that I purchased the ~~Product(s)~~ TrueSTREAM Service Packages claimed above ~~at Coach branded outlet stores in the United States during the Class Period within the time periods stated above~~.

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

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

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

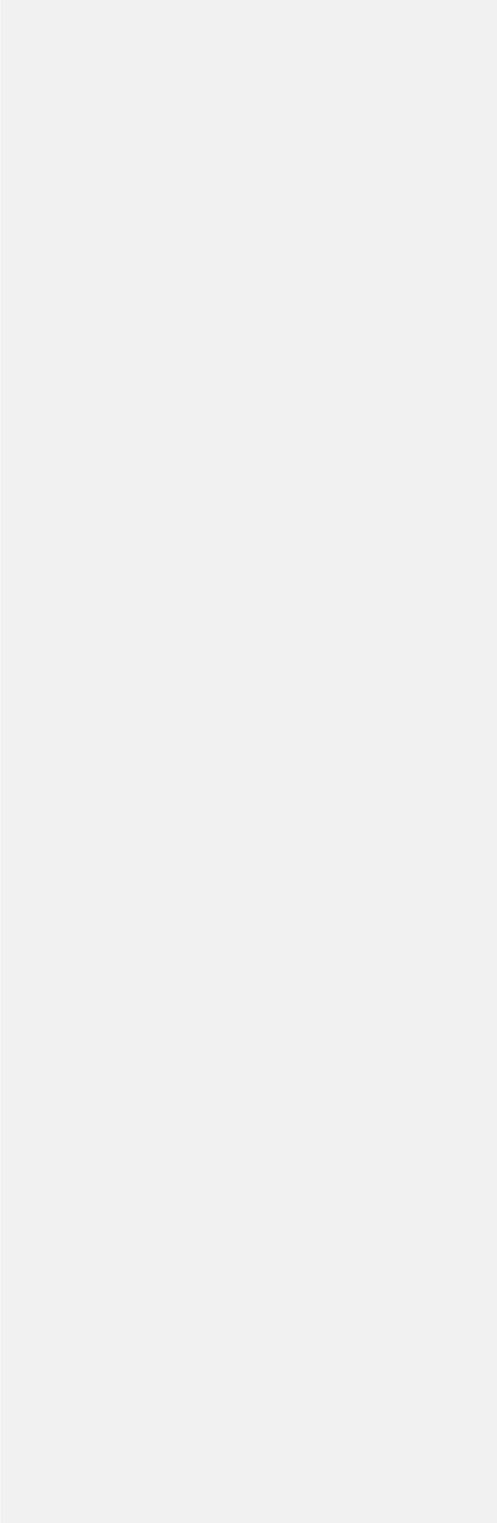
Neither I nor anyone from my hHousehold have previously submitted a Claim Form in this Settlement.

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 kbps package, **\$5.00 per month for each month they had active service**, until **[insert the date of Preliminary Approval]**.
  - For the Settlement Class Members who had the TrueSTREAM 1.5 mb package, **\$8.00 per month for each month they had active service**, until **[insert the date of Preliminary Approval]**.
  - For the Settlement Class Members who had the TrueSTREAM 3.0 mb package, **\$13.00 per month for each month they had active service**, until **[insert the date of Preliminary Approval]**.
  - For the Settlement Class Members who had the TrueSTREAM 6.0 mb package, **\$13.00 per month for each month they had active service**, until **[insert the date of Preliminary Approval]**.
- **YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**
- If the Court approves the Settlement, DSL Extreme may be required to pay service awards to the Class Representatives who pursued this litigation; attorneys’ fees and costs to the lawyers who brought the lawsuit; and the costs of Class Notice and the Settlement Administration Process. Plaintiffs will request service awards up to \$3,000 in the aggregate as well as up to \$300,000 in attorneys’ fees and costs. These payments will not reduce the amount of relief available to Settlement Class Members.
- If you are a Settlement Class Member, your legal rights are affected whether you act or do not act. Please read this Notice carefully.

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QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

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

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- These rights and options—and the deadlines to exercise them—are explained in this notice. The **QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, [www.fiberopticsettlement.com](http://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](http://WWW.FIBEROPTICSETTLEMENT.COM)**

WHAT THIS NOTICE CONTAINS

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QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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.

QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

## 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 one or more of the following packages (only): 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb;
- (b) Who, at the time of service, were eligible for an "ADSL1" package in that they: 1) lived in an area serviced by the "ADSL1" and 2) maintained a standard copper-based phone line with AT&T concurrent with each month their TrueSTREAM service was purchased through DSL Extreme;
- (c) Who, at the time of service, resided within, and had a phone line with, one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; and
- (d) Whose TrueSTREAM subscription began no earlier than March 1, 2015, and no later than July 14, 2017.

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

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

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

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

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

## SETTLEMENT BENEFITS

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

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

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

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

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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determined as follows:

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

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

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

**Class Members' Releases and Waivers of Claims. Two hundred seventy (270) calendar days after the Effective Date, for the Class Members' benefit and for other good and valuable consideration under terms of this Settlement, the receipt and sufficiency of which is hereby acknowledged, all Class Members (including the Class Representatives), and each of their respective present, former, and future spouses, heirs, executors, trustees, guardians, wards, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, affiliates, parents, subsidiaries, corporate family members, officers, directors, employees, members, member entities, shareholders, principals, vendors, and insurers, individually, jointly, and severally, and all those acting or purporting to act on their behalf, shall be deemed to fully and forever release, waive, acquit, and discharge Defendants, its insurers, its present, former, and future successors, assigns, affiliates, lenders, equity owners, investors, parents, subsidiaries, and corporate family members, and each of their respective officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, lenders, equity owners, and investors, individually, jointly, and severally (collectively, "Released Parties") from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action 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 March 1, 2015, to the Preliminary Approval date, **[INSERT DATE OF PRELIMINARY APPROVAL]** ("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**

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QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

~~Released Claims shall be dismissed with prejudice, 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. 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.**~~ **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](http://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.

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**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](http://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.**~~ **If you do not submit a valid Claim Form by the deadline, you will not receive a payment.**

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### 12. **When will I get my Settlement payment?**

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

#### IF YOU DO NOTHING

### 13. **What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself from the Settlement, you cannot sue DSL Extreme, continue to sue, or be part of any other lawsuit against DSL Extreme about the Released Claims in this Settlement. Also, if you do not exclude yourself from the Settlement, all of the decisions by the Court will bind you. Section 10 above ~~quotes the full Release from the Settlement Agreement~~ **includes a summary description of the Released**

QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

~~Claims. The full Release is described more fully in the Settlement Agreement and, which~~ describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, [www.fiberopticsettlement.com](http://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.

#### OBJECTING TO THE SETTLEMENT

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

A Settlement Class Member may object to the proposed Settlement. A Settlement Class Member may object to the Settlement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any written objection must be ~~in writing, personally~~ signed by the Settlement Class Member (and his or her attorney, if individually represented), ~~filed with the Court, with a copy and sent~~

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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by U.S. Mail to the Settlement Administrator ~~delivered to Plaintiffs' counsel and DSL Extreme's counsel,~~ at the addresses set forth below, postmarked no later than **[INSERT DEADLINE]**.

~~Additionally or alternatively, regardless of whether the requirements in this Section for written objections have been met, the Court will hear from any Settlement Class Member who attends the Final Approval Hearing discussed in Section 21 below and asks to speak regarding his or her objection. Any 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. 18STCV08068."~~

~~18. — **Any**The written objection must include:~~ (a) a caption or title that identifies it as "Objection to Class Settlement in *Chinitz v. Telecom Evolutions, LLC*, Los Angeles Superior Court, Case No. 18STCV08068"; (b) information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any); (c) a clear and concise statement of the Class Member's objection; ~~and~~ (d) the date the Class Member began receiving TrueStream services, and any and all TrueSTREAM packages they received; (e) 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; (f) 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; (g) 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; (h) 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; (i) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (j) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (k) documents sufficient to establish the basis for the objector's standing as a Class Member, such as (1) a declaration signed by the objector under penalty of perjury that the objector purchased one or more of the four covered TrueSTREAM internet service packages (namely, 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb) 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. The objection must be in writing and personally signed by the Class Member (and his or her attorney, if individually represented).

Your written objection, along with any supporting material you wish to submit, must be sent to the Settlement Administrator by U.S. Mail postmarked ~~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: **[INSERT ADDRESS]**.

<b>The Court</b>	<b>Plaintiffs' Counsel</b>	<b>DSL Extreme's Counsel</b>
Superior Court of	Reese LLP	Gordon Reese Scully

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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California Los Angeles County Spring Street Courthouse Department 7 312 N. Spring Street Los Angeles, CA 90012	8484 Wilshire Boulevard Suite 515 Los Angeles, CA 90211	Mansukhani, LLP 633 West Fifth Street 52nd Floor Los Angeles, CA 90071
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**19.18. 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

**20.19. 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.

**21.20. 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

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

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

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

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

[www.lacourt.org](http://www.lacourt.org) for more information and the latest updates regarding use of face masks in Los Angeles County courthouses.

The hearing may be held virtually and may be moved to a different date or time without additional notice. You may check the Settlement Website, [www.fiberopticsettlement.com](http://www.fiberopticsettlement.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.

**23.22. Do I have to come to the Final Approval Hearing?**

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

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

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

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

GETTING MORE INFORMATION

**25.24. 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](http://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](http://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](http://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**

**QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

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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](http://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

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

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

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

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

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

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

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

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

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

**CLICK HERE TO SUBMIT A CLAIM**

**How do I make a claim?** You may make a Claim for Settlement relief by (1) submitting a Claim Form online at [www.fiberopticsettlement.com](http://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](http://www.fiberopticsettlement.com) or by calling [\[insert hotline phone number\]](#).

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

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

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

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

[The hearing may be held virtually and may be moved to a different date or time without notice.](#)

At the [Final Approval Hearing at 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](http://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](http://www.fiberopticsettlement.com); (2) mailing the Claim Form to **the Settlement Administrator at [insert administrator address]**; or (3) completing and mailing the Claim Form accompanying this postcard to the Settlement Administrator. **YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

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

**The Settlement:** As part of the Settlement, DSL Extreme may be required to pay service awards to the Class Representatives; attorneys’ fees and costs to the lawyers who brought the lawsuit; and the costs of Class Notice and the Settlement Administration Process. Plaintiffs will request service awards up to \$3,000 in the aggregate as well as up to \$300,000 in attorneys’ fees and costs. You may find additional details at [www.fiberopticsettlement.com](http://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 [www.fiberopticsettlement.com](http://www.fiberopticsettlement.com)**. You may remain a Settlement Class Member and object to the Settlement by **(1) mailing a written objection to the Settlement Administrator by [insert date] or (2) attending the Final Approval Hearing and asking to speak regarding your objection. The website, [www.fiberopticsettlement.com](http://www.fiberopticsettlement.com), explains how to exclude yourself or object.**

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

[web address] • [toll-free number]

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Chinitz v. Telecom Evolutions, LLC  
Class Action Administrator

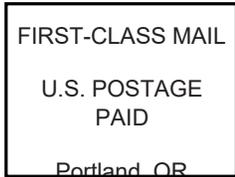
PO Box XXXX

Portland, OR 97208-XXXX

**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  
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Anytown, OH 00000-0000**

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Claim Identification Code: <<refnum>>

**CLASS ACTION SETTLEMENT – CLAIM FORM**

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

*Chinitz v. Telecom Evolutions, LLC,*

Claim Identification Code

Case No. 18STCV08068

<<refnum>>

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

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

Select Service Package:

- TrueSTREAM 768 kb<sup>ps</sup>
- 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](http://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-s in the Settlement Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# **EXHIBIT D**

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

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

Plaintiffs,

v.

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

Defendants.

Case No. 18STCV08068

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

**IN SUPPORT OF PRELIMINARY  
APPROVAL**

1 I, James Prutsman, hereby declare as follows:

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

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

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

18 **NOTICE PROCESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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8 James Prutsman  
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# EXHIBIT 1



# Class Action Settlement and Notice Administration Services

## Company Profile

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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?

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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

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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.

<b>30+ types</b> of Industry Certifications	Awarded <b>Best Data Security</b> Provider	<b>HIPAA and GDPR</b> compliant	<b>Authorized U.S.</b> government service provider	<b>TIA Tier IV</b> Classification datacenter	<b>24x7x365</b> 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

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*For more experience and a wider view of the areas in which we practice, please visit [www.krrollbusinessservices.com](http://www.krrollbusinessservices.com)*

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

## EXHIBIT 3

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

2 **REESE LLP**  
100 West 93rd Street, 16th Floor  
3 New York, New York 10025  
4 Telephone: (212) 643-0500

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

6 **REESE LLP**  
100 South 5th Street, Suite 1900  
7 Minneapolis, Minnesota 55402  
8 Telephone: (212) 643-0500  
9 Facsimile: (212) 253-4272

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

**REESE LLP**  
8484 Wilshire Boulevard, Suite 515  
Los Angeles, California 90211  
Telephone: (310) 393-0070

Clayton D. Halunen (admitted *pro hac vice*)  
*halunen@halunenlaw.com*

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

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

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES**

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

15 Plaintiffs,

16 v.

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

19 Defendants.

) CASE NO.: 18STCV08068

) **CLASS ACTION**

) **DECLARATION OF CLAYTON D.**  
) **HALUNEN IN SUPPORT OF MOTION**  
) **FOR PRELIMINARY APPROVAL OF**  
) **CLASS ACTION SETTLEMENT**

) Date: May 18, 2022

) Time: 10:00 a.m.

) Judge: Honorable Amy D. Hogue

) Place: Department 7

) Action filed: December 12, 2018

1 I, Clayton D. Halunen, declare as follows:

2 1. I am the managing partner at Halunen Law, which, along with Reese LLP, are Class  
3 Counsel<sup>1</sup> representing Plaintiffs Steve Hemphill and Linda Gomez in the above-captioned action.

4 I am a member in good standing of the state bar of Minnesota, as well as the federal bar of the  
5 United States District Court for the District of Minnesota.

6 2. I respectfully submit this declaration in support of Plaintiffs' Motion for  
7 Preliminary Approval of Class Action Settlement. Except as otherwise noted, the facts set forth in  
8 this declaration are based in part upon my personal knowledge, and I would competently testify to  
9 them if called upon to do so.

10 3. Class Counsel have been responsible for prosecution of the Action and for the  
11 negotiation of the Settlement Agreement. We have vigorously represented the interests of the  
12 Settlement Class Members throughout the course of the litigation and settlement negotiations.  
13

14 **I. CLASS COUNSEL HAVE INVESTED SIGNIFICANT TIME IN THE**  
15 **PROSECUTION OF THE ACTION AND ARE ADEQUATE REPRESENTATIVES**  
16 **OF THE CLASS**

17 4. Throughout the course of investigation, pleadings, motion practice, discovery,  
18 mediation, and filing of the Settlement Agreement with the Court, Class Counsel have devoted  
19 significant time and resources to the investigation, development, and resolution of the Action.

20 5. Class Counsel are not representing clients with interests at odds with the interests  
21 of the Settlement Class Members.

22 6. Halunen Law has substantial experience with consumer class actions in general,  
23

24 \_\_\_\_\_  
25 <sup>1</sup> Capitalized terms shall have the meaning ascribed to them in the Amended Settlement Agreement  
26 and Release, attached as Exhibit 1 to the Supplemental Declaration of George V. Granade in  
27 Support of Motion for Preliminary Approval of Class Action Settlement, filed concurrently with  
28 this declaration.

1 and with consumer fraud and false advertising, specifically, and have been involved in the  
2 prosecution of consumer class action matters including, but not limited to:

- 3 a. *In re Santa Fe Natural Tobacco Co. Mktg & Sales Practices Litig.*, Court  
4 File No. 1:16md2695 (D.N.M.);
- 5 b. *Martin et al. v. Cargill, Inc.* Court File No. 1:14-cv-00218-LEK-BMN (D.  
6 Haw.)
- 7 c. *In re IKO Roofing Shingles Products Liability Litigation*, Court File No. 09-  
8 md-2104 (C.D. Ill.);
- 9 d. *In re Hardieplank Fiber Cement Siding Litigation*, Court File No. 12-md-  
10 2359 (D. Minn.);
- 11 e. *Wright et al v. Owens Corning et al*, Court File No. 2:13-cv-01378-JFC  
12 (W.D. Penn.);
- 13 f. *Pagliaroni et al. v. Mastic Home Exteriors Inc. et al*, Court File No. 12-cv-  
14 10164 (DJC) (D. Mass.);
- 15 g. *In re CertainTeed Corporation Roofing Shingles Products Liability  
16 Litigation*, MDL Docket No. 1817 (E.D. Penn.);
- 17 h. *Dang v. Samsung Electronics Co. et al.*, Court File No. 5:14-cv-00530-LHK  
18 (N.D. Cal.);
- 19 i. *Fisher v. The Blue Buffalo Co.*, Court File No. 14-cv-05937-FMO-SH (C.D.  
20 Cal.);
- 21 j. *Barron et al v. Snyder's-Lance, Inc.*, Court File No. 13-cv-62496-JAL (S.D.  
22 Fla.);
- 23 k. *Gay et al. v. Tom's of Maine, Inc.*, Court File No. 0:14-cv-60604-KMM  
24 (S.D. Fla.);
- 25 l. *Baharestan et al. v. Venus Laboratories, Inc. d/b/a Earth Friendly  
26 Products, Inc.*, Court File No. 3:15-cv-03578-EDL (N.D. Cal.);
- 27 m. *Parm v. Bluestem Brands, Inc.*, Court File No. 0:15-cv-03437-JRT-BRT (D.  
28 Minn.);
- n. *Arce et al. v. Bluestem Brands, Inc.*, Court File No. 2:15-cv-08068-DSF-  
GJS (N.D. Cal.);
- o. *Morgan v. Bluestem Brands, Inc.*, Court File No. 1:16-cv-000530-ENV-  
RER (E.D.N.Y.);

- 1 p. *Mosely v. Vitalize Labs, LLC*, Court File No. 1:13-cv-02470-RJD-RLM  
(E.D.N.Y);
- 2 q. *Sciortino et al. v. Pepsico, Inc.*, Court File No. 14-cv-00478-EMC (N.D.  
3 Cal);
- 4 r. *Phillips et al. v. Apple, Inc.*, Court File No. 5:15-cv-04879-HRL (N.D.  
5 Cal.);
- 6 s. *Frohberg et al. v. Cumberland Packing Corp.*, Court File No. 1:14-cv-  
00748-KAM-RLM (E.D.N.Y.);
- 7 t. *Law Office of Brent Gaines v. Healthport Technologies, LLC*, Court File  
8 No. 3:16-cv-00030-SMY-SCW (S.D. Ill.);
- 9 u. *Lewis v. Kraft Heinz Foods Company*, Court File No. 1:16-cv-00400-AWI-  
10 SAB (E.D. Cal.);
- 11 v. *Martin et al. v. Cargill, Inc.*, Court File No. 1:14-cv-00218-LEK-BMK (D.  
Haw.);
- 12 w. *Podpeskar v. Makita U.S.A., Inc.*, Court File No. 0:15-cv-03914-JRT-LIB  
13 (D. Minn.);
- 14 x. *Payne v. Zorbaz Pizza and Mexican Restaurants, LLC d/b/a Lake Life  
15 Hospitality Group, et al.*, Court File No.: 03-cv-19-2721 (D. Minn.)
- 16 y. *Marino v. Coach, Inc.*, Court File No. 1:16-cv-01122-VEC (S.D.N.Y.); and
- 17 z. *Orshan et al. v. Apple Inc.*, Court File No. 14-cv-05659 (N.D. Cal.).

18 7. Attached hereto as Exhibit 1 is Halunen Law's updated firm résumé.

19 I certify under penalty of perjury under the laws of the United States of America and the State  
20 of California that the foregoing is true and correct. Executed May 3, 2022, in Minneapolis, MN.

21  
22 /s/ Clayton D. Halunen  
23 Clayton D. Halunen  
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# **EXHIBIT 1**

## **HALUNEN LAW CLASS ACTION LITIGATION PROFILES**

The nationally recognized law firm of Halunen Law was founded in 1998 and has offices in Minneapolis, Chicago, and Arizona. The firm has successfully represented employees, whistleblowers, 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, False Claims Act *qui tam* cases, and other complex litigation matters.

### **Orshan, et al. v. Apple Inc., Court File No. 5:14-cv-05659-EJD (N.D. Cal.)**

Halunen Law is co-counsel on this class action alleging deceptive marketing with respect to the storage capacity of certain Apple products. A motion for class certification was recently filed.

### **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. The case recently settled.

### **Mayhew, et al. v. KAS Direct, LLC et al., 16-cv-6981-VB (S.D. N.Y.) •**

Halunen Law was co-counsel on this class action alleging deceptive marketing of Babyganic products as organic and natural. The case settled in 2018 for monetary and injunctive relief.

### **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.

### **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.

**HALUNEN LAW CLASS ACTION ATTORNEYS**

**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. Mr. Halunen has been involved in the prosecution of class action employment and consumer matters and has served in lead, management, or coordinating capacities in numerous collective and class actions throughout the United States.

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.

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**

- Employment Litigation
- Executive and Professional Severance Workouts
- Whistleblower Litigation
- Retaliation in Employment
- False Claims Act (“qui tam”) Litigation
- Consumer Fraud
- Products Liability

- Class Action/Mass Torts
- International Whistleblower Representation

**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, every year since 2003
- Minnesota Lawyer Attorney of the Year, 2014 and 2017

**SUSAN M. COLER**

Susan Coler is a Partner with Halunen Law and a member of the False Claims Act (FCA)/Whistleblower Practice Group. Currently, her practice primarily focuses on the litigation of individual whistleblower and complex False Claims Act qui tam cases on behalf of Plaintiffs nationally, as well as in the Twin Cities.

Ms. Coler also has experience and expertise in employment and consumer class action law. Notable class cases on which she has served as an attorney include *Whitaker v. 3M Co.*, Court File No. 62-C4-04-012239 (Ramsey County Minnesota) (age class action; settled for \$12 million in early 2012), *Carlson v. C.H. Robinson*, 2005 U.S. Dist. LEXIS 5674 (sex discrimination class action, D. Minn. Mar. 31, 2005), *Jenson v. Eveleth Taconite Co.*, 130 F.3d 1287 (8th Cir. 1997) (sexual harassment class action); *Kirkvold et al. v. Dakota Pork Industries, Inc., et al.*, Court File No. Civ. 97-4166 (WARN Act class action; settled in 1999) *In re NT Liquidation, Inc.*, *In re CML Group, Inc.*, Case Nos. 98-48196 and 98-48197 (W.D. Mass. 2001) (WARN Act class action). At Halunen, she also worked on employment and consumer class action cases prior to focusing on whistleblower and False Claims Act litigation.

Ms. Coler has been certified as a Labor and Employment Law Specialist by the Minnesota State Bar Association and is AV Preeminent Rated through the Martindale-Hubbell Peer Review ratings.

Ms. Coler often speaks at local, regional, and national legal conferences on employment law, whistleblower-related topics and the False Claims Act. She is an active member of the National

Employment Lawyers' Association and a past President of its Minnesota chapter. She is also active in Taxpayers Against Fraud, a national organization of False Claims Act lawyers.

Ms. Coler has been selected by her peers and named a "Super Lawyer" every year since 2008.

**Education:**

- Northwestern University, Chicago, IL, J.D. (*cum laude*)
  - Order of the Coif
- Mundelein College, B.A. (*summa cum laude*)

**Bar Admissions:**

- Minnesota
- Illinois

**Professional Associations and Memberships:**

- Tax Payers Against Fraud (TAF)
- National Employment Lawyers Association (NELA)
- NELA – Minnesota Chapter
- Federal Bar Association
- MSBA Certified Labor and Employment Law Specialist

**Honors and Awards:**

- Karla Wahl Dedicated Advocacy Award, 2015 (NELA, Minnesota Chapter)
- Super Lawyers

**Published Works:**

- "Handling Class Actions under the ADEA", (Co-Author with Laurie A. McCann, Cathy Ventrell-Monsees), Employee Rights and Employment Law Journal (Chicago-Kent College of Law/Illinois Institute of Technology), Vol. 10, Number 2, 2006

**CHRISTOPHER J. MORELAND**

Christopher Moreland is currently a Partner at the Minneapolis firm, MJSB Employment Justice, LLP. While a Partner at Halunen Law through the fall of 2021, Mr. Moreland led the class action and employment litigation teams responsible for a number of the cases identified above. Mr. Moreland's prior experience includes 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 includes 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 Minnesota legal community, he has served on the Board of Governors and Amicus Committee for the Minnesota Association for Justice, and was recently selected to the Board of the Minnesota Chapter of the National Employment Lawyers Association.

On several occasions, Chris has been selected by his peers as a Super Lawyer.

**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
- U.S. District Court, District of North Dakota
- Eighth Circuit Court of Appeals

**Professional Associations and Memberships:**

- Minnesota Association for Justice
- National Employment Lawyers Association – Minnesota Chapter
- Federal Bar Association
- American Association for Justice
- Public Justice Foundation
- Minnesota State Bar Association

**Honors and Awards:**

- Super Lawyers

**CHARLES D. MOORE**

Mr. Moore is currently an attorney with Reese, LLP, which has offices in New York and California. He focuses on both consumer and employment class actions.

As an attorney on the Halunen Law class action team from 2014 to 2021, Mr. Moore focused on consumer and employment class actions. 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).

**Education:**

- Hamline University School of Law, J.D.
  - Certificate in International Negotiation, The University of Hong Kong
  - Certificate in International Arbitration, Queen Mary University of London
  - Certificate in Advocacy and Problem-Solving, Hamline University
  - William C. Vis International Commercial Arbitration Moot Competition
- University of North Dakota, B.A. Journalism

**Bar Admissions:**

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

**Professional Associations and Memberships:**

- Minnesota Association for Justice
- Federal Bar Association

**Honors and Awards:**

- Super Lawyers Rising Star

## EXHIBIT 4

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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 STEVIE  
HEMPHILL RE: ADEQUACY AS A  
CLASS REPRESENTATIVE**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

1 I, Stevie Hemphill, declare as follows:

2 1. I am a named plaintiff in the above-captioned action.

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

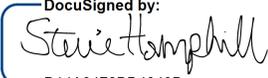
5 3. To the best of my recollection, I purchased TrueSTREAM service in California for  
6 residential use from approximately July 2015 to October 2020. During that time, I had the 6.0Mbps  
7 TrueSTREAM package.

8 4. During that time, and throughout the time during which I had TrueSTREAM  
9 service, I maintained a standard copper based-phone line from AT&T, and a phone number with  
10 the area code (213).

11 5. To the best of my knowledge, I have no interests that conflict with the interests of  
12 the other Class Members.

13 6. During my time as a named class representative in this litigation, Counsel has kept  
14 me apprised of its progress, and I have stayed informed of the proceedings to the best of my  
15 abilities. I have been given the opportunity to review and agree to all of the requisite court filings.

16 I declare under penalty of perjury under the laws of the United States of America that the  
17 foregoing is true and correct. Executed on 5/2/2022, at Los Angeles, Californi  
[date] [city] a [state].

18 DocuSigned by:  
19   
By: Stevie Hemphill  
20 B14A0472BB4049B

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28

# EXHIBIT 5

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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 LINDA GOMEZ  
RE: ADEQUACY AS A CLASS  
REPRESENTATIVE**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

1 I, Linda Gomez, declare as follows:

2 1. I am a named plaintiff in the above-captioned action.

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

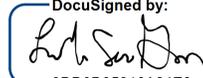
5 3. To the best of my recollection, I purchased TrueSTREAM service in California for  
6 residential use from approximately 2010 to December 2018. During that time, I had the 6.0Mbps  
7 TrueSTREAM package.

8 4. During that time, and throughout the time during which I had TrueSTREAM  
9 service, I maintained a standard copper based-phone line from AT&T, and a phone number with  
10 the area code (714).

11 5. To the best of my knowledge, I have no interests that conflict with the interests of  
12 the other Class Members.

13 6. During my time as a named class representative in this litigation, Counsel has kept  
14 me apprised of its progress, and I have stayed informed of the proceedings to the best of my  
15 abilities. I have been given the opportunity to review and agree to all of the requisite court filings.

16 I declare under penalty of perjury under the laws of the United States of America that the  
17 foregoing is true and correct. Executed on 5/2/2022, at Nampa, Idaho.  
[date] [city] [state]

18 DocuSigned by:  
19   
20 By: Linda Gomez  
0DD095316A24E8...

## EXHIBIT 6

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10 *Counsel for Plaintiffs Stevie Hemphill*  
11 *and Linda Gomez and the Proposed Class*

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

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

17 Plaintiffs,

18 v.

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

21 Defendants.  
22  
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Case No. 18STCV08068

**DECLARATION OF JAMES PRUTSMAN**

1 I, James Prutsman, declare as follows:

2 1. I am Senior Director at Kroll Settlement Administration (“Kroll”) f/k/a Heffler  
3 Claims Group LLC. This declaration is supplemental to the declaration I filed on November 1,  
4 2021.

5 **ANTICIPATED RESPONSE**

6 2. In a declaratory settlement that Kroll administered, *People of California v.*  
7 *Stamps.com*, there were 36,485 settling individuals. We received 3,107 claims, which represents  
8 a 9% response rate. Like this Settlement, the claims process was relatively simple and the relief  
9 was based upon the length of time that an individual was a customer of Stamps.com. However,  
10 unlike this Settlement, a claimant did need to provide proof of the length of subscription if they  
11 disputed the calculated relief.

12 3. In a separate settlement in the State of Arkansas, *Keener v. Shelter Mutual*  
13 *Insurance*, there were 5,316 class members. Unlike this Settlement, claimants had to provide  
14 substantial documentation to support their claim including Adjuster Summaries and loss details.  
15 In the *Keener* settlement, Kroll received 259 claims representing a 5% response rate.

16 4. Based upon these prior administrations which utilized direct contact information  
17 for notice, the ease of filing a Claim in this Settlement, the relief available, and other factors  
18 associated with this Settlement, I would estimate a 13% response rate from the class. This would  
19 be around 480 claims received from a class of approximately 3,700 individuals.

20 5. However, with any case that has a small class, I expect that the actual response  
21 rate will vary substantially. It will not take many Claims for the response rate on a percentage  
22 basis to go up or down significantly.

23 I declare under penalty of perjury that the foregoing is true and correct.

24 Executed on April 3, 2022, in Pagosa Springs, Colorado.

25  
26   
27 James Prutsman  
28

# EXHIBIT 7

1 FLETCHER C. ALFORD (SBN: 152314)  
*falford@grsm.com*  
2 A. LOUIS DORNY (SBN: 212054)  
*ldorny@grsm.com*  
3 PATRICK J. MULKERN (SBN: 307272)  
*pmulkern@grsm.com*  
4 GORDON REES SCULLY MANSUKHANI, LLP  
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Telephone: (415) 875-3115  
6 Facsimile: (415) 986-8054  
7 Attorneys for Defendants  
TELECOM EVOLUTIONS, LLC  
8 and QUALITY SPEAKS LLC

9  
10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

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

14 Plaintiffs,

15 v.

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

18 Defendants.  
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Case No. 18STCV08068

**DECLARATION OF A. LOUIS DORNY  
RE: USE OF SPANISH LANGUAGE IN  
CLASS NOTICE**

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 an attorney at the law firm of Gordon Rees Scully Mansukhani, LLP, which  
3 is counsel of record for Defendants Telecom Evolutions, LLC, and Quality Speaks LLC (together,  
4 “Defendants”) in the above-captioned action.

5 2. The facts set forth in this declaration are based on information I obtained from  
6 Defendants in connection with this action, and I could competently testify to them if called upon  
7 to do so.

8 3. Upon my inquiry, I am informed by Defendants that they do not advertise Spanish  
9 language support and do not seek to hire bi-lingual reps, as they rarely get anyone who requests to  
10 speak in any language other than English.

11 4. Based on this representation by my clients, this particular case does not warrant  
12 Spanish translation of the Class Notice.

13 I declare under penalty of perjury under the laws of the United States of America that the  
14 foregoing is true and correct. Executed on May 2, 2022, at Los Angeles, California.

15  
16 By:   
17 A. Louis Dorny

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## EXHIBIT 8

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17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

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

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF STEVIE  
HEMPHILL RE: LACK OF INTEREST  
IN NON-PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

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I, Stevie Hemphill, declare as follows:

1. I am a named plaintiff in the above-captioned action.

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

3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive any unclaimed funds from the parties' class action settlement under California Code of Civil Procedure section 384.

4. I do not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 5/2/2022, at Los Angeles, California.  
[date] [city] [state]

DocuSigned by:  
Stevie Hemphill  
By: Stevie Hemphill  
D14A0472BD4949B

## EXHIBIT 9

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

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17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

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

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF LINDA GOMEZ  
RE: LACK OF INTEREST IN NON-  
PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

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I, Linda Gomez, declare as follows:

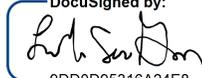
1. I am a named plaintiff in the above-captioned action.

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

3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive any unclaimed funds from the parties' class action settlement under California Code of Civil Procedure section 384.

4. I do not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 5/2/2022, at Nampa, Idaho.  
[date] [city] [state]

DocuSigned by:  
  
By: Linda Gomez  
9DD0B05316A24E8...

## EXHIBIT 10

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

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17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

26 TELECOM EVOLUTIONS, LLC, *a*  
*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 I 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. I have no interest in National Consumer Law Center.

25 I declare under penalty of perjury under the laws of the United States of America that the  
26 foregoing is true and correct. Executed on May 3, 2022, at Williamson, Georgia.

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

28

# EXHIBIT 11

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Facsimile: (612) 605-4099

17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

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

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF MICHAEL R.  
REESE RE: LACK OF INTEREST IN  
NON-PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

1 I, Michael R. Reese, declare as follows:

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

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

6 3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have  
7 mutually agreed upon National Consumer Law Center as the non-profit organization that should  
8 receive any unclaimed funds from the parties’ class action settlement under California Code of  
9 Civil Procedure section 384.

10 4. I do not have any interest in National Consumer Law Center.

11  
12 I declare under penalty of perjury under the laws of the United States of America that the  
13 foregoing is true and correct. Executed on 5/3/2022, at New York, New York.  
14 [date] [city] [state]

15 DocuSigned by:  
*Michael Reese*  
By: 47370CE8E501475...  
16 Michael R. Reese

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## EXHIBIT 12

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

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

5 Michael R. Reese (State Bar No. 206773)  
*mreese@reesellp.com*

6 **REESE LLP**  
100 West 93rd Street, 16th Floor  
7 New York, New York 10025  
Telephone: (212) 643-0500  
8 Facsimile: (212) 253-4272

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

10 **REESE LLP**  
100 South 5th Street, Suite 1900  
11 Minneapolis, Minnesota 55402  
Telephone: (212) 643-0500  
12 Facsimile: (212) 253-4272

13 Clayton D. Halunen (admitted *pro hac vice*)  
*halunen@halunenlaw.com*

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

17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

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

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF CHARLES D.  
MOORE RE: LACK OF INTEREST IN  
NON-PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

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I, Charles D. Moore, declare as follows:

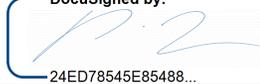
1. I am an attorney at the law firm of Reese LLP, which is counsel for Plaintiffs Stevie Hemphill and Linda Gomez in the above-captioned action (“Plaintiffs”).

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

3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive any unclaimed funds from the parties’ class action settlement under California Code of Civil Procedure section 384.

4. I do not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 5/2/2022, at Minneapolis MN.  
[date] [city] [state]

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

## EXHIBIT 13

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

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

5 Michael R. Reese (State Bar No. 206773)  
*mreese@reesellp.com*

6 **REESE LLP**  
100 West 93rd Street, 16th Floor  
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Telephone: (212) 643-0500  
8 Facsimile: (212) 253-4272

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

10 **REESE LLP**  
100 South 5th Street, Suite 1900  
11 Minneapolis, Minnesota 55402  
Telephone: (212) 643-0500  
12 Facsimile: (212) 253-4272

13 Clayton D. Halunen (admitted *pro hac vice*)  
*halunen@halunenlaw.com*

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

17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

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

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF CLAYTON D.  
HALUNEN RE: LACK OF INTEREST IN  
NON-PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

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I, Clayton D. Halunen, declare as follows:

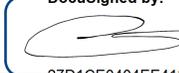
1. I am the Managing Partner at the law firm of Halunen Law, which is counsel for Plaintiffs Stevie Hemphill and Linda Gomez in the above-captioned action (“Plaintiffs”).

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

3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive any unclaimed funds from the parties’ class action settlement under California Code of Civil Procedure section 384.

4. I do not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 5/2/2022, at Minneapolis, MN.  
[date] [city] [state]

DocuSigned by:  
  
By: Clayton D. Halunen  
27D16E9404EE413...

## EXHIBIT 14

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
2 [falford@grsm.com](mailto:falford@grsm.com)  
3 A. LOUIS DORNY (SBN: 212054)  
4 [ldorny@grsm.com](mailto:ldorny@grsm.com)  
5 PATRICK J. MULKERN (SBN: 307272)  
6 [pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
7 GORDON REES SCULLY MANSUKHANI, LLP  
8 275 Battery Street, Suite 2000  
9 San Francisco, CA 94111  
10 Telephone: (415) 875-3115  
11 Facsimile: (415) 986-8054

12 Attorneys for Defendants  
13 TELECOM EVOLUTIONS, LLC  
14 and QUALITY SPEAKS LLC

15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF LOS ANGELES

17 RONALD CHINITZ, individually and on  
18 behalf of all others similarly situated,

19 Plaintiff,

20 v.

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

25 Defendants.

) CASE NO. 18STCV08068

)  
) **DECLARATION OF TELECOM**  
) **EVOLUTIONS, LLC RE: LACK OF**  
) **INTEREST IN NON-PROFIT**  
) **ORGANIZATIONS [CAL. CIV.**  
) **PROC. CODE § 384]**

) Date Action Filed: 12/12/2018

26 I, James Murphy, declare as follows:

27 1. I am the Chief Executive Officer for Defendant TELECOM EVOLUTIONS,  
28 LLC.

29 2. I respectfully submit this declaration to identify an organization that Plaintiffs and  
30 Defendants propose should receive the unclaimed funds pursuant to California Code of Civil  
31 Procedure Section 384 and to state whether Defendant Telecom Evolutions, LLC has any  
32 interest in the organization.

33 3. The facts set forth in this declaration are based on my personal knowledge and  
34 investigation, and I could competently testify to them if called upon to do so.

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

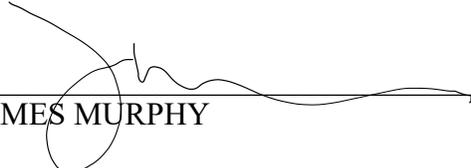
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4. Plaintiffs and Defendants have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive the unclaimed funds under California Code of Civil Procedure Section 384.

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

6. Telecom Evolutions, LLC does not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on May 2, 2022, at Northridge, California.

  
\_\_\_\_\_  
JAMES MURPHY

## EXHIBIT 15

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
2 [falford@grsm.com](mailto:falford@grsm.com)  
3 A. LOUIS DORNY (SBN: 212054)  
4 [ldorny@grsm.com](mailto:ldorny@grsm.com)  
5 PATRICK J. MULKERN (SBN: 307272)  
6 [pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
7 GORDON REES SCULLY MANSUKHANI, LLP  
8 275 Battery Street, Suite 2000  
9 San Francisco, CA 94111  
10 Telephone: (415) 875-3115  
11 Facsimile: (415) 986-8054

12 Attorneys for Defendants  
13 TELECOM EVOLUTIONS, LLC  
14 and QUALITY SPEAKS LLC

15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF LOS ANGELES

17 RONALD CHINITZ, individually and on )  
18 behalf of all others similarly situated, )

19 Plaintiff, )

20 v. )

21 TELECOM EVOLUTIONS, LLC, a )  
22 California limited liability company, and )  
23 QUALITY SPEAKS LLC, a California )  
24 limited liability company, )

25 Defendants. )

CASE NO. 18STCV08068

**DECLARATION OF QUALITY  
SPEAKS, LLC RE: LACK OF  
INTEREST IN NON-PROFIT  
ORGANIZATIONS [CAL. CIV.  
PROC. CODE § 384]**

Date Action Filed: 12/12/2018

26 I, James Murphy, declare as follows:

- 27 1. I am the Chief Executive Officer for Defendant QUALITY SPEAKS, LLC.
- 28 2. I respectfully submit this declaration to identify an organization that Plaintiffs and Defendants propose should receive the unclaimed funds pursuant to California Code of Civil Procedure Section 384 and to state whether Defendant Quality Speaks, LLC has any interest in the organization.
3. The facts set forth in this declaration are based on my personal knowledge and investigation, and I could competently testify to them if called upon to do so.

///

///

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

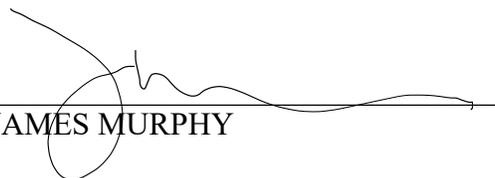
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4. Plaintiffs and Defendants have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive the unclaimed funds under California Code of Civil Procedure Section 384.

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

6. Quality Speaks, LLC does not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on May 2, 2022, at Northridge, California.

  
JAMES MURPHY

## EXHIBIT 16

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
2 [falford@grsm.com](mailto:falford@grsm.com)  
3 A. LOUIS DORNY (SBN: 212054)  
4 [ldorny@grsm.com](mailto:ldorny@grsm.com)  
5 PATRICK J. MULKERN (SBN: 307272)  
6 [pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
7 GORDON REES SCULLY MANSUKHANI, LLP  
8 275 Battery Street, Suite 2000  
9 San Francisco, CA 94111  
10 Telephone: (415) 875-3115  
11 Facsimile: (415) 986-8054

12 Attorneys for Defendants  
13 TELECOM EVOLUTIONS, LLC  
14 and QUALITY SPEAKS LLC

15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF LOS ANGELES

17 RONALD CHINITZ, individually and on )  
18 behalf of all others similarly situated, )

19 Plaintiff, )

20 v. )

21 TELECOM EVOLUTIONS, LLC, a )  
22 California limited liability company, and )  
23 QUALITY SPEAKS LLC, a California )  
24 limited liability company, )

25 Defendants. )

CASE NO. 18STCV08068

**DECLARATION OF FLETCHER C.  
ALFORD RE: LACK OF INTEREST  
IN NON-PROFIT ORGANIZATIONS  
[CAL.CIV.PROC. CODE § 384]**

Date Action Filed: 12/12/2018

26 I, Fletcher C. Alford, declare as follows:

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

2. I am a member in good standing of the bar of the State of California, as well as  
the bars of the United States Supreme Court, the United States Court of Appeals for the Ninth  
Circuit, the United States Court of Appeals for the Fourth Circuit, the United States Court of  
Appeals for the Second Circuit, and, the United States District Courts for the Central District

1 of California, Southern District of California, Northern District of California, Eastern District  
2 of California, and Western District of Washington.

3 3. I respectfully submit this declaration to identify an organization that Plaintiffs and  
4 Defendants Telecom Evolutions, LLC and Quality Speaks LLC (together, "Defendants")  
5 propose should receive the unclaimed funds pursuant to California Code of Civil Procedure  
6 section 384 and to state whether counsel for Defendants has any interest in the organization.

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

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

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

16 7. I do not have any financial or other interest in National Consumer Law Center.

17 8. Neither of the named Defendants has any financial or other interest in National  
18 Consumer Law Center.

19 I declare under penalty of perjury under the laws of the United States of America that the  
20 foregoing is true and correct. Executed on March 22, 2022, at Newcastle, California.

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24 FLETCHER C. ALFORD  
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## EXHIBIT 17

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
2 [falford@grsm.com](mailto:falford@grsm.com)  
3 A. LOUIS DORNY (SBN: 212054)  
4 [ldorny@grsm.com](mailto:ldorny@grsm.com)  
5 PATRICK J. MULKERN (SBN: 307272)  
6 [pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
7 GORDON REES SCULLY MANSUKHANI, LLP  
8 275 Battery Street, Suite 2000  
9 San Francisco, CA 94111  
10 Telephone: (415) 875-3115  
11 Facsimile: (415) 986-8054  
12  
13 Attorneys for Defendants  
14 TELECOM EVOLUTIONS, LLC  
15 and QUALITY SPEAKS LLC

16 SUPERIOR COURT OF CALIFORNIA

17 COUNTY OF LOS ANGELES

18 RONALD CHINITZ, individually and on ) CASE NO. 18STCV08068  
19 behalf of all others similarly situated, )  
20 )  
21 Plaintiff, ) **DECLARATION OF A. LOUIS**  
22 ) **DORNY RE: LACK OF INTEREST**  
23 v. ) **IN NON-PROFIT ORGANIZATIONS**  
24 ) **[CAL.CIV.PROC. CODE § 384]**  
25 )  
26 TELECOM EVOLUTIONS, LLC, a )  
27 California limited liability company, and ) Date Action Filed: 12/12/2018  
28 QUALITY SPEAKS LLC, a California )  
limited liability company, )  
Defendants. )

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  
3 is counsel for Defendants TELECOM EVOLUTIONS, LLC and QUALITY SPEAKS LLC in  
4 the above-captioned action (“Defendants”).

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

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

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

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

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

14          7.       I have no any interest in the National Consumer Law Center.

15          8.       Neither of the named Defendants has any interest in National Consumer Law  
16 Center.

17               I declare under penalty of perjury under the laws of the United States of America that the  
18 foregoing is true and correct. Executed on March 22, 2022, at South Pasadena, California.

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---

A. LOUIS DORNY

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani, LLP, 633 West Fifth Street, 52<sup>nd</sup> Floor, Los Angeles, CA 90071. On the date below, I served the within documents:

**DECLARATION OF A. LOUIS DORNY RE: LACK OF INTEREST IN NON-PROFIT ORGANIZATIONS [CAL.CIV.PROC. CODE § 384]**

- by transmitting via electronic mail the document(s) listed above to the email address(es) set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FedEx as part of the ordinary business practices of Gordon & Rees LLP described below, addressed as follows:

Michael R. Reese Reese LLP 100 W 93rd Street, 16 <sup>th</sup> Floor New York, NY 10025 Phone: (212) 643-0500 Fax: (212) 253-4272 Email: <a href="mailto:mreese@reesellp.com">mreese@reesellp.com</a>	George V. Granade Reese LLP 8484 Wilshire Blvd., Suite 515 Los Angeles, CA 90211 Phone: (212) 643-0500 Fax: (212) 253-4272 Email: <a href="mailto:ggranade@reesellp.com">ggranade@reesellp.com</a>
Charles D. Moore Reese LLP 100 South 5th Street, Suite 1900 Minneapolis, MN 55402 Phone: (212) 643-0500 Fax: (212) 253-4272 Email: <a href="mailto:cmoore@reesellp.com">cmoore@reesellp.com</a>	Christopher J. Moreland Halunen Law 1650 IDS Center 80 South Eighth Street Minneapolis, MN 55402 Phone: 612-260-5383 Fax: 612-605-4099 Email: <a href="mailto:moreland@halunenlaw.com">moreland@halunenlaw.com</a>

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 22, 2022 at Covina, California.



ERIKA FACUNDO

## EXHIBIT 18

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
2 [falford@grsm.com](mailto:falford@grsm.com)  
3 A. LOUIS DORNY (SBN: 212054)  
4 [ldorny@grsm.com](mailto:ldorny@grsm.com)  
5 PATRICK J. MULKERN (SBN: 307272)  
6 [pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
7 GORDON REES SCULLY MANSUKHANI, LLP  
8 275 Battery Street, Suite 2000  
9 San Francisco, CA 94111  
10 Telephone: (415) 875-3115  
11 Facsimile: (415) 986-8054

12 Attorneys for Defendants  
13 TELECOM EVOLUTIONS, LLC  
14 and QUALITY SPEAKS LLC

15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF LOS ANGELES

17 RONALD CHINITZ, individually and on )  
18 behalf of all others similarly situated, )

19 Plaintiff, )

20 v. )

21 TELECOM EVOLUTIONS, LLC, a )  
22 California limited liability company, and )  
23 QUALITY SPEAKS LLC, a California )  
24 limited liability company, )

25 Defendants. )

CASE NO. 18STCV08068

**DECLARATION OF PATRICK J.  
MULKERN RE: LACK OF  
INTEREST IN NON-PROFIT  
ORGANIZATIONS [CAL. CIV.  
PROC. CODE § 384]**

Date Action Filed: 12/12/2018

26 I, Patrick J. Mulkern, declare as follows:

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

29 2. I am a member in good standing of the bars of the States of California and  
Connecticut and the Commonwealth of Massachusetts, as well as the United States Courts of  
Appeals for the Ninth Circuit and the United States District Courts for the Central District of  
California, Southern District of California, Northern District of California, Eastern District of  
California, and the District of Connecticut.

///

1           3.       I respectfully submit this declaration to identify an organization that Plaintiffs and  
2 Defendants propose should receive the unclaimed funds pursuant to California Code of Civil  
3 Procedure Section 384 and to state whether counsel for Defendants has any interest in the  
4 organization.

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

7           5.       Plaintiffs and Defendants have mutually agreed upon National Consumer Law  
8 Center as the non-profit organization that should receive the unclaimed funds under California  
9 Code of Civil Procedure Section 384.

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

14          7.       I do not have any interest in National Consumer Law Center.

15          8.       Neither of the named Defendants has any interest in National Consumer Law  
16 Center.

17               I declare under penalty of perjury under the laws of the United States of America and the  
18 State of California that the foregoing is true and correct. Executed on March 22, 2022, at Clinton,  
19 Connecticut.

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PATRICK J. MULKERN

# 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

## **AMENDED SETTLEMENT AGREEMENT AND RELEASE**

### **I. INTRODUCTION**

**A.** This **Settlement Agreement and Release** (“Agreement”) is made and entered into as of May 2, 2022, by and between **STEVIE HEMPHILL** and **LINDA GOMEZ** (hereinafter referred to as “Plaintiffs” or “Class Representatives”), on behalf of themselves and on behalf of the Certified Class they represent, and **TELECOM EVOLUTIONS, LLC** and **QUALITY SPEAKS, LLC** (“Defendants”). All capitalized terms are defined herein.

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

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

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

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

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

## **II. RECITALS**

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

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

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

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

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

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

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

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

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

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

### **III. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Angeles.

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

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

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

**P. “Effective Date”** means the later of:

1. First calendar day after the Final Approval of this Agreement becomes final and unappealable; or

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

**Q. “Final Approval”** means the Court’s order granting final approval of this Settlement, 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](http://www.fiberopticsettlement.com) that will include information about the Action and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Long Form Notice, Short Form Notice, and Claim Form.

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

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

#### **IV. RELIEF AND BENEFITS**

##### **A. Nonmonetary Relief.**

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

central office and their home.

**B. Distribution of Settlement.**

1. Monetary Benefits to Class Members.

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

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

- i. For those Class Members who ordered the TrueStream 768 package, this amounts to \$5.00 per month.
- ii. For those Class Members who ordered the TrueStream 1.5 package, this amounts to \$8.00 per month.
- iii. For those Class Members who ordered the TrueStream 3.0 package, this amounts to \$13.00 per month.
- iv. For those Class Members who ordered the TrueStream 6.0 package, this amounts to \$13.00 per month.

2. Eligibility to Obtain Payment

a. To be eligible for either a cash payment, a Class Member must

submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

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

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

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

determine a Claim Form's validity. Where a good faith basis exists, the Settlement Administrator may reject a Class Member's Claim Form for, among other reasons, the following:

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

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

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

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

limited to, attempting to follow up with the Claimant to gather additional information if necessary. If the Claim Form defect cannot be cured, the Claim Form will be rejected.

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

3. *Distribution to Class Members.*

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

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

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

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

e. Class Members shall have one hundred and eighty (180) days from

the date on which checks are mailed to negotiate their checks. Checks not negotiated within this one hundred and eighty (180) day period will expire on the first day after the period ends.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Defendants recommend Kroll LLC to be the Settlement Administrator for this Agreement,

without objection from Class Counsel. A copy of Kroll LLC's CV is attached as Exhibit D. Defendants reserve the right to select a different Settlement Administrator if necessary, and prior to filing a Motion for Preliminary Approval, subject to Class Counsel's approval, which shall not be unreasonably withheld. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

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

**B. Class Notice.**

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

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

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

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

5. For all Class Members for whom the email notice was returned

undeliverable or for whom an email address was not available on the Class List, they will receive mailed notice via a postcard. The reverse side of the postcard shall contain a Claim Form with return postage.

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

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

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

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

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

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

limited to:

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

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

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

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

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

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

**D. Claims Process Duties.** The Settlement Administrator shall be responsible for

implementing the terms of the Claim Process and related administrative activities, including communications with Class Members concerning the Settlement, Claim Process, and the options they have. Claims Process duties include, but are not limited to:

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

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

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

allowed, including determining whether a Claim by any Settlement Class Member is timely, complete, and valid;

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

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

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

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

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

**G. Claims Payment Duties.** The Settlement Administrator shall be responsible for sending cash payments to all eligible Class Members with valid, timely, and approved Claims

pursuant to the terms and conditions of this Agreement. Claim Payment duties include, but are not limited to:

1. sending cash payments to Settlement Claim Members who submitted timely, valid, and approved Claim Forms; and

2. once cash payment distributions have commenced to the Class Members pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Defendants' Counsel that includes, but is not limited to, the number of cash awards paid and their value.

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

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

**J. Right to Request Claims Information.** Class Counsel and Defendants' Counsel shall have the right to receive information regarding the number and type of Claim Forms received

by the Settlement Administrator at any time upon reasonable notice.

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

## **VI. OBJECTION AND REQUESTS FOR EXCLUSION**

### **A. Right to Opt Out.**

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

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

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

excluded from the Settlement Class.

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

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

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

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

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

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

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

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

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

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

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

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

6. Any objection regarding or related to the settlement contemplated in this

Agreement shall contain information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any) and a clear and concise statement of the Class Member's objection.

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

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

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

accordance with the provisions of this Settlement Agreement or (ii) alternatively, appearing at the Final Approval Hearing and asking to speak regarding their objection.

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

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

## VII. RELEASE OF CLAIMS

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

respective officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, lenders, equity owners, and investors, individually, jointly, and severally (collectively, “Released Parties”) from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action 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 March 1, 2015, 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, 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, 16<sup>th</sup> Floor  
New York, New York 10025  
Tel.: 212-643-0500  
Fax.: 212-253-4272  
[mreese@reesellp.com](mailto: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](mailto:ggranade@reesellp.com)

Charles D. Moore, Esq.  
Reese LLP  
100 South 5th Street, Suite 1900  
Minneapolis, Minnesota 55402  
Tel.: 212-643-0500

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](mailto:falford@grsm.com)  
[ldorny@grsm.com](mailto:ldorny@grsm.com)

Fax.: 212-253-4272  
[cmoore@reesellp.com](mailto:cmoore@reesellp.com)

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

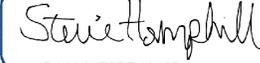
**M. Amendments.** This Agreement may be amended in writing and by mutual agreement of the Parties' counsel in order to effectuate its terms, subject to approval of the Court

to any such amendments.

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

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

Dated: 5/2/2022 \_\_\_\_\_

DocuSigned by:  
  
D14A0472BD4949B...  
\_\_\_\_\_ **STEVIE HEMPHILL**

Dated: \_\_\_\_\_

\_\_\_\_\_ **LINDA GOMEZ**

to any such amendments.

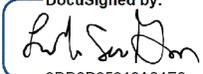
N. **Attorney Fees and Costs.** Except as otherwise specifically provided herein, each Party shall bear his or their, or its own attorney fees and costs.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
**STEVIE HEMPHILL**

Dated: 5/2/2022  
\_\_\_\_\_

DocuSigned by:  
  
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\_\_\_\_\_  
**LINDA GOMEZ**

*Approved as to form and content:*

Dated: 5/2/2022

Dated: 5/2/2022

Dated: 5/2/2022

Dated: \_\_\_\_\_

DocuSigned by:  
*Michael Reese*  
47370CE8E501475...

**MICHAEL R. REESE**  
Proposed Class Counsel

DocuSigned by:  
*George Granade*  
DAF32E115E3F4A6...

**GEORGE V. GRANADE**  
Proposed Class Counsel

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

**CHARLES D. MOORE**  
Proposed Class Counsel

\_\_\_\_\_  
**CLAYTON D. HALUNEN**  
Proposed Class Counsel

*Approved as to form and content:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
**MICHAEL R. REESE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**GEORGE V. GRANADE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CHARLES D. MOORE**  
Proposed Class Counsel

Dated: 5/2/2022  
\_\_\_\_\_

DocuSigned by:



27D1CE0404EE413...

\_\_\_\_\_  
**CLAYTON D. HALUNEN**  
Proposed Class Counsel

Dated: 5/2/22

**TELECOM EVOLUTIONS, LLC**

By: \_\_\_\_\_

James Murphy - CEO

Printed Name & Title

Dated: 5/2/22

**QUALITY SPEAKS, LLC**

By: \_\_\_\_\_

James Murphy - CEO

Printed Name & Title

*Approved as to form and content:*

Dated: May 2, 2022

**COUNSEL FOR DEFENDANT**

By: \_\_\_\_\_

A. Louis Dorny, Counsel of Record

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. In Section B of this Claim Form, list all of the DSL Extreme TrueSTREAM service packages that you purchased and the related dates of purchase. Additionally, provide the phone number associated with your TrueSTREAM service.

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

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

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

Your claim must  
be postmarked by:  
**XXXX XX, 2022**

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

**BBG**  
**Claim Form**

**SECTION A: NAME AND CONTACT INFORMATION**

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

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Phone Number**

**E-Mail Address**

**SECTION B: SERVICE INFORMATION**

Provide the following information regarding your service:

Phone Number Associated with TrueSTREAM Service.

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

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

Select all that apply:

<b>TrueSTREAM Service Package</b>	<b>Date Service Began (MM/YY)</b>	<b>Date Service Ended (MM/YY)</b>
<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  
**GET A PREPAID MASTERCARD**

 **PayPal**  
No bank account required ⓘ  
**USE PAYPAL**

 **venmo**  
No bank account required ⓘ  
**USE VENMO**

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

 **zelle**  
Direct to your bank account ⓘ  
**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.

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**SECTION C: ATTESTATION UNDER PENALTY OF PERJURY**

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

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

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

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

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

Signature

Date

Print Name

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

# **EXHIBIT B**

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

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

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

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

QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

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

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, [www.fiberopticsettlement.com](http://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](http://WWW.FIBEROPTICSETTLEMENT.COM)**

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**1. Why was this notice issued?**

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

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

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

**2. What is this lawsuit about?**

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

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

**3. Why is this a class action?**

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

**4. Why is there a Settlement?**

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

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

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

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

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

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

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

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

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

## SETTLEMENT BENEFITS

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

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

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

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

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

determined as follows:

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

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

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

**Class Members' Releases and Waivers of Claims.** Two hundred seventy (270) calendar days after the Effective Date, for the Class Members' benefit and for other good and valuable consideration under terms of this Settlement, the receipt and sufficiency of which is hereby acknowledged, all Class Members (including the Class Representatives), and each of their respective present, former, and future spouses, heirs, executors, trustees, guardians, wards, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, affiliates, parents, subsidiaries, corporate family members, officers, directors, employees, members, member entities, shareholders, principals, vendors, and insurers, individually, jointly, and severally, and all those acting or purporting to act on their behalf, shall be deemed to fully and forever release, waive, acquit, and discharge Defendants, its insurers, its present, former, and future successors, assigns, affiliates, lenders, equity owners, investors, parents, subsidiaries, and corporate family members, and each of their respective officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, lenders, equity owners, and investors, individually, jointly, and severally (collectively, "Released Parties") from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action 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 March 1, 2015, to the Preliminary Approval date **[INSERT DATE OF PRELIMINARY APPROVAL]** ("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, even if the Class Members never received actual notice

**QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

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.

#### 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](http://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](http://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.

#### IF YOU DO NOTHING

##### 13. **What happens if I do nothing at all?**

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

**QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

**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.

**OBJECTING TO THE SETTLEMENT**

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

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

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

**Any written objection must include:** (a) a caption or title that identifies it as “Objection to Class Settlement in *Chinitz v. Telecom Evolutions, LLC*, Los Angeles Superior Court, Case No. 18STCV08068”; (b) information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any); (c) a clear and concise statement of the Class Member’s objection; and (d) documents sufficient to establish the basis for the objector’s standing as a Class Member, such as (1) a declaration signed by the objector under penalty of perjury that the objector purchased one or more of the four covered TrueSTREAM internet service packages (namely, 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb)

**QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

during the Class Period, had an AT&T phone line concurrent with each month their TrueSTREAM service was purchased through DSL Extreme, and resided within and had a phone line with one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; or (2) documents reflecting such TrueSTREAM package, landline, and area code. The objection must be in writing and personally signed by the Class Member (and his or her attorney, if individually represented).

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

**18. What is the difference between objecting and excluding?**

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

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

**19. Do I have a lawyer in this case?**

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

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

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

**20. How will the lawyers be paid?**

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

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

THE COURT’S FINAL APPROVAL HEARING

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

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

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

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

County courthouses.

The hearing may be held virtually and may be moved to a different date or time without additional notice. You may check the Settlement Website, [www.fiberopticsettlement.com](http://www.fiberopticsettlement.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 a written objection, you do not have to come to Court to talk about it. Regardless of whether the requirements for written objections listed in Section 17 above have been met, the Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. You may also pay your own lawyer to attend, but it is not necessary.

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

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

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

GETTING MORE INFORMATION

24. **How do I get more information?**

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

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

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

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

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

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

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

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

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

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

**CLICK HERE TO SUBMIT A CLAIM**

**How do I make a claim?** You may make a Claim for Settlement relief by (1) submitting a Claim Form online at [www.fiberopticsettlement.com](http://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](http://www.fiberopticsettlement.com) or by calling [\[insert hotline phone number\]](#).

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

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

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

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

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

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

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

**More information** is available at [www.fiberopticsettlement.com](http://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](http://www.fiberopticsettlement.com); (2) mailing the Claim Form to the Settlement Administrator at [insert administrator address]; or (3) completing and mailing the Claim Form accompanying this postcard to the Settlement Administrator. **YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

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

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

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

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

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

Chinitz v. Telecom Evolutions, LLC  
Class Action Administrator

PO Box XXXX

Portland, OR 97208-XXXX

FIRST-CLASS MAIL

U.S. POSTAGE  
PAID

Portland, OR

## **Court-Ordered Legal Notice**

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

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

## Important Notice about a Class Action Lawsuit



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

**Anytown, OH 00000-0000**

<refnum barcode>>

Claim Identification Code: <<refnum>>

### CLASS ACTION SETTLEMENT – CLAIM FORM

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

*Chinitz v. Telecom Evolutions, LLC,*

Claim Identification Code

Case No. 18STCV08068

<<refnum>>

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

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

Select Service Package:

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

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

\*\*Eligible claims will receive payment via check. If you prefer payment via digital transfer you must complete the online claim form at [www.fiberopticsettlement.com](http://www.fiberopticsettlement.com).

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

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# **EXHIBIT D**

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

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

Plaintiffs,

v.

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

Defendants.

Case No. 18STCV08068

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

**IN SUPPORT OF PRELIMINARY  
APPROVAL**

1 I, James Prutsman, hereby declare as follows:

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

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

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

18 **NOTICE PROCESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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8 James Prutsman  
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# EXHIBIT 1



# Class Action Settlement and Notice Administration Services

## Company Profile

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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?

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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

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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.

<b>30+ types</b> of Industry Certifications	Awarded <b>Best Data Security</b> Provider	<b>HIPAA and GDPR</b> compliant	<b>Authorized U.S.</b> government service provider	<b>TIA Tier IV</b> Classification datacenter	<b>24x7x365</b> 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

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*For more experience and a wider view of the areas in which we practice, please visit [www.krrollbusinessservices.com](http://www.krrollbusinessservices.com)*

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

## EXHIBIT 2

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

**AMENDED SETTLEMENT AGREEMENT AND RELEASE**

**I. INTRODUCTION**

A. This **Settlement Agreement and Release** (“Agreement”) is made and entered into as of May 2, 2022, by and between **STEVIE HEMPHILL** and **LINDA GOMEZ** (hereinafter referred to as “Plaintiffs” or “Class Representatives”), on behalf of themselves and on behalf of the Certified Class they represent, and **TELECOM EVOLUTIONS, LLC** and **QUALITY SPEAKS, LLC** (“Defendants”). All capitalized terms are defined herein.

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

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

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

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

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

## **II. RECITALS**

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

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

§ 1750 *et seq.*, California Business and Professions Code § 17500 *et seq.*, California Business and Professions Code § 17200 *et seq.* Plaintiffs also allege claims for intentional misrepresentation and unjust enrichment.

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

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

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

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

federal, state, or other applicable law.

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

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

### **III. DEFINITIONS**

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

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

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

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

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

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

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

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

**F.** “**Class List**” means a list of all members of the Class, to be generated by Defendants and provided by Defendants to the Settlement Administrator on a confidential basis not more than ten (10) business days after the Court enters Preliminary Approval. The Class List shall be provided in Excel format and include the following information in a separate field for each of the Class Members, to the extent contained within Defendants’ records: First Name, Middle Initial (if available), Last Name, Street Address 1, Street Address 2 if applicable, City, State, Zip Code, Email Address, and Telephone and Cellular Telephone Numbers. Defendants shall provide the last known address for each of the Class Members. Upon request of the Settlement Administrator, and within ten (10) business days of such request, Defendants shall provide on a confidential basis other available requested information, if required to identify or locate Class Members, including Date of Birth information. To the extent necessary, the Parties shall work in good faith to provide the Settlement Administrator all necessary information.

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

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

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

**J.** “**Class Notice Plan**” means the plan for publication of Class Notice developed by

the Settlement Administrator, which will be attached as an exhibit to the Motion for Preliminary Approval.

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

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

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

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

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

**P.** “**Effective Date**” means the later of:

1. First calendar day after the Final Approval of this Agreement becomes final and unappealable; or

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

**Q.** “**Final Approval**” means the Court’s order granting final approval of this Settlement, 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](http://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.~~

**AA.**

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**IV. RELIEF AND BENEFITS**

**A. Nonmonetary Relief.**

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

**B. Distribution of Settlement.**

1. Monetary Benefits to Class Members.
  - a. Class Members are entitled to receive a payment upon full and timely completion of a proper and valid Claim Form as more fully set forth below.
  - b. Each Class Member who does not opt out and who submits a timely Claim Form will be entitled to a cash payment consisting of the difference between (i) what the Class Member paid Defendants for TrueStream service during the period of active service of said Class Member, until the earlier of the date of Preliminary Approval or the date when the Class Member ended their active service, and (ii) the amount the Class Member would have paid during that same period had he or she elected the comparable ADSL1 package rather than the TrueStream package. Payments shall be calculated by and be distributed by the Settlement Administrator as

follows:

- i. For those Class Members who ordered the TrueStream 768 package, this amounts to \$5.00 per month.
- ii. For those Class Members who ordered the TrueStream 1.5 package, this amounts to \$8.00 per month.
- iii. For those Class Members who ordered the TrueStream 3.0 package, this amounts to \$13.00 per month.
- iv. For those Class Members who ordered the TrueStream 6.0 package, this amounts to \$13.00 per month.

2. Eligibility to Obtain Payment

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

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

c. Timely Claim Forms. Class Members must submit a timely Claim Form. To be timely, the Claim Form must be postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be displayed on the Claim Form and Class Notice as set forth on the Exhibits A and B. For a Claim Form submitted by mail, the Claim Form

will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an electronically submitted Claim Form, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator or three days after being submitted by the Settlement Class Member, whichever is shorter.

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

- i. failure to attest to maintaining a standard copper-based phone line with AT&T concurrent with each month their TrueStream service was purchased through Defendants;
- ii. failure to identify an address within the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951;
- iii. failure to provide adequate verification or additional information of the Claim pursuant to a request of the Settlement Administrator;
- iv. failure to fully complete and sign the Claim Form;

- v. failure to submit a legible Claim Form;
- vi. submission of a fraudulent Claim Form;
- vii. submission of Claim Form that is duplicative of another Claim Form;
- viii. submission of Claim Form by a person who is not a Class Member;
- ix. request by person submitting the Claim Form to pay funds to a person or entity that is not the Class Member for whom the Claim Form is submitted;
- x. failure to submit a Claim Form by the end of the Claim Period; or
- xi. failure to otherwise meet the requirements of this Agreement or the Claim Form.

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

f. Claim Form Submission and Review. Claimants may submit a Claim Form either by U.S. mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each

Claim Form's validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by Claimants conform to the requirements of the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, *et seq.*

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

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

3. *Distribution to Class Members.*

a. Defendants will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, funds sufficient to cover the payment of all checks to all Settlement

Class Members, into an account established by the Settlement Administrator (“Settlement Fund”), within ten (10) calendar days after the Effective Date.

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

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

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

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

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

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

ii. If any of the Class Members contacts the Settlement Administrator or Class Counsel to request a replacement check, the Settlement Administrator will

comply with that request by cancelling the initial check and issuing a replacement check, but the replacement check shall expire on the same date as the original check and the replacement check will state this on its face; and

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

g. In accordance with California Code of Civil Procedure section 384(b), and in accordance with Section V.H below, by no later than ten (10) calendar days before the Final Approval Hearing, the Settlement Administrator will file a report with the Court stating the number of valid, timely, and approved Claims; the number of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash payments to be made to the Class Members. The total dollar value of the cash payments to be made to the Class Members will be the same as the amount referred to in Section IV.B.3.a above.

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

IV.B.3.f.iii above).

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

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

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

1. Class Counsel may apply to the Court for an award of attorneys' fees and costs and Class Representative Service Awards. The application for attorneys' fees and costs shall be in a sum not to exceed Three Hundred Thousand Dollars (\$300,000.00), subject to the Court's Approval ("Class Counsel Fees"). The application for a Class Representative Service Awards shall be in an aggregate sum not to exceed Three Thousand Dollars (\$3,000), subject to the Court's Approval. Defendants agree not to oppose said application(s) to the extent it is consistent with these limitations. By signing this Agreement, the Parties warrant that Class Counsel's attorneys' fees and Class Representative Service Awards were negotiated only after the amount of monetary and non-monetary benefits to Class Members had been

agreed upon. Class Counsel will file a Motion for Attorneys' Fees and Class Representative Service Awards in the Action no later than fourteen (14) days before the Objection Deadline.

2. Defendants will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, Class Counsel Fees and Class Representative Service Awards in the amount of up to \$303,000.00 (or any lesser amount awarded by the Court and accepted by Class Counsel and Class Representatives) into an account established by the Settlement Administrator, ~~within two hundred seventyten~~ (2740) 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 a report to the Court in accordance with Section V.H below not later than ten (10) calendar days~~ before the Final Approval Hearing. The Settlement Administrator shall also provide such updates to Class Counsel or Defendants' Counsel upon request, within a reasonable amount of time. ~~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.~~

**~~F.~~ 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:

**~~2.G.~~** ~~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~~

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~~of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash payments;~~

~~3.1.~~ sending cash payments to Settlement Claim Members who submitted timely, valid, and approved Claim Forms; and

~~4.2.~~ once cash payment distributions have commenced to the Class Members pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Defendants' Counsel that includes, but is not limited to, the number of cash awards paid and their value.

**G.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; ~~and (iii)- calculates the number of valid, timely, and approved Claims; the number of Class Members selecting each Package; the total dollar value in Claims for each Package; and the total dollar value of the cash payments to be made to the Class Members.~~

**H.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.

**I.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.

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

## **VI. OBJECTION AND REQUESTS FOR EXCLUSION**

### **A. Right to Opt Out**

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

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

a. A Settlement Class Member wishing to opt out of this Agreement must send to the Settlement Administrator, by U.S. Mail, a personally signed letter including his

or her name and address and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class.

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

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

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

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

4. If more than ten percent (10%) of the total number of people who otherwise would qualify as a Settlement Class Member validly, timely, and individually opt out of the Settlement, then Defendants may in its sole discretion void and walk away from the Settlement, in which case this Agreement will be vacated, rescinded, cancelled, and annulled, the Parties will return to the *status quo ante* as if they had not entered into this Settlement Agreement. In that

event, the Settlement and all negotiations and proceedings related to the Settlement will be without prejudice to the rights of the Parties, and evidence of the Settlement, the Settlement Agreement, negotiations, and proceedings will be confidential, inadmissible, will not be discoverable, and shall not be referred to or utilized for any purpose whatsoever, and any negotiations, terms, and entry into the Settlement Agreement shall remain subject to the provisions of Rule 408, Fed. R. Evid., and any similar state law.

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

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

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

3. Any objection to the settlement contemplated in this Agreement must be in writing, personally signed by the Class Member (and his or her attorney, if individually represented), and sent to the Settlement Administrator by U.S. Mail postmarked 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.

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

4.5. Any objection regarding or related to the settlement contemplated in this

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

~~5-6.~~ Any objection regarding or related to the settlement contemplated in this Agreement shall contain: information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any); and a clear and concise statement of the Class Member’s objection; ~~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.~~

~~6.7.~~ Any objection shall include documents sufficient to establish the basis for the objector's standing as a Class Member, such as: (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form attached hereto as Exhibit A, that the Class Member purchased a Package during the Class Period, had an AT&T phone line concurrent with each month their TrueStream service was purchased through Defendants, and resided within and had a phone line with one of the following areas codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; or (ii) documents reflecting such Package, landline, and area code.

~~7.8.~~ Class Counsel and Defendants' Counsel shall have the right to respond to any objection no later than seven (7) calendar days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand, or overnight delivery, to the objecting Class Member or to the individually hired attorney for the objecting Class Member, to Class Counsel, and to Defendants' Counsel.

~~8.9.~~ Any Class Member who fails ~~to either to~~ send an ~~o~~Objection in the manner specified herein or, alternatively, to appear at the Final Approval Hearing and ask to speak regarding their objection, shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement. No Class Member shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval except by either (i) filing and serving a timely written oObjection in accordance with the provisions of this Settlement Agreement or (ii) alternatively, appearing at the

Final Approval Hearing and asking to speak regarding their objection.

C. Class Members may not both object and opt out of the Settlement. Any Settlement Class Member who wishes to object must timely submit an objection as set forth ~~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.** ~~Two hundred seventy-Ten~~ (2740) 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 ~~March 1, 2015, 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, 16<sup>th</sup> Floor  
New York, New York 10025  
Tel.: 212-643-0500  
Fax.: 212-253-4272  
[mreese@reesellp.com](mailto:mreese@reesellp.com)

George V. Granade, Esq.  
Reese LLP

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](mailto:falford@grsm.com)  
[ldorny@grsm.com](mailto:ldorny@grsm.com)

8484 Wilshire Boulevard, Suite 515  
Los Angeles, California 90211  
Tel.: 310-393-0070  
Fax.: 212-253-4272  
[ggranade@reesellp.com](mailto:ggranade@reesellp.com)

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

\_\_\_\_\_  
**STEVIE HEMPHILL**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**LINDA GOMEZ**

*Approved as to form and content:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
**MICHAEL R. REESE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**GEORGE V. GRANADE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CHARLES D. MOORE**  
Proposed Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CLAYTON D. HALUNEN**  
Proposed Class Counsel

Dated: \_\_\_\_\_

**TELECOM EVOLUTIONS, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

Dated: \_\_\_\_\_

**QUALITY SPEAKS, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

*Approved as to form and content:*

Dated: \_\_\_\_\_

**COUNSEL FOR DEFENDANT**

By: \_\_\_\_\_

\_\_\_\_\_  
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. In Section B of this Claim Form, list all of the DSL Extreme TrueSTREAM service packages in Section B of this Claim Form that you purchased and the related dates of purchase. Additionally, provide the phone number associated with your TrueSTREAM service.~~

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

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

~~2.3~~ YOU MUST sign the Attestation under penalty of perjury in Section C of this Claim Form.

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Your claim must be postmarked by: **XXXX XX, 2022**

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

**BBG  
Claim Form**

**SECTION A: NAME AND CONTACT INFORMATION**

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

First Name Last Name

Street Address

City State Zip Code

Phone Number E-Mail Address

**SECTION B: SERVICE INFORMATION**

Provide the following information regarding your service:

Phone Number Associated with TrueSTREAM Service

Phone Number Associated with TrueSTREAM Service

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

Select all that apply:

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

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

Check Digital Transfer

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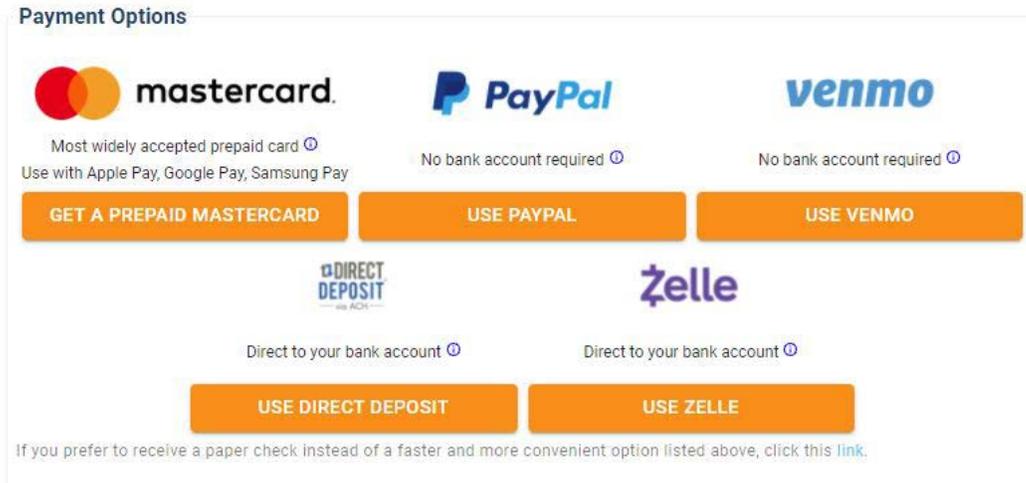
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If you elect to receive payment via check, it will be mailed to the address provided above. If you elect to receive payment via digital transfer, please select one of the following:

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**Payment Options**



The image shows a 'Payment Options' section with five options, each with a logo, a description, and a button:

- Mastercard:** Most widely accepted prepaid card. Use with Apple Pay, Google Pay, Samsung Pay. Button: GET A PREPAID MASTERCARD.
- PayPal:** No bank account required. Button: USE PAYPAL.
- Venmo:** No bank account required. Button: USE VENMO.
- Direct Deposit:** Direct to your bank account. Button: USE DIRECT DEPOSIT.
- Zelle:** Direct to your bank account. Button: 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.

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### SECTION C: ATTESTATION UNDER PENALTY OF PERJURY

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I declare, under penalty of perjury, that the information in the Claim Form is true and correct to the best of my knowledge, including the Phone Number Associated With TrueSTREAM Service stated above, and that I purchased the ~~Product(s)~~ TrueSTREAM Service Packages claimed above ~~at Coach branded outlet stores in the United States during the Class Period within the time periods stated above~~.

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

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

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

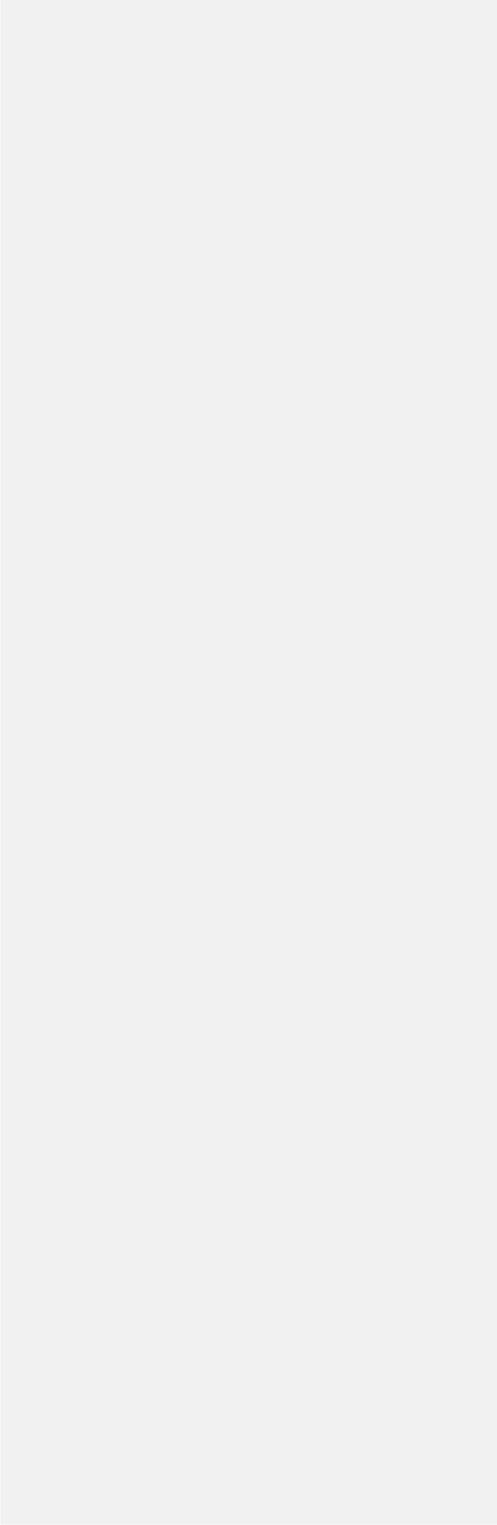
Neither I nor anyone from my hHousehold have previously submitted a Claim Form in this Settlement.

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 kbps package, **\$5.00 per month for each month they had active service**, until **[insert the date of Preliminary Approval]**.
  - For the Settlement Class Members who had the TrueSTREAM 1.5 mb package, **\$8.00 per month for each month they had active service**, until **[insert the date of Preliminary Approval]**.
  - For the Settlement Class Members who had the TrueSTREAM 3.0 mb package, **\$13.00 per month for each month they had active service**, until **[insert the date of Preliminary Approval]**.
  - For the Settlement Class Members who had the TrueSTREAM 6.0 mb package, **\$13.00 per month for each month they had active service**, until **[insert the date of Preliminary Approval]**.
- **YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**
- If the Court approves the Settlement, DSL Extreme may be required to pay service awards to the Class Representatives who pursued this litigation; attorneys’ fees and costs to the lawyers who brought the lawsuit; and the costs of Class Notice and the Settlement Administration Process. Plaintiffs will request service awards up to \$3,000 in the aggregate as well as up to \$300,000 in attorneys’ fees and costs. These payments will not reduce the amount of relief available to Settlement Class Members.
- If you are a Settlement Class Member, your legal rights are affected whether you act or do not act. Please read this Notice carefully.

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QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

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

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- These rights and options—and the deadlines to exercise them—are explained in this notice. The **QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, [www.fiberopticsettlement.com](http://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](http://WWW.FIBEROPTICSETTLEMENT.COM)**

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QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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.

QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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 one or more of the following packages (only): 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb;
- (b) Who, at the time of service, were eligible for an “ADSL1” package in that they: 1) lived in an area serviced by the “ADSL1” and 2) maintained a standard copper-based phone line with AT&T concurrent with each month their TrueSTREAM service was purchased through DSL Extreme;
- (c) Who, at the time of service, resided within, and had a phone line with, one of the following area codes: 213; 310; 323; 408; 415; 424; 442; 510; 562; 619; 626; 628; 650; 657; 661; 669; 707; 714; 747; 805; 818; 831; 858; 909; 925; 949; or 951; and
- (d) Whose TrueSTREAM subscription began no earlier than March 1, 2015, and no later than July 14, 2017.

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

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

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

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

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

SETTLEMENT BENEFITS

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

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

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

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

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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determined as follows:

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

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

Unless you exclude yourself from the Settlement, you cannot sue DSL Extreme, continue to sue, or be part of any other lawsuit against DSL Extreme about the Released Claims in this Settlement. Also, if you do not exclude yourself from the Settlement, all of the decisions by the Court will bind you. ~~In the paragraph below is a summary description of the Released Claims.~~ The full Release ~~set forth is described more fully~~ in the Settlement Agreement ~~is quoted in the paragraph below.~~ The Release ~~and~~ describes exactly the legal claims that you give up if you stay in the Settlement Class. The full Settlement Agreement is available at the Settlement Website, [www.fiberopticsettlement.com](http://www.fiberopticsettlement.com).

**Class Members' Releases and Waivers of Claims.** ~~Two hundred seventy (270) calendar days after the Effective Date, for the Class Members' benefit and for other good and valuable consideration under terms of this Settlement, the receipt and sufficiency of which is hereby acknowledged, all Class Members (including the Class Representatives), and each of their respective present, former, and future spouses, heirs, executors, trustees, guardians, wards, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, affiliates, parents, subsidiaries, corporate family members, officers, directors, employees, members, member entities, shareholders, principals, vendors, and insurers, individually, jointly, and severally, and all those acting or purporting to act on their behalf, shall be deemed to fully and forever release, waive, acquit, and discharge Defendants, its insurers, its present, former, and future successors, assigns, affiliates, lenders, equity owners, investors, parents, subsidiaries, and corporate family members, and each of their respective officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, assigns, transferees, representatives, trustees, principals, vendors, attorneys, lenders, equity owners, and investors, individually, jointly, and severally (collectively, "Released Parties") from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action 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 March 1, 2015, to the Preliminary Approval date, **[INSERT DATE OF PRELIMINARY APPROVAL]** ("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~~

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~~Released Claims shall be dismissed with prejudice, 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. 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.**~~ 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](http://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.

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**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](http://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.**~~ If you do not submit a valid Claim Form by the deadline, you will not receive a payment.

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##### 12. **When will I get my Settlement payment?**

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

#### IF YOU DO NOTHING

##### 13. **What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself from the Settlement, you cannot sue DSL Extreme, continue to sue, or be part of any other lawsuit against DSL Extreme about the Released Claims in this Settlement. Also, if you do not exclude yourself from the Settlement, all of the decisions by the Court will bind you. Section 10 above ~~quotes the full Release from the Settlement Agreement~~ includes a summary description of the Released

QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

~~Claims. The full Release is described more fully in the Settlement Agreement and, which~~ describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, [www.fiberopticsettlement.com](http://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.

#### OBJECTING TO THE SETTLEMENT

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

A Settlement Class Member may object to the proposed Settlement. A Settlement Class Member may object to the Settlement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any written objection must be ~~in writing, personally~~ signed by the Settlement Class Member (and his or her attorney, if individually represented), ~~filed with the Court, with a copy and sent~~

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by U.S. Mail to the Settlement Administrator ~~delivered to Plaintiffs' counsel and DSL Extreme's counsel,~~ at the addresses set forth below, postmarked no later than **[INSERT DEADLINE]**.

~~Additionally or alternatively, regardless of whether the requirements in this Section for written objections have been met, the Court will hear from any Settlement Class Member who attends the Final Approval Hearing discussed in Section 21 below and asks to speak regarding his or her objection. Any 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. 18STCV08068."~~

~~18. — **Any**The written objection must include:~~ (a) a caption or title that identifies it as "Objection to Class Settlement in *Chinitz v. Telecom Evolutions, LLC*, Los Angeles Superior Court, Case No. 18STCV08068"; (b) information sufficient to identify and contact the objecting Class Member (or his or her individually hired attorney, if any); (c) a clear and concise statement of the Class Member's objection; ~~and~~ (d) the date the Class Member began receiving TrueStream services, and any and all TrueSTREAM packages they received; (e) 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; (f) 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; (g) 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; (h) 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; (i) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (j) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (k) documents sufficient to establish the basis for the objector's standing as a Class Member, such as (1) a declaration signed by the objector under penalty of perjury that the objector purchased one or more of the four covered TrueSTREAM internet service packages (namely, 768 kbps, 1.5 mb, 3.0 mb, and 6.0 mb) 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. The objection must be in writing and personally signed by the Class Member (and his or her attorney, if individually represented).

Your written objection, along with any supporting material you wish to submit, must be sent to the Settlement Administrator by U.S. Mail postmarked ~~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: **[INSERT ADDRESS]**.

<b>The Court</b>	<b>Plaintiffs' Counsel</b>	<b>DSL Extreme's Counsel</b>
Superior Court of	Reese LLP	Gordon Reese Scully

QUESTIONS? CALL **[TOLL FREE NUMBER]** OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)

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California Los Angeles County Spring Street Courthouse Department 7 312 N. Spring Street Los Angeles, CA 90012	8484 Wilshire Boulevard Suite 515 Los Angeles, CA 90211	Mansukhani, LLP 633 West Fifth Street 52nd Floor Los Angeles, CA 90071
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**19.18. 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

**20.19. 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.

**21.20. 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

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

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

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

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

[www.lacourt.org](http://www.lacourt.org) for more information and the latest updates regarding use of face masks in Los Angeles County courthouses.

The hearing may be held virtually and may be moved to a different date or time without additional notice. You may check the Settlement Website, [www.fiberopticsettlement.com](http://www.fiberopticsettlement.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.

**23.22. Do I have to come to the Final Approval Hearing?**

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

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

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

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

GETTING MORE INFORMATION

**25.24. 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](http://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](http://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](http://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**

**QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT [WWW.FIBEROPTICSETTLEMENT.COM](http://WWW.FIBEROPTICSETTLEMENT.COM)**

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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](http://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

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

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

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

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

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

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

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

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

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

**CLICK HERE TO SUBMIT A CLAIM**

**How do I make a claim?** You may make a Claim for Settlement relief by (1) submitting a Claim Form online at [www.fiberopticsettlement.com](http://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](http://www.fiberopticsettlement.com) or by calling [\[insert hotline phone number\]](#).

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

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

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

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

[The hearing may be held virtually and may be moved to a different date or time without notice.](#)

At the [Final Approval Hearing at 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](http://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](http://www.fiberopticsettlement.com); (2) mailing the Claim Form to **the Settlement Administrator at [insert administrator address]**; or (3) completing and mailing the Claim Form accompanying this postcard to the Settlement Administrator. **YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

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

**The Settlement:** As part of the Settlement, DSL Extreme may be required to pay service awards to the Class Representatives; attorneys’ fees and costs to the lawyers who brought the lawsuit; and the costs of Class Notice and the Settlement Administration Process. Plaintiffs will request service awards up to \$3,000 in the aggregate as well as up to \$300,000 in attorneys’ fees and costs. You may find additional details at [www.fiberopticsettlement.com](http://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 [www.fiberopticsettlement.com](http://www.fiberopticsettlement.com)**. You may remain a Settlement Class Member and object to the Settlement by **(1) mailing a written objection to the Settlement Administrator by [insert date] or (2) attending the Final Approval Hearing and asking to speak regarding your objection. The website, [www.fiberopticsettlement.com](http://www.fiberopticsettlement.com), explains how to exclude yourself or object.**

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

[web address] • [toll-free number]

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Chinitz v. Telecom Evolutions, LLC  
Class Action Administrator

PO Box XXXX

Portland, OR 97208-XXXX

**Court-Ordered Legal Notice**

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

**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**

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Claim Identification Code: <<refnum>>

**CLASS ACTION SETTLEMENT – CLAIM FORM**

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

*Chinitz v. Telecom Evolutions, LLC,*

Claim Identification Code

Case No. 18STCV08068

<<refnum>>

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

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

Select Service Package:

- TrueSTREAM 768 kb<sup>ps</sup>
- 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](http://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-s in the Settlement Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# **EXHIBIT D**

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

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

Plaintiffs,

v.

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

Defendants.

Case No. 18STCV08068

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

**IN SUPPORT OF PRELIMINARY  
APPROVAL**

1 I, James Prutsman, hereby declare as follows:

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

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

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

18 **NOTICE PROCESS**

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

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

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

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

11           7.       Mailed Notice: If the email was not delivered (bounced) Kroll will take the  
12 following steps to initiate a mailed notice to the Class Member if there is a physical street address  
13 in the Class List provided to Kroll. In addition, for records in the Class List that have a street  
14 address only (no email address was provided), Kroll will send a mailed notice to these records.

15           8.       Mailed Notices will be sent to all physical addresses noted in Section 7 above. The  
16 approved Short Form Notice language will be provided to the print/mail vendor to be printed on  
17 postcards. After running the mailing list through the National Change of Address database to  
18 capture any address changes, Kroll will also provide a mail file to the print/mail vendor. The  
19 approved notices will be mailed to Class Members as directed in the Court documents.

20           9.       Mailed notices returned as undeliverable-as-addressed by the United States Postal  
21 Service will be sent through a skip trace process to find address for the record. For the skip trace  
22 process, Using the name and last known address Kroll to attempt to find an updated address using  
23 data from Lexis. If an updated address is obtained through the trace process, Kroll will re-mail  
24 the Short Form Notice to the updated address.

25           10.      Media Program: While the direct outreach of the program is anticipated by the  
26 parties to reach over 80% of class settlement members alone, Kroll will implement a notice  
27 program consisting of ads in the Los Angeles edition of the USA Today newspaper compliant with  
28 the California Consumers Legal Remedies Act ("CLRA"). The notice will be published 4 times

1 on consecutive weeks during the Notice Period with at least 5 days between each publication.

2 11. A neutral, informational settlement website will be established using the URL  
3 [www.fiberopticsettlement.com](http://www.fiberopticsettlement.com). This website will have copies of notices, Settlement Agreement,  
4 and important Court documents, including any Preliminary Approval Order, change of time,  
5 location or manner of Final Approval Hearing, and any Final Approval Order and Judgment. Class  
6 Members can receive additional information in a frequently asked question format, submit Claim  
7 Forms, and submit questions about the Settlement. Important dates including the Claim deadline,  
8 Exclusion deadline, Objection deadline, and Final Approval Hearing will be prominently posted.  
9 Instructions for excluding from and objecting to the Settlement will be detailed. Visitors will be  
10 encouraged to visit the website for updates on the Settlement including the date and location of the  
11 hearing. The website will inform visitors of the Court's current social distancing procedures for  
12 attendance at hearings and review of court files. Kroll will work with the parties to keep  
13 information about the Settlement up to date on the website. Copies of any Court orders including  
14 the final judgement will be posted on the website.

15 12. Using the parameters specified in the Settlement Agreement, Kroll will verify each  
16 Claim Form received. The verification process will include

- 17 a) Verifying the Claim Form was submitted on time
- 18 b) Verifying the Claim Form is complete including attestations, signatures
- 19 c) Verifying the Claim Form was submitted by a Class Member
- 20 d) Identifying and duplicate Claim Forms
- 21 f) Comparing against the opt-out list
- 22 g) Requesting additional documentation from the claimants when required.

23  
24 13) For Class Members who file their claims online which are determined to be valid,  
25 Kroll has the ability to pay Class Members using checks, Zelle, PayPal, Venmo, ACH, and Pre-  
26 paid MasterCards. For Class Members who file their claims using a paper claim form which are  
27 determined to be valid, Kroll will pay the Class Members by issuing checks.

28 13. Additionally, Kroll will establish and maintain a 24-hour toll-free Interactive Voice

1 Response (“IVR”) telephone line, where callers may obtain information about the class action,  
2 including, but not limited to, requesting copies of the Long Form Notice and the Claim Form.

3 I certify the foregoing statements are true and correct under penalty of perjury under the  
4 laws of the State of California. Executed this 28th day of October 2021 in Oklahoma City, OK.

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8 James Prutsman  
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# EXHIBIT 1



# Class Action Settlement and Notice Administration Services

## Company Profile

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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?

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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

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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.

<b>30+ types</b> of Industry Certifications	Awarded <b>Best Data Security</b> Provider	<b>HIPAA and GDPR</b> compliant	<b>Authorized U.S.</b> government service provider	<b>TIA Tier IV</b> Classification datacenter	<b>24x7x365</b> 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

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*For more experience and a wider view of the areas in which we practice, please visit [www.krrollbusinessservices.com](http://www.krrollbusinessservices.com)*

- *Yahoo! Inc. Customer Data Security Breach Litigation Settlement*, No. 5:16md02752, United States District Court Northern District of California
- *Roadrunner Transportation Systems, Inc. Securities Litigation*, No. 17cv144, United States District Court for the Northern District of Illinois
- *Doe One et al. v. CVS Health Corporation et al.*, No. 2:18cv238, United States District Court of Southern Ohio
- *Hutton v. National Board of Examiners in Optometry, Inc.*, No. 1:16cv03025, United States District Court for the District of Maryland
- *Canada Dry Ginger Ale Settlements*, Circuit Court of the City of St. Louis, State of Missouri, No.1822-CC11811 and United States District Court, Northern District of California, No. 5:17cv00564
- *Kumar v. Salov North America Corp.*, No. 4:14cv02411, United States District Court for the Northern District of California - Oakland Division
- *Blue Buffalo Co. Ltd. Marketing and Sales Practices Litigation*, 4:14md2562, United States District Court for the Eastern District of Missouri - Eastern Division
- *Carter v. Forjas Taurus, S.A. et al.*, No. 1:13cv24583, United States District Court for the District of Southern Florida
- *Murray v. Bill Me Later*, No. 12cv04789, in the United States District Court for the Northern District of Illinois, Eastern Division
- *Zoey Bloom v. Jenny Craig Inc.*, No. 1:18cv21820, United States District Court Southern District of Florida
- *Cabiness v. Educational Financial Solutions, LLC d/b/a Campus Debt Solutions, et al.*, No. 3:16cv01109, United States District Court for the Northern District of California
- *In Re: Currency Conversion Fee Antitrust Litigation*, MDL No. 1409 M 21-95, United States District Court for the Southern District of New York
- *In Re: Packaged Seafood Products Antitrust Litigation*, MDL No. 2670, United States District Court for the Southern District of California
- *In Re: Dental Supplies Antitrust Litigation*, No. 1:16cv00696, United States District Court for the Eastern District of New York
- *Columbia Gas Explosion Litigation*, Civil Action No. 1877cv01343G
- *Cook et al. v. Rockwell International Corp. and The Dow Chemical Co.*, No. 90cv0018, United States District Court for the District of Colorado

## EXHIBIT 3

1 Michael R. Reese (State Bar Number 206773)  
*mreese@reesellp.com*

2 **REESE LLP**  
100 West 93rd Street, 16th Floor  
3 New York, New York 10025  
4 Telephone: (212) 643-0500

5 Charles D. Moore (admitted *pro hac vice*)  
*cmoore@reesellp.com*

6 **REESE LLP**  
100 South 5th Street, Suite 1900  
7 Minneapolis, Minnesota 55402  
8 Telephone: (212) 643-0500  
Facsimile: (212) 253-4272

George V. Granade (State Bar No. 316050)  
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**REESE LLP**  
8484 Wilshire Boulevard, Suite 515  
Los Angeles, California 90211  
Telephone: (310) 393-0070

Clayton D. Halunen (admitted *pro hac vice*)  
*halunen@halunenlaw.com*

**HALUNEN LAW**  
1650 IDS Center, 80 South Eighth Street  
Minneapolis, Minnesota 55402  
Telephone: (612) 605-4098  
Facsimile: (612) 605-4099

9 *Counsel for Plaintiffs Stevie Hemphill and*  
10 *Linda Gomez and the Proposed Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES**

13 RONALD CHINITZ, STEVIE HEMPHILL,  
*and LINDA GOMEZ, individually and on*  
14 *behalf of all others similarly situated,*

15 Plaintiffs,

16 v.

17 TELECOM EVOLUTIONS, LLC, *a*  
*California limited liability company, and*  
18 *QUALITY SPEAKS LLC, a California*  
*limited liability company,*

19 Defendants.

) CASE NO.: 18STCV08068

) **CLASS ACTION**

) **DECLARATION OF CLAYTON D.**  
) **HALUNEN IN SUPPORT OF MOTION**  
) **FOR PRELIMINARY APPROVAL OF**  
) **CLASS ACTION SETTLEMENT**

) Date: May 18, 2022

) Time: 10:00 a.m.

) Judge: Honorable Amy D. Hogue

) Place: Department 7

) Action filed: December 12, 2018

1 I, Clayton D. Halunen, declare as follows:

2 1. I am the managing partner at Halunen Law, which, along with Reese LLP, are Class  
3 Counsel<sup>1</sup> representing Plaintiffs Steve Hemphill and Linda Gomez in the above-captioned action.

4 I am a member in good standing of the state bar of Minnesota, as well as the federal bar of the  
5 United States District Court for the District of Minnesota.

6 2. I respectfully submit this declaration in support of Plaintiffs' Motion for  
7 Preliminary Approval of Class Action Settlement. Except as otherwise noted, the facts set forth in  
8 this declaration are based in part upon my personal knowledge, and I would competently testify to  
9 them if called upon to do so.

10 3. Class Counsel have been responsible for prosecution of the Action and for the  
11 negotiation of the Settlement Agreement. We have vigorously represented the interests of the  
12 Settlement Class Members throughout the course of the litigation and settlement negotiations.  
13

14 **I. CLASS COUNSEL HAVE INVESTED SIGNIFICANT TIME IN THE**  
15 **PROSECUTION OF THE ACTION AND ARE ADEQUATE REPRESENTATIVES**  
16 **OF THE CLASS**

17 4. Throughout the course of investigation, pleadings, motion practice, discovery,  
18 mediation, and filing of the Settlement Agreement with the Court, Class Counsel have devoted  
19 significant time and resources to the investigation, development, and resolution of the Action.

20 5. Class Counsel are not representing clients with interests at odds with the interests  
21 of the Settlement Class Members.

22 6. Halunen Law has substantial experience with consumer class actions in general,  
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24  
25 <sup>1</sup> Capitalized terms shall have the meaning ascribed to them in the Amended Settlement Agreement  
26 and Release, attached as Exhibit 1 to the Supplemental Declaration of George V. Granade in  
27 Support of Motion for Preliminary Approval of Class Action Settlement, filed concurrently with  
28 this declaration.

1 and with consumer fraud and false advertising, specifically, and have been involved in the  
2 prosecution of consumer class action matters including, but not limited to:

- 3 a. *In re Santa Fe Natural Tobacco Co. Mktg & Sales Practices Litig.*, Court  
4 File No. 1:16md2695 (D.N.M.);
- 5 b. *Martin et al. v. Cargill, Inc.* Court File No. 1:14-cv-00218-LEK-BMN (D.  
6 Haw.)
- 7 c. *In re IKO Roofing Shingles Products Liability Litigation*, Court File No. 09-  
8 md-2104 (C.D. Ill.);
- 9 d. *In re Hardieplank Fiber Cement Siding Litigation*, Court File No. 12-md-  
10 2359 (D. Minn.);
- 11 e. *Wright et al v. Owens Corning et al*, Court File No. 2:13-cv-01378-JFC  
12 (W.D. Penn.);
- 13 f. *Pagliaroni et al. v. Mastic Home Exteriors Inc. et al*, Court File No. 12-cv-  
14 10164 (DJC) (D. Mass.);
- 15 g. *In re CertainTeed Corporation Roofing Shingles Products Liability  
16 Litigation*, MDL Docket No. 1817 (E.D. Penn.);
- 17 h. *Dang v. Samsung Electronics Co. et al.*, Court File No. 5:14-cv-00530-LHK  
18 (N.D. Cal.);
- 19 i. *Fisher v. The Blue Buffalo Co.*, Court File No. 14-cv-05937-FMO-SH (C.D.  
20 Cal.);
- 21 j. *Barron et al v. Snyder's-Lance, Inc.*, Court File No. 13-cv-62496-JAL (S.D.  
22 Fla.);
- 23 k. *Gay et al. v. Tom's of Maine, Inc.*, Court File No. 0:14-cv-60604-KMM  
24 (S.D. Fla.);
- 25 l. *Baharestan et al. v. Venus Laboratories, Inc. d/b/a Earth Friendly  
26 Products, Inc.*, Court File No. 3:15-cv-03578-EDL (N.D. Cal.);
- 27 m. *Parm v. Bluestem Brands, Inc.*, Court File No. 0:15-cv-03437-JRT-BRT (D.  
28 Minn.);
- n. *Arce et al. v. Bluestem Brands, Inc.*, Court File No. 2:15-cv-08068-DSF-  
GJS (N.D. Cal.);
- o. *Morgan v. Bluestem Brands, Inc.*, Court File No. 1:16-cv-000530-ENV-  
RER (E.D.N.Y.);

- 1 p. *Mosely v. Vitalize Labs, LLC*, Court File No. 1:13-cv-02470-RJD-RLM  
(E.D.N.Y);
- 2 q. *Sciortino et al. v. Pepsico, Inc.*, Court File No. 14-cv-00478-EMC (N.D.  
3 Cal);
- 4 r. *Phillips et al. v. Apple, Inc.*, Court File No. 5:15-cv-04879-HRL (N.D.  
5 Cal.);
- 6 s. *Frohberg et al. v. Cumberland Packing Corp.*, Court File No. 1:14-cv-  
00748-KAM-RLM (E.D.N.Y.);
- 7 t. *Law Office of Brent Gaines v. Healthport Technologies, LLC*, Court File  
8 No. 3:16-cv-00030-SMY-SCW (S.D. Ill.);
- 9 u. *Lewis v. Kraft Heinz Foods Company*, Court File No. 1:16-cv-00400-AWI-  
10 SAB (E.D. Cal.);
- 11 v. *Martin et al. v. Cargill, Inc.*, Court File No. 1:14-cv-00218-LEK-BMK (D.  
Haw.);
- 12 w. *Podpeskar v. Makita U.S.A., Inc.*, Court File No. 0:15-cv-03914-JRT-LIB  
13 (D. Minn.);
- 14 x. *Payne v. Zorbaz Pizza and Mexican Restaurants, LLC d/b/a Lake Life  
15 Hospitality Group, et al.*, Court File No.: 03-cv-19-2721 (D. Minn.)
- 16 y. *Marino v. Coach, Inc.*, Court File No. 1:16-cv-01122-VEC (S.D.N.Y.); and
- 17 z. *Orshan et al. v. Apple Inc.*, Court File No. 14-cv-05659 (N.D. Cal.).

18 7. Attached hereto as Exhibit 1 is Halunen Law's updated firm résumé.

19 I certify under penalty of perjury under the laws of the United States of America and the State  
20 of California that the foregoing is true and correct. Executed May 3, 2022, in Minneapolis, MN.

21  
22 /s/ Clayton D. Halunen  
23 Clayton D. Halunen  
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# **EXHIBIT 1**

## **HALUNEN LAW CLASS ACTION LITIGATION PROFILES**

The nationally recognized law firm of Halunen Law was founded in 1998 and has offices in Minneapolis, Chicago, and Arizona. The firm has successfully represented employees, whistleblowers, 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, False Claims Act *qui tam* cases, and other complex litigation matters.

### **Orshan, et al. v. Apple Inc., Court File No. 5:14-cv-05659-EJD (N.D. Cal.)**

Halunen Law is co-counsel on this class action alleging deceptive marketing with respect to the storage capacity of certain Apple products. A motion for class certification was recently filed.

### **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. The case recently settled.

### **Mayhew, et al. v. KAS Direct, LLC et al., 16-cv-6981-VB (S.D. N.Y.) •**

Halunen Law was co-counsel on this class action alleging deceptive marketing of Babyganic products as organic and natural. The case settled in 2018 for monetary and injunctive relief.

### **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.

### **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.

**HALUNEN LAW CLASS ACTION ATTORNEYS**

**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. Mr. Halunen has been involved in the prosecution of class action employment and consumer matters and has served in lead, management, or coordinating capacities in numerous collective and class actions throughout the United States.

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.

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**

- Employment Litigation
- Executive and Professional Severance Workouts
- Whistleblower Litigation
- Retaliation in Employment
- False Claims Act (“qui tam”) Litigation
- Consumer Fraud
- Products Liability

- Class Action/Mass Torts
- International Whistleblower Representation

**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, every year since 2003
- Minnesota Lawyer Attorney of the Year, 2014 and 2017

**SUSAN M. COLER**

Susan Coler is a Partner with Halunen Law and a member of the False Claims Act (FCA)/Whistleblower Practice Group. Currently, her practice primarily focuses on the litigation of individual whistleblower and complex False Claims Act qui tam cases on behalf of Plaintiffs nationally, as well as in the Twin Cities.

Ms. Coler also has experience and expertise in employment and consumer class action law. Notable class cases on which she has served as an attorney include *Whitaker v. 3M Co.*, Court File No. 62-C4-04-012239 (Ramsey County Minnesota) (age class action; settled for \$12 million in early 2012), *Carlson v. C.H. Robinson*, 2005 U.S. Dist. LEXIS 5674 (sex discrimination class action, D. Minn. Mar. 31, 2005), *Jenson v. Eveleth Taconite Co.*, 130 F.3d 1287 (8th Cir. 1997) (sexual harassment class action); *Kirkvold et al. v. Dakota Pork Industries, Inc., et al.*, Court File No. Civ. 97-4166 (WARN Act class action; settled in 1999) *In re NT Liquidation, Inc.*, *In re CML Group, Inc.*, Case Nos. 98-48196 and 98-48197 (W.D. Mass. 2001) (WARN Act class action). At Halunen, she also worked on employment and consumer class action cases prior to focusing on whistleblower and False Claims Act litigation.

Ms. Coler has been certified as a Labor and Employment Law Specialist by the Minnesota State Bar Association and is AV Preeminent Rated through the Martindale-Hubbell Peer Review ratings.

Ms. Coler often speaks at local, regional, and national legal conferences on employment law, whistleblower-related topics and the False Claims Act. She is an active member of the National

Employment Lawyers' Association and a past President of its Minnesota chapter. She is also active in Taxpayers Against Fraud, a national organization of False Claims Act lawyers.

Ms. Coler has been selected by her peers and named a "Super Lawyer" every year since 2008.

**Education:**

- Northwestern University, Chicago, IL, J.D. (*cum laude*)
  - Order of the Coif
- Mundelein College, B.A. (*summa cum laude*)

**Bar Admissions:**

- Minnesota
- Illinois

**Professional Associations and Memberships:**

- Tax Payers Against Fraud (TAF)
- National Employment Lawyers Association (NELA)
- NELA – Minnesota Chapter
- Federal Bar Association
- MSBA Certified Labor and Employment Law Specialist

**Honors and Awards:**

- Karla Wahl Dedicated Advocacy Award, 2015 (NELA, Minnesota Chapter)
- Super Lawyers

**Published Works:**

- "Handling Class Actions under the ADEA", (Co-Author with Laurie A. McCann, Cathy Ventrell-Monsees), Employee Rights and Employment Law Journal (Chicago-Kent College of Law/Illinois Institute of Technology), Vol. 10, Number 2, 2006

**CHRISTOPHER J. MORELAND**

Christopher Moreland is currently a Partner at the Minneapolis firm, MJSB Employment Justice, LLP. While a Partner at Halunen Law through the fall of 2021, Mr. Moreland led the class action and employment litigation teams responsible for a number of the cases identified above. Mr. Moreland's prior experience includes 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 includes 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 Minnesota legal community, he has served on the Board of Governors and Amicus Committee for the Minnesota Association for Justice, and was recently selected to the Board of the Minnesota Chapter of the National Employment Lawyers Association.

On several occasions, Chris has been selected by his peers as a Super Lawyer.

#### **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
- U.S. District Court, District of North Dakota
- Eighth Circuit Court of Appeals

#### **Professional Associations and Memberships:**

- Minnesota Association for Justice
- National Employment Lawyers Association – Minnesota Chapter
- Federal Bar Association
- American Association for Justice
- Public Justice Foundation
- Minnesota State Bar Association

#### **Honors and Awards:**

- Super Lawyers

#### **CHARLES D. MOORE**

Mr. Moore is currently an attorney with Reese, LLP, which has offices in New York and California. He focuses on both consumer and employment class actions.

As an attorney on the Halunen Law class action team from 2014 to 2021, Mr. Moore focused on consumer and employment class actions. 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).

**Education:**

- Hamline University School of Law, J.D.
  - Certificate in International Negotiation, The University of Hong Kong
  - Certificate in International Arbitration, Queen Mary University of London
  - Certificate in Advocacy and Problem-Solving, Hamline University
  - William C. Vis International Commercial Arbitration Moot Competition
- University of North Dakota, B.A. Journalism

**Bar Admissions:**

- Minnesota
- U.S. District Court, District of Minnesota

**Professional Associations and Memberships:**

- Minnesota Association for Justice
- Federal Bar Association

**Honors and Awards:**

- Super Lawyers Rising Star

## EXHIBIT 4

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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 STEVIE  
HEMPHILL RE: ADEQUACY AS A  
CLASS REPRESENTATIVE**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

1 I, Stevie Hemphill, declare as follows:

2 1. I am a named plaintiff in the above-captioned action.

3 2. The facts set forth in this declaration are based on personal knowledge, and I could  
4 competently testify to them if called upon to do so.

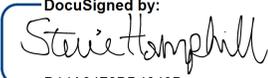
5 3. To the best of my recollection, I purchased TrueSTREAM service in California for  
6 residential use from approximately July 2015 to October 2020. During that time, I had the 6.0Mbps  
7 TrueSTREAM package.

8 4. During that time, and throughout the time during which I had TrueSTREAM  
9 service, I maintained a standard copper based-phone line from AT&T, and a phone number with  
10 the area code (213).

11 5. To the best of my knowledge, I have no interests that conflict with the interests of  
12 the other Class Members.

13 6. During my time as a named class representative in this litigation, Counsel has kept  
14 me apprised of its progress, and I have stayed informed of the proceedings to the best of my  
15 abilities. I have been given the opportunity to review and agree to all of the requisite court filings.

16 I declare under penalty of perjury under the laws of the United States of America that the  
17 foregoing is true and correct. Executed on 5/2/2022, at Los Angeles, Californi  
[date] [city] a [state].

18 DocuSigned by:  
19   
By: Stevie Hemphill  
20 B14A0472BB4049B

21  
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## EXHIBIT 5

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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 LINDA GOMEZ  
RE: ADEQUACY AS A CLASS  
REPRESENTATIVE**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

1 I, Linda Gomez, declare as follows:

2 1. I am a named plaintiff in the above-captioned action.

3 2. The facts set forth in this declaration are based on personal knowledge, and I could  
4 competently testify to them if called upon to do so.

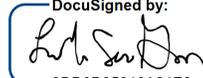
5 3. To the best of my recollection, I purchased TrueSTREAM service in California for  
6 residential use from approximately 2010 to December 2018. During that time, I had the 6.0Mbps  
7 TrueSTREAM package.

8 4. During that time, and throughout the time during which I had TrueSTREAM  
9 service, I maintained a standard copper based-phone line from AT&T, and a phone number with  
10 the area code (714).

11 5. To the best of my knowledge, I have no interests that conflict with the interests of  
12 the other Class Members.

13 6. During my time as a named class representative in this litigation, Counsel has kept  
14 me apprised of its progress, and I have stayed informed of the proceedings to the best of my  
15 abilities. I have been given the opportunity to review and agree to all of the requisite court filings.

16 I declare under penalty of perjury under the laws of the United States of America that the  
17 foregoing is true and correct. Executed on 5/2/2022, at Nampa, Idaho.  
[date] [city] [state]

18 DocuSigned by:  
19   
20 By: Linda Gomez  
0DD095316A24E8...

## EXHIBIT 6

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10 *Counsel for Plaintiffs Stevie Hemphill*  
11 *and Linda Gomez and the Proposed Class*

12 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES**

14 **RONALD CHINITZ, STEVIE HEMPHILL,**  
15 *and LINDA GOMEZ, individually and on*  
16 *behalf of all others similarly situated,*

17 Plaintiffs,

18 v.

19 **TELECOM EVOLUTIONS, LLC, a**  
*California limited liability company, and*  
20 **QUALITY SPEAKS LLC, a California**  
*limited liability company,*

21 Defendants.  
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Case No. 18STCV08068

**DECLARATION OF JAMES PRUTSMAN**

1 I, James Prutsman, declare as follows:

2 1. I am Senior Director at Kroll Settlement Administration (“Kroll”) f/k/a Heffler  
3 Claims Group LLC. This declaration is supplemental to the declaration I filed on November 1,  
4 2021.

5 **ANTICIPATED RESPONSE**

6 2. In a declaratory settlement that Kroll administered, *People of California v.*  
7 *Stamps.com*, there were 36,485 settling individuals. We received 3,107 claims, which represents  
8 a 9% response rate. Like this Settlement, the claims process was relatively simple and the relief  
9 was based upon the length of time that an individual was a customer of Stamps.com. However,  
10 unlike this Settlement, a claimant did need to provide proof of the length of subscription if they  
11 disputed the calculated relief.

12 3. In a separate settlement in the State of Arkansas, *Keener v. Shelter Mutual*  
13 *Insurance*, there were 5,316 class members. Unlike this Settlement, claimants had to provide  
14 substantial documentation to support their claim including Adjuster Summaries and loss details.  
15 In the *Keener* settlement, Kroll received 259 claims representing a 5% response rate.

16 4. Based upon these prior administrations which utilized direct contact information  
17 for notice, the ease of filing a Claim in this Settlement, the relief available, and other factors  
18 associated with this Settlement, I would estimate a 13% response rate from the class. This would  
19 be around 480 claims received from a class of approximately 3,700 individuals.

20 5. However, with any case that has a small class, I expect that the actual response  
21 rate will vary substantially. It will not take many Claims for the response rate on a percentage  
22 basis to go up or down significantly.

23 I declare under penalty of perjury that the foregoing is true and correct.

24 Executed on April 3, 2022, in Pagosa Springs, Colorado.

25  
26   
27 James Prutsman  
28

## EXHIBIT 7

1 FLETCHER C. ALFORD (SBN: 152314)  
*falford@grsm.com*  
2 A. LOUIS DORNY (SBN: 212054)  
*ldorny@grsm.com*  
3 PATRICK J. MULKERN (SBN: 307272)  
*pmulkern@grsm.com*  
4 GORDON REES SCULLY MANSUKHANI, LLP  
275 Battery Street, Suite 2000  
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Telephone: (415) 875-3115  
6 Facsimile: (415) 986-8054  
7 Attorneys for Defendants  
TELECOM EVOLUTIONS, LLC  
8 and QUALITY SPEAKS LLC

9  
10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 RONALD CHINITZ, STEVIE HEMPHILL,  
13 *and LINDA GOMEZ, individually and on*  
*behalf of all others similarly situated,*

14 Plaintiffs,

15 v.

16 TELECOM EVOLUTIONS, LLC, *a*  
*California limited liability company, and*  
17 QUALITY SPEAKS LLC, *a California*  
*limited liability company,*

18 Defendants.  
19

Case No. 18STCV08068

**DECLARATION OF A. LOUIS DORNY  
RE: USE OF SPANISH LANGUAGE IN  
CLASS NOTICE**

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 an attorney at the law firm of Gordon Rees Scully Mansukhani, LLP, which  
3 is counsel of record for Defendants Telecom Evolutions, LLC, and Quality Speaks LLC (together,  
4 “Defendants”) in the above-captioned action.

5 2. The facts set forth in this declaration are based on information I obtained from  
6 Defendants in connection with this action, and I could competently testify to them if called upon  
7 to do so.

8 3. Upon my inquiry, I am informed by Defendants that they do not advertise Spanish  
9 language support and do not seek to hire bi-lingual reps, as they rarely get anyone who requests to  
10 speak in any language other than English.

11 4. Based on this representation by my clients, this particular case does not warrant  
12 Spanish translation of the Class Notice.

13 I declare under penalty of perjury under the laws of the United States of America that the  
14 foregoing is true and correct. Executed on May 2, 2022, at Los Angeles, California.

15  
16 By:   
17 A. Louis Dorny

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## EXHIBIT 8

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17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

26 TELECOM EVOLUTIONS, LLC, *a*  
*California limited liability company, and*  
27 *QUALITY SPEAKS LLC, a California*  
*limited liability company,*

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF STEVIE  
HEMPHILL RE: LACK OF INTEREST  
IN NON-PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

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I, Stevie Hemphill, declare as follows:

1. I am a named plaintiff in the above-captioned action.

2. The facts set forth in this declaration are based on personal knowledge, and I could competently testify to them if called upon to do so.

3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive any unclaimed funds from the parties' class action settlement under California Code of Civil Procedure section 384.

4. I do not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 5/2/2022, at Los Angeles, California.  
[date] [city] [state]

DocuSigned by:  
Stevie Hemphill  
By: Stevie Hemphill  
D14A0472BD4949B

## EXHIBIT 9

1 George V. Granade (State Bar No. 316050)  
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17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

26 TELECOM EVOLUTIONS, LLC, *a*  
*California limited liability company, and*  
27 *QUALITY SPEAKS LLC, a California*  
*limited liability company,*

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF LINDA GOMEZ  
RE: LACK OF INTEREST IN NON-  
PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

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I, Linda Gomez, declare as follows:

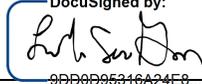
1. I am a named plaintiff in the above-captioned action.

2. The facts set forth in this declaration are based on personal knowledge, and I could competently testify to them if called upon to do so.

3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive any unclaimed funds from the parties' class action settlement under California Code of Civil Procedure section 384.

4. I do not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 5/2/2022, at Nampa, Idaho.  
[date] [city] [state]

DocuSigned by:  
  
By: Linda Gomez  
9DD0B05316A24E8...

## EXHIBIT 10

1 George V. Granade (State Bar No. 316050)  
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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  
23 behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

26 TELECOM EVOLUTIONS, LLC, *a*  
*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 I 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. I have no interest in National Consumer Law Center.

25 I declare under penalty of perjury under the laws of the United States of America that the  
26 foregoing is true and correct. Executed on May 3, 2022, at Williamson, Georgia.

27 By: /s/ George V. Granade  
28 George V. Granade

# EXHIBIT 11

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17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

26 TELECOM EVOLUTIONS, LLC, *a*  
*California limited liability company, and*  
27 *QUALITY SPEAKS LLC, a California*  
*limited liability company,*

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF MICHAEL R.  
REESE RE: LACK OF INTEREST IN  
NON-PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

1 I, Michael R. Reese, declare as follows:

2 1. I am the Managing Partner at the law firm of Reese LLP, which is counsel for  
3 Plaintiffs Stevie Hemphill and Linda Gomez in the above-captioned action (“Plaintiffs”).

4 2. The facts set forth in this declaration are based on personal knowledge, and I could  
5 competently testify to them if called upon to do so.

6 3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have  
7 mutually agreed upon National Consumer Law Center as the non-profit organization that should  
8 receive any unclaimed funds from the parties’ class action settlement under California Code of  
9 Civil Procedure section 384.

10 4. I do not have any interest in National Consumer Law Center.

11  
12 I declare under penalty of perjury under the laws of the United States of America that the  
13 foregoing is true and correct. Executed on 5/3/2022, at New York, New York.  
14 [date] [city] [state]

15 DocuSigned by:  
*Michael Reese*  
By: 47370CE8E501475...  
16 Michael R. Reese

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## EXHIBIT 12

1 George V. Granade (State Bar No. 316050)  
*ggranade@reesellp.com*

2 **REESE LLP**  
8484 Wilshire Boulevard, Suite 515  
3 Los Angeles, California 90211  
Telephone: (310) 393-0070  
4 Facsimile: (212) 253-4272

5 Michael R. Reese (State Bar No. 206773)  
*mreese@reesellp.com*

6 **REESE LLP**  
100 West 93rd Street, 16th Floor  
7 New York, New York 10025  
Telephone: (212) 643-0500  
8 Facsimile: (212) 253-4272

9 Charles D. Moore (admitted *pro hac vice*)  
*cmoore@reesellp.com*

10 **REESE LLP**  
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11 Minneapolis, Minnesota 55402  
Telephone: (212) 643-0500  
12 Facsimile: (212) 253-4272

13 Clayton D. Halunen (admitted *pro hac vice*)  
*halunen@halunenlaw.com*

14 **HALUNEN LAW**  
1650 IDS Center  
15 80 South Eighth Street  
Minneapolis, Minnesota 55402  
16 Telephone: (612) 605-4098  
Facsimile: (612) 605-4099

17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

26 TELECOM EVOLUTIONS, LLC, *a*  
*California limited liability company, and*  
27 *QUALITY SPEAKS LLC, a California*  
*limited liability company,*

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF CHARLES D.  
MOORE RE: LACK OF INTEREST IN  
NON-PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

1 I, Charles D. Moore, declare as follows:

2 1. I am an attorney 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. The facts set forth in this declaration are based on personal knowledge, and I could  
5 competently testify to them if called upon to do so.

6 3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have  
7 mutually agreed upon National Consumer Law Center as the non-profit organization that should  
8 receive any unclaimed funds from the parties’ class action settlement under California Code of  
9 Civil Procedure section 384.

10 4. I do not have any interest in National Consumer Law Center.

11  
12 I declare under penalty of perjury under the laws of the United States of America that the  
13 foregoing is true and correct. Executed on 5/2/2022, at Minneapolis MN.  
[date] [city] [state]

14  
15 By:   
16 Charles D. Moore  
24ED78545E85488...

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## EXHIBIT 13

1 George V. Granade (State Bar No. 316050)  
*ggranade@reesellp.com*

2 **REESE LLP**  
8484 Wilshire Boulevard, Suite 515  
3 Los Angeles, California 90211  
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4 Facsimile: (212) 253-4272

5 Michael R. Reese (State Bar No. 206773)  
*mreese@reesellp.com*

6 **REESE LLP**  
100 West 93rd Street, 16th Floor  
7 New York, New York 10025  
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8 Facsimile: (212) 253-4272

9 Charles D. Moore (admitted *pro hac vice*)  
*cmoore@reesellp.com*

10 **REESE LLP**  
100 South 5th Street, Suite 1900  
11 Minneapolis, Minnesota 55402  
Telephone: (212) 643-0500  
12 Facsimile: (212) 253-4272

13 Clayton D. Halunen (admitted *pro hac vice*)  
*halunen@halunenlaw.com*

14 **HALUNEN LAW**  
1650 IDS Center  
15 80 South Eighth Street  
Minneapolis, Minnesota 55402  
16 Telephone: (612) 605-4098  
Facsimile: (612) 605-4099

17 *Counsel for Plaintiffs Stevie Hemphill and*  
18 *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*  
23 *behalf of all others similarly situated,*

24 Plaintiffs,

25 v.

26 TELECOM EVOLUTIONS, LLC, *a*  
*California limited liability company, and*  
27 *QUALITY SPEAKS LLC, a California*  
*limited liability company,*

28 Defendants.

Case No. 18STCV08068

**DECLARATION OF CLAYTON D.  
HALUNEN RE: LACK OF INTEREST IN  
NON-PROFIT ORGANIZATION  
[CAL. CIV. PROC. CODE § 384]**

Place: Department 7  
Judge: Honorable Amy D. Hogue

Complaint filed: December 12, 2018

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I, Clayton D. Halunen, declare as follows:

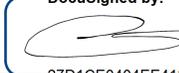
1. I am the Managing Partner at the law firm of Halunen Law, which is counsel for Plaintiffs Stevie Hemphill and Linda Gomez in the above-captioned action (“Plaintiffs”).

2. The facts set forth in this declaration are based on personal knowledge, and I could competently testify to them if called upon to do so.

3. Plaintiffs and Defendants Telecom Evolutions, LLC, and Quality Speaks LLC have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive any unclaimed funds from the parties’ class action settlement under California Code of Civil Procedure section 384.

4. I do not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 5/2/2022, at Minneapolis, MN.  
[date] [city] [state]

DocuSigned by:  
  
By: Clayton D. Halunen  
27D16E9404EE413...

## EXHIBIT 14

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
[falford@grsm.com](mailto:falford@grsm.com)  
2 A. LOUIS DORNY (SBN: 212054)  
[ldorny@grsm.com](mailto:ldorny@grsm.com)  
3 PATRICK J. MULKERN (SBN: 307272)  
[pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
4 GORDON REES SCULLY MANSUKHANI, LLP  
275 Battery Street, Suite 2000  
5 San Francisco, CA 94111  
Telephone: (415) 875-3115  
6 Facsimile: (415) 986-8054

7 Attorneys for Defendants  
TELECOM EVOLUTIONS, LLC  
8 and QUALITY SPEAKS LLC

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11 RONALD CHINITZ, individually and on )  
behalf of all others similarly situated, )

12 Plaintiff, )

13 v. )

14 TELECOM EVOLUTIONS, LLC, a )  
15 California limited liability company, and )  
16 QUALITY SPEAKS LLC, a California )  
limited liability company, )

17 Defendants. )

CASE NO. 18STCV08068

**DECLARATION OF TELECOM  
EVOLUTIONS, LLC RE: LACK OF  
INTEREST IN NON-PROFIT  
ORGANIZATIONS [CAL. CIV.  
PROC. CODE § 384]**

Date Action Filed: 12/12/2018

18  
19 I, James Murphy, declare as follows:

20 1. I am the Chief Executive Officer for Defendant TELECOM EVOLUTIONS,  
21 LLC.

22 2. I respectfully submit this declaration to identify an organization that Plaintiffs and  
23 Defendants propose should receive the unclaimed funds pursuant to California Code of Civil  
24 Procedure Section 384 and to state whether Defendant Telecom Evolutions, LLC has any  
25 interest in the organization.

26 3. The facts set forth in this declaration are based on my personal knowledge and  
27 investigation, and I could competently testify to them if called upon to do so.

28

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

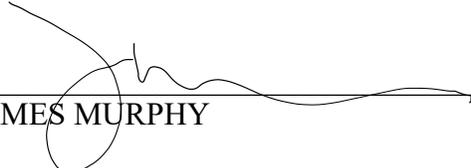
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4. Plaintiffs and Defendants have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive the unclaimed funds under California Code of Civil Procedure Section 384.

5. National Consumer Law Center is a 26 U.S.C. § 501(c)(3) non-profit organization specializing in consumer issues on behalf of low-income people. National Consumer Law Center provides support on issues including consumer fraud, debt collection, consumer finance, energy assistance programs, predatory lending, and sustainable home ownership programs.

6. Telecom Evolutions, LLC does not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on May 2, 2022, at Northridge, California.

  
\_\_\_\_\_  
JAMES MURPHY

## EXHIBIT 15

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
[falford@grsm.com](mailto:falford@grsm.com)  
2 A. LOUIS DORNY (SBN: 212054)  
[ldorny@grsm.com](mailto:ldorny@grsm.com)  
3 PATRICK J. MULKERN (SBN: 307272)  
[pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
4 GORDON REES SCULLY MANSUKHANI, LLP  
275 Battery Street, Suite 2000  
5 San Francisco, CA 94111  
Telephone: (415) 875-3115  
6 Facsimile: (415) 986-8054  
7 Attorneys for Defendants  
TELECOM EVOLUTIONS, LLC  
8 and QUALITY SPEAKS LLC

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11 RONALD CHINITZ, individually and on )  
behalf of all others similarly situated, )

12 Plaintiff, )

13 v. )

14 TELECOM EVOLUTIONS, LLC, a )  
15 California limited liability company, and )  
16 QUALITY SPEAKS LLC, a California )  
limited liability company, )

17 Defendants. )

CASE NO. 18STCV08068

**DECLARATION OF QUALITY  
SPEAKS, LLC RE: LACK OF  
INTEREST IN NON-PROFIT  
ORGANIZATIONS [CAL. CIV.  
PROC. CODE § 384]**

Date Action Filed: 12/12/2018

18  
19 I, James Murphy, declare as follows:

20 1. I am the Chief Executive Officer for Defendant QUALITY SPEAKS, LLC.

21 2. I respectfully submit this declaration to identify an organization that Plaintiffs and  
22 Defendants propose should receive the unclaimed funds pursuant to California Code of Civil  
23 Procedure Section 384 and to state whether Defendant Quality Speaks, LLC has any interest in  
24 the organization.

25 3. The facts set forth in this declaration are based on my personal knowledge and  
26 investigation, and I could competently testify to them if called upon to do so.

27 ///

28 ///

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

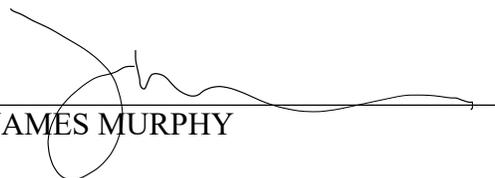
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4. Plaintiffs and Defendants have mutually agreed upon National Consumer Law Center as the non-profit organization that should receive the unclaimed funds under California Code of Civil Procedure Section 384.

5. National Consumer Law Center is a 26 U.S.C. § 501(c)(3) non-profit organization specializing in consumer issues on behalf of low-income people. National Consumer Law Center provides support on issues including consumer fraud, debt collection, consumer finance, energy assistance programs, predatory lending, and sustainable home ownership programs.

6. Quality Speaks, LLC does not have any interest in National Consumer Law Center.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on May 2, 2022, at Northridge, California.

  
\_\_\_\_\_  
JAMES MURPHY

## EXHIBIT 16

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
2 [falford@grsm.com](mailto:falford@grsm.com)  
3 A. LOUIS DORNY (SBN: 212054)  
4 [ldorny@grsm.com](mailto:ldorny@grsm.com)  
5 PATRICK J. MULKERN (SBN: 307272)  
6 [pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
7 GORDON REES SCULLY MANSUKHANI, LLP  
8 275 Battery Street, Suite 2000  
9 San Francisco, CA 94111  
10 Telephone: (415) 875-3115  
11 Facsimile: (415) 986-8054

12 Attorneys for Defendants  
13 TELECOM EVOLUTIONS, LLC  
14 and QUALITY SPEAKS LLC

15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF LOS ANGELES

17 RONALD CHINITZ, individually and on )  
18 behalf of all others similarly situated, )

19 Plaintiff, )

20 v. )

21 TELECOM EVOLUTIONS, LLC, a )  
22 California limited liability company, and )  
23 QUALITY SPEAKS LLC, a California )  
24 limited liability company, )

25 Defendants. )

CASE NO. 18STCV08068

**DECLARATION OF FLETCHER C.  
ALFORD RE: LACK OF INTEREST  
IN NON-PROFIT ORGANIZATIONS  
[CAL.CIV.PROC. CODE § 384]**

Date Action Filed: 12/12/2018

26 I, Fletcher C. Alford, declare as follows:

27 1. I am a partner at the law firm of Gordon, Rees, Scully, Mansukhani, LLP, which  
28 is counsel for Defendants TELECOM EVOLUTIONS, LLC and QUALITY SPEAKS LLC in  
the above-captioned action (“Defendants”).

2. I am a member in good standing of the bar of the State of California, as well as  
the bars of the United States Supreme Court, the United States Court of Appeals for the Ninth  
Circuit, the United States Court of Appeals for the Fourth Circuit, the United States Court of  
Appeals for the Second Circuit, and, the United States District Courts for the Central District

1 of California, Southern District of California, Northern District of California, Eastern District  
2 of California, and Western District of Washington.

3 3. I respectfully submit this declaration to identify an organization that Plaintiffs and  
4 Defendants Telecom Evolutions, LLC and Quality Speaks LLC (together, "Defendants")  
5 propose should receive the unclaimed funds pursuant to California Code of Civil Procedure  
6 section 384 and to state whether counsel for Defendants has any interest in the organization.

7 4. The facts set forth in this declaration are based on personal knowledge and  
8 investigation and I could competently testify to them if called upon to do so.

9 5. Plaintiffs and Defendants have mutually agreed upon National Consumer Law  
10 Center as the non-profit organization that should receive the unclaimed funds under California  
11 Code of Civil Procedure section 384.

12 6. National Consumer Law Center is a 26 U.S.C. § 501(c)(3) non-profit organization  
13 specializing in consumer issues on behalf of low-income people. National Consumer Law Center  
14 provides support on issues including consumer fraud, debt collection, consumer finance, energy  
15 assistance programs, predatory lending, and sustainable home ownership programs.

16 7. I do not have any financial or other interest in National Consumer Law Center.

17 8. Neither of the named Defendants has any financial or other interest in National  
18 Consumer Law Center.

19 I declare under penalty of perjury under the laws of the United States of America that the  
20 foregoing is true and correct. Executed on March 22, 2022, at Newcastle, California.

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23 

24 FLETCHER C. ALFORD  
25  
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## EXHIBIT 17

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
2 [falford@grsm.com](mailto:falford@grsm.com)  
3 A. LOUIS DORNY (SBN: 212054)  
4 [ldorny@grsm.com](mailto:ldorny@grsm.com)  
5 PATRICK J. MULKERN (SBN: 307272)  
6 [pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
7 GORDON REES SCULLY MANSUKHANI, LLP  
8 275 Battery Street, Suite 2000  
9 San Francisco, CA 94111  
10 Telephone: (415) 875-3115  
11 Facsimile: (415) 986-8054  
12  
13 Attorneys for Defendants  
14 TELECOM EVOLUTIONS, LLC  
15 and QUALITY SPEAKS LLC

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11 RONALD CHINITZ, individually and on ) CASE NO. 18STCV08068  
12 behalf of all others similarly situated, )  
13 Plaintiff, ) **DECLARATION OF A. LOUIS**  
14 v. ) **DORNY RE: LACK OF INTEREST**  
15 TELECOM EVOLUTIONS, LLC, a ) **IN NON-PROFIT ORGANIZATIONS**  
16 California limited liability company, and ) **[CAL.CIV.PROC. CODE § 384]**  
17 QUALITY SPEAKS LLC, a California )  
18 limited liability company, )  
19 Defendants. )

20 I, A. Louis Dorny, declare as follows:

21 1. I am a partner at the law firm of Gordon, Rees, Scully, Mansukhani, LLP, which  
22 is counsel for Defendants TELECOM EVOLUTIONS, LLC and QUALITY SPEAKS LLC in  
23 the above-captioned action (“Defendants”).

24 2. I am a member in good standing of the bars of the States of California, District of  
25 Columbia and Washington, as well as the bars of the United States Courts of Appeals for the  
26 Ninth Circuit and the United States District Courts for the Central District of California,  
27 Southern District of California, Northern District of California, Eastern District of California,  
28 Eastern District of Washington and the United States Supreme Court.

1           3.       I respectfully submit this declaration to identify an organization that Plaintiffs and  
2 Defendants Telecom Evolutions, LLC and Quality Speaks LLC (together, “Defendants”)  
3 propose should receive the unclaimed funds pursuant to California Code of Civil Procedure  
4 section 384 and to state whether counsel for Defendants has any interest in the organization.

5           4.       The facts set forth in this declaration are based on personal knowledge,  
6 investigation and I could competently testify to them if called upon to do so.

7           5.       Plaintiffs and Defendants have mutually agreed upon National Consumer Law  
8 Center as the non-profit organization that should receive the unclaimed funds under California  
9 Code of Civil Procedure section 384.

10          6.       National Consumer Law Center is a 26 U.S.C. § 501(c)(3) non-profit organization  
11 specializing in consumer issues on behalf of low-income people. National Consumer Law Center  
12 provides support on issues including consumer fraud, debt collection, consumer finance, energy  
13 assistance programs, predatory lending, and sustainable home ownership programs.

14          7.       I have no any interest in the National Consumer Law Center.

15          8.       Neither of the named Defendants has any interest in National Consumer Law  
16 Center.

17               I declare under penalty of perjury under the laws of the United States of America that the  
18 foregoing is true and correct. Executed on March 22, 2022, at South Pasadena, California.

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A. LOUIS DORNY

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani, LLP, 633 West Fifth Street, 52<sup>nd</sup> Floor, Los Angeles, CA 90071. On the date below, I served the within documents:

**DECLARATION OF A. LOUIS DORNY RE: LACK OF INTEREST IN NON-PROFIT ORGANIZATIONS [CAL.CIV.PROC. CODE § 384]**

- by transmitting via electronic mail the document(s) listed above to the email address(es) set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FedEx as part of the ordinary business practices of Gordon & Rees LLP described below, addressed as follows:

Michael R. Reese Reese LLP 100 W 93rd Street, 16 <sup>th</sup> Floor New York, NY 10025 Phone: (212) 643-0500 Fax: (212) 253-4272 Email: <a href="mailto:mreese@reesellp.com">mreese@reesellp.com</a>	George V. Granade Reese LLP 8484 Wilshire Blvd., Suite 515 Los Angeles, CA 90211 Phone: (212) 643-0500 Fax: (212) 253-4272 Email: <a href="mailto:ggranade@reesellp.com">ggranade@reesellp.com</a>
Charles D. Moore Reese LLP 100 South 5th Street, Suite 1900 Minneapolis, MN 55402 Phone: (212) 643-0500 Fax: (212) 253-4272 Email: <a href="mailto:cmoore@reesellp.com">cmoore@reesellp.com</a>	Christopher J. Moreland Halunen Law 1650 IDS Center 80 South Eighth Street Minneapolis, MN 55402 Phone: 612-260-5383 Fax: 612-605-4099 Email: <a href="mailto:moreland@halunenlaw.com">moreland@halunenlaw.com</a>

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 22, 2022 at Covina, California.



ERIKA FACUNDO

## EXHIBIT 18

Gordon Rees Scully Mansukhani, LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

1 FLETCHER C. ALFORD (SBN: 152314)  
2 [falford@grsm.com](mailto:falford@grsm.com)  
3 A. LOUIS DORNY (SBN: 212054)  
4 [ldorny@grsm.com](mailto:ldorny@grsm.com)  
5 PATRICK J. MULKERN (SBN: 307272)  
6 [pmulkern@grsm.com](mailto:pmulkern@grsm.com)  
7 GORDON REES SCULLY MANSUKHANI, LLP  
8 275 Battery Street, Suite 2000  
9 San Francisco, CA 94111  
10 Telephone: (415) 875-3115  
11 Facsimile: (415) 986-8054

12 Attorneys for Defendants  
13 TELECOM EVOLUTIONS, LLC  
14 and QUALITY SPEAKS LLC

15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF LOS ANGELES

17 RONALD CHINITZ, individually and on ) CASE NO. 18STCV08068  
18 behalf of all others similarly situated, )  
19 )  
20 Plaintiff, )  
21 )  
22 v. )  
23 )  
24 TELECOM EVOLUTIONS, LLC, a )  
25 California limited liability company, and )  
26 QUALITY SPEAKS LLC, a California )  
27 limited liability company, )  
28 Defendants. )  
Date Action Filed: 12/12/2018

1 I, Patrick J. Mulkern, declare as follows:

2 1. I am a senior counsel at the law firm of Gordon Rees Scully Mansukhani, LLP,  
3 which is counsel of record for Defendants TELECOM EVOLUTIONS, LLC and QUALITY  
4 SPEAKS LLC in the above-captioned action (“Defendants”).

5 2. I am a member in good standing of the bars of the States of California and  
6 Connecticut and the Commonwealth of Massachusetts, as well as the United States Courts of  
7 Appeals for the Ninth Circuit and the United States District Courts for the Central District of  
8 California, Southern District of California, Northern District of California, Eastern District of  
9 California, and the District of Connecticut.

10 ///

1           3.       I respectfully submit this declaration to identify an organization that Plaintiffs and  
2 Defendants propose should receive the unclaimed funds pursuant to California Code of Civil  
3 Procedure Section 384 and to state whether counsel for Defendants has any interest in the  
4 organization.

5           4.       The facts set forth in this declaration are based on my personal knowledge and  
6 investigation, and I could competently testify to them if called upon to do so.

7           5.       Plaintiffs and Defendants have mutually agreed upon National Consumer Law  
8 Center as the non-profit organization that should receive the unclaimed funds under California  
9 Code of Civil Procedure Section 384.

10          6.       National Consumer Law Center is a 26 U.S.C. § 501(c)(3) non-profit organization  
11 specializing in consumer issues on behalf of low-income people. National Consumer Law Center  
12 provides support on issues including consumer fraud, debt collection, consumer finance, energy  
13 assistance programs, predatory lending, and sustainable home ownership programs.

14          7.       I do not have any interest in National Consumer Law Center.

15          8.       Neither of the named Defendants has any interest in National Consumer Law  
16 Center.

17               I declare under penalty of perjury under the laws of the United States of America and the  
18 State of California that the foregoing is true and correct. Executed on March 22, 2022, at Clinton,  
19 Connecticut.

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PATRICK J. MULKERN