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SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
LAW DIVISION

DOCKET NO. MID-L-6360-23

BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSIA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

**CERTIFICATION OF STEPHEN P. DeNITTIS, ESQUIRE
IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL
OF PROPOSED CLASS ACTION SETTLEMENT, PETITION
FOR ATTORNEYS' FEES AND COSTS AND PETITION FOR INCENTIVE AWARDS**

I, Stephen P. DeNittis, upon my oath certify as follows:

1. I am the managing shareholder of DeNittis Osefchen Prince, P.C. (“DOP”), counsel of record for Plaintiffs and the class in this matter. I am an attorney-at-law in the State of New Jersey, the Commonwealth of Pennsylvania, the State of New York, the Supreme Court of the United States, the United States Court of Appeals for the Third Circuit, the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the District of New Jersey, the Eastern, Middle and Western Districts of Pennsylvania and the Western District of Tennessee. I am certified by the Supreme Court of New Jersey as a Certified Civil Trial Attorney. I respectfully

submit this certification in support of Plaintiffs' motion for final approval of the settlement, Plaintiffs' petition for attorneys fees and costs and Motion for an Incentive Award for the lead representative plaintiffs of the above-captioned class action.

2. I incorporate by reference all of the facts set forth in my previous certification filed in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement herein by reference dated November 15, 2023.

3. I fully support the proposed settlement in the case at bar and believe it is fair, reasonable, and in the best interest of the class. The named Plaintiffs in this matter also fully support the proposed settlement.

4. Class Counsel have worked diligently over the course of nearly three years to prosecute to a successful conclusion this consolidated, contingent nationwide class action, which includes 55 consumer fraud and other statutory and common law claims brought by 129 named plaintiffs on behalf of 46 statewide classes, and incorporates four putative class actions that were previously pending in multiple jurisdictions as well as 13,539 individual arbitrations.

5. After a full-day mediation session and more than six months of contentious, arms-length settlement negotiations, Class Counsel has recovered a significant, tangible benefit for the class that includes: (1) monetary relief in the form of a partial cash refund of the allegedly unlawful Administrative Charges class members paid to Verizon, which Charges were the basis of Plaintiffs' claims; and (2) injunctive relief requiring Verizon to improve its disclosures regarding such Charges in the future.

6. Specifically, under the proposed class settlement, Verizon has agreed to establish a **\$100 million non-reversionary Settlement Fund** from which each of the approximately 58 million class members will have an opportunity to obtain a partial cash refund of the

complained-of Administrative Charges they paid to Verizon during the 7-year class period, up to a maximum of \$100 per class member depending on how long the class member was a Verizon customer, subject to pro rata reduction based on how many class members file valid claims.¹

7. The \$100 million settlement fund represents one of the largest class action settlements ever reached in the Superior Court of New Jersey and one of the largest settlements in the country involving a case dealing with allegedly deceptive or undisclosed “junk” fees.

8. Additionally, as a result of this litigation, Verizon removed allegedly deceptive language about the Administrative Charge on its bills and updated the definition of the Administrative Charge on its website. And as part of the Settlement Agreement, Verizon promised to amend its customer agreement to include an updated explanation of the Administrative Charge. Accordingly, the proposed settlement provides Plaintiffs and the nationwide class of Verizon wireless customers with a significant portion of the relief requested in Plaintiffs’ Complaint, while avoiding all the substantial risks associated with individual arbitrations, litigation, class certification, dispositive motions, trial, and potential appeals. The proposed settlement provides meaningful relief to the class **now**, rather than years in the future.

9. In obtaining this result, Class Counsel expended significant attorneys’ hours and costs prosecuting, litigating, and negotiating a nationwide class settlement in these consolidated

¹ This proposed allocation was based on an estimated projected claim rate of 1-3%, which is typical in a class action of this size based on published studies and Class Counsel’s experience. However, far more claims have been submitted than originally estimated, resulting in a current claim rate of approximately 7%. Class Counsel’s revised projected claim rate of 8.6% (5 million total claims) would necessitate a pro rata reduction such that class members would receive an average payment of \$11.80, and as much as \$18.99, as discussed in detail in Plaintiff’s Unopposed Motion for Final Approval of Class Settlement filed herewith.

cases and arbitrations over the course of nearly three years. Indeed, the sheer amount of time, effort, and money expended on this herculean endeavor cannot be understated.

10. To obtain this Class Settlement, Class Counsel, inter alia:

- Thoroughly investigated Verizon’s policy of imposing the Administrative Charge on its customers, including the Charge’s origin, its historical amounts, all increases thereto, and any disclosures thereof before, during, and after signing up customers, as well as any disclosures relating to the periodic increase of said charge;
- Exhaustively evaluated Verizon’s customer agreement – and at least four modifications thereto made by Verizon during the pendency of this litigation – which contained, inter alia, an arbitration clause that purported to require each of the nearly 58 million class members to arbitrate their claims on an individual basis;
- Signed up and vetted 13,668 clients to file claims against Verizon, either as named plaintiffs in class action litigations or as petitioners in individual arbitrations;²
- Filed four putative class actions collectively comprised of 55 consumer fraud and other statutory and common law claims, on behalf of 46 statewide classes;
- Submitted formal Arbitration Demands and individual arbitration memorandums to the AAA for 4,025 individual client arbitrations, and were prepared to file an additional 9,514 client Arbitration Demands with the AAA on behalf of clients whose notices of dispute had previously been sent to Verizon;³

² The sheer amount of time and effort expended by Class Counsel on this endeavor alone cannot be trivialized. Indeed, over three fifths of total time expended by Class Counsel and their staff on this litigation – approximately 61% – was spent identifying and reaching out to these 13,668 clients, vetting their potential claims, signing them up, answering their questions, collecting and reviewing their documents, customer agreements and bills, providing them with periodic updates regarding case developments, and maintaining their files. This herculean effort was far from extravagant or a needless inflation of time. Rather, it was a crucial and necessary catalyst to the ultimately successful outcome of this case. Verizon’s customer agreement purported to require each of its customers to arbitrate their claims on an individual basis, rather than in a single class action lawsuit, and Class Counsel strongly believes that the very real threat of having to fund and defend against 13,539 individual arbitrations (in addition to the four class actions and all other work performed by Class Counsel) helped persuade Verizon ultimately to capitulate and resolve this case on a class basis.

³ For comparison’s sake, if these individual arbitrations had instead been filed in federal court and consolidated into a coordinated multidistrict litigation (“MDL”), it would have constituted the fifth largest MDL currently pending in the United States – after 3M Earplugs (MDL 2885), J&J Talcum Powder (MDL 2738), Hernia Mesh (MDL 2846), and Zantac (MDL 2924). See

- Defeated Verizon’s motions to dismiss and/or to compel individual arbitrations in three separate jurisdictions, resulting in two published opinions – one by the New Jersey Appellate Division and another in California federal court;
- Won a determination by an AAA process arbitrator in a proceeding concerning an initial grouping of thousands of arbitration clients that the so-called “bellwether” provision of the Verizon arbitration clause, which limited arbitrations to sequential groups of 10 arbitrations at a time, was not enforceable by the AAA against those claimants because it would result in extraordinary delays and violate the principles of the AAA Consumer Due Process Protocol;
- Won an appeal before the New Jersey Appellate Division after briefing and oral argument, persuading that appellate court to rule in a published opinion that Verizon’s arbitration clause was unconscionable and unenforceable;
- Fully briefed (and prepared to argue) the validity and enforceability of Verizon’s arbitration clause before the New Jersey Supreme Court and the federal Court of Appeals for the Ninth Circuit;⁴
- Examined nearly 80,000 pages of documents produced by Verizon; and
- Participated in a full-day mediation session before former federal magistrate judge Hon. Jay C. Gandhi (Ret.), followed by several months of contentious, arms-length settlement negotiations, which ultimately resulted in the proposed nationwide class settlement for which approval is now sought.

11. In sum, Class Counsel, comprised of ten attorneys from three small firms (along with five paralegals and law clerks), collectively spent, on average, approximately half of their working hours over the past three years to prosecute this litigation to a successful conclusion – a \$100 million, non-reversionary nationwide class settlement against a colossal, well-heeled defendant represented by four well-respected, large defense firms; a company that currently is ranked number 26 among Fortune 500 companies and services nearly 25% of the population of the United States.

https://www.jpml.uscourts.gov/sites/jpml/files/Pending_MDL_Dockets_By_Actions_Pending-January-2-2024.pdf (last accessed Jan. 31, 2024).

⁴ Both of these appeals were inordinately complex. In addition to briefing by the parties, they attracted multiple amicus curiae briefs – two before the New Jersey Supreme Court and three before the Ninth Circuit.

12. The successes achieved by Class Counsel, and the ultimate results obtained, are nothing short of exceptional. This outcome could not have been realized but for the extraordinary time and effort invested by Class Counsel.

13. Despite this, neither Plaintiffs nor any class member has paid any fees whatsoever to Class Counsel. Plaintiffs were not even charged a consultation fee.

14. Nor did Plaintiffs pay any costs, all of which were advanced by counsel.

15. Rather, Class Counsel brought this matter entirely on a contingent basis, with no guarantee of any recovery for the time they invested in this case or even for reimbursement of their costs (which exceeded \$163,000.00 here) unless they prevailed. Class Counsel now seek a combined award of attorneys' fees and costs in the amount of \$33,300,000 – an amount comprised of exactly 33.3% of the \$100 million Settlement Fund. Pursuant to the settlement, Verizon has agreed to not contest a motion seeking payment of this amount in attorneys' fees and costs, and Class Counsel have agreed to accept it, subject to Court approval. For the following reasons, it is submitted that the requested award of attorneys' fees and costs of \$33,300,000 is reasonable and should be approved.

16. This case illustrates precisely why the class action mechanism exists: to eliminate the "safe harbor" that occurs when a defendant inflicts on consumers damages that are too small to make individual actions economically feasible and/or to permit the consumers to attract experienced counsel to pursue such small claims. See Iliadis v. Wal-Mart Stores, Inc., 191 N.J. 88, 105 (2007):

When one inflicts minor harm across a dispersed population, "the defendant is, as a practical matter, immune from liability unless a class is certified." This Court, therefore, has been hesitant to provide defendants procedural shelter through a restrictive reading of the class-action rule.... If each victim were remitted to an individual suit, the remedy could be illusory, for the individual loss may be too small to

warrant a suit or the victim too disadvantaged to seek relief. Thus the wrongs would go without redress and there would be no deterrence to further aggression. (emphasis added) (citations omitted).

17. Here, Verizon customers incurred alleged out-of-pocket losses of between \$1.95 and \$185.25 per line from paying the Administrative Charge. The average Verizon customer has 2.5 lines, and was a subscriber for 54 months during the class period, which means the average customer paid a maximum of \$263.25 in Charges. See Attachment B.

18. Approximately 58 million class members paid the alleged unlawful Administrative Charge during the class period; thus, 58 million persons suffered losses that, frankly, are far too small to attract counsel who would be willing to pursue such claims individually on a contingency basis. Nor would any class member be willing to hire counsel on an hourly basis for such a claim, because only a fanatic or a fool would pay an attorney his or her normal hourly rate to chase \$500 or less.

19. Thus, without the class action device, the Verizon customer's only option to recover the allegedly unlawful Charges they paid would be to engage in a quixotic quest in which they sued Verizon pro se on an individual basis either in arbitration (which would also require them to pay a \$200 filing fee) or small claims court, where they would be forced to square off with experienced, well-heeled defense counsel on claims which are far too complex for the average lay person.

20. It is highly doubtful that any of the aggrieved customers would have even tried to go down that difficult and costly road. Rather, it is far more likely that, as recognized by the Supreme Court in Iliadis, these customers would have just "eaten" their losses, while Verizon would have retained the alleged unlawful Administrative Charges it collected.

21. But with the class action device, Plaintiffs and the class here were able to band together to attract competent counsel willing to risk significant attorney hours, and to advance all costs, to try and obtain a favorable result for the class as a whole on a contingent basis, despite knowing that that they would receive nothing if they lost.

22. Fortunately, Class Counsel did not lose, but rather achieved an extraordinary result that is extremely rare in a class action, and particularly in a class action of this size, in which every single class member who submits a valid claim would receive a \$15 dollar payment plus \$1 for every month of service, up to a maximum of \$100, subject to pro rata reduction based on the total number of valid filed claims.

23. Based on the high level of class participation and the substantial number of claims received thus far – nearly 4.1 million claims out of a class size of 58 million – counsel now anticipate receiving up to 5 million verified claims, which means that each class member who files a claim will receive an average payment of \$11.80, with a maximum payment of \$18.99. This would result in a recovery of between **4.5% and 242%** of the fees paid by the average class member during the class period under Plaintiffs’ damages theories. See Attachment B.

24. Obtaining such a settlement benefit for a nationwide class of approximately 58 million members is simply a phenomenal outcome. See, e.g., Educ. Station Day Care Ctr., Inc. v. Yellow Book USA, Inc., 2007 WL 1245971 at *2 (App. Div. 2007) (noting that the “**average**” recovery for class members in a “**typical class action**” settlement is “**nine to twelve percent of maximum possible damages.**”

25. Throughout this case, Class Counsel have sought to put Plaintiffs and the class first and have worried about getting paid later. Pursuant to Class Counsel’s usual practice, which

is the preferred practice recommended by the Manual for Complex Litigation and case law, there was no simultaneous negotiation of class relief and attorneys' fees in this matter.

26. Rather, Class Counsel insisted that the substantive relief for the class be negotiated and agreed upon first. Only after Verizon agreed to provide that relief to the class did the parties negotiate over attorneys' fees and costs.

27. Verizon eventually agreed to pay a combined award of attorneys' fees and litigation costs to Class Counsel equal to 33.3% of the common fund, and Class Counsel have agreed to accept this amount, subject to Court approval. Class Counsel submits that the requested award of attorneys' fees and costs is reasonable and should be approved.

28. I believe the foregoing has provided me with a firm basis for evaluating the risks of this case, the relative strengths and weaknesses of the parties' positions, and the reasonableness of the proposed settlement.

29. It is my opinion that, given the current state of the law and the facts which are now known regarding this action, the proposed settlement is not only fair and reasonable, but represents an excellent result for the class.

30. The parties have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation, and to resolve finally and completely all pending and potential claims of Plaintiffs and all members of the class.

31. Substantial arm's-length settlement negotiations have taken place between the parties.

32. Plaintiffs and their counsel recognize the costs and risks of further prosecuting this litigation, and believe that Plaintiffs' best interests, and the interests of all class members, are best served by the proposed class settlement as memorialized in the Settlement Agreement.

33. Defendant also recognizes the costs and risks of litigation and believes this proposed settlement is a fair means of resolving this litigation.

34. My firm undertook this matter entirely on a contingent basis and was responsible for advancing all costs and expenses in the prosecution of this matter. Any fees earned and reimbursement of expenses in this matter will be limited to such amounts as may be awarded by the Court.

35. To date, attorneys and paralegals from my firm have performed 16,702.9 hours of work in this matter, comprised of 13,234.0 attorney hours and 3,468.9 paralegal hours. 3,523.4 of those hours were performed by me; 3,282.7 of those hours were performed by my partner Joseph A. Osefchen; 3,357.5 of those hours were performed by my partner Shane T. Prince; 1,634.5 of those hours were performed by my partner Joseph D'Aversa; and 1,435.9 of those hours were performed by my partner Charles Galvin. See Time and Expense Report attached hereto as **Attachment K**. See also accompanying Certifications of Joseph A. Osefchen, Shane T. Prince, Joseph D'Aversa, and Charles Galvin.

36. An additional 14,075.3 hours of work were performed by my co-counsel in this matter – 12,717.7 by my co-counsel Hattis & Lukacs, and 1,380.5 by my co-counsel Criden & Love. See Time and Expense Report attached hereto as **Attachment K**. See also accompanying Certifications of Daniel Hattis and Michael Criden

37. Based upon my experience with class actions, it is my opinion that a conservative estimate of the attorney time that will be required from my firm through and subsequent to the final approval hearing in this matter will be between 150 and 200 hours to cover the final approval hearing, respond to objections, handle class member inquiries, perform various administrative duties, and resolve any potential disputes regarding the implementation of the settlement. Our

office has averaged at least 20 calls or emails a day since notices to the class first were emailed on January 3, 2024.

38. Based upon the current hourly rates charged by my firm and my co-counsel in complex matters, as approved by prior courts in class actions, the raw, unadjusted lodestar value of the time spent by class counsel on this matter through January 2023 is \$17,124,982.50. See Time and Expense Report attached hereto as **Attachment K**.

39. Class Counsel has advanced all costs of litigation in prosecuting this matter. The total costs advanced by my firm as of the date of settlement in this matter was \$87,243.72. See Time and Expense Report attached hereto as **Attachment K**. Additionally, my firm's co-counsel Hattis & Lukacs advanced \$68,451.81 in costs, and co-counsel Criden & Love advanced \$7,732.90 in costs. Each of these costs were necessary for the successful prosecution and eventual settlement of this matter.

40. The current hourly rates charged by our firm for complex litigation are \$650 per hour for myself, Mr. Osefchen, and Mr. Prince, and \$625 per hour for Mr. D'Aversa and Mr. Galvin. See qualifications and experience of Mr. Osefchen, Mr. Prince, Mr. D'Aversa, and Mr. Galvin as set forth in their attached certifications.

41. Over the last several years, my historical hourly rates have been approved by courts in numerous class action cases, including: Viggiano v. Surety Title Co., LLC, No. CAM-L-3155-22 (Super. Ct. Camden Co., N.J.) (\$600 per hour); Robey v. Trusted Settlement Services, LLC, No. GLO-L-283-22 (Super. Ct. Gloucester Co., N.J.) (\$600 per hour); DeMarco v. Atlanticare Health Services, Inc., No. ATL-L-829-22 (Super. Ct. Atlantic Co., N.J.) (\$600 per hour); Comisky v. National Integrity LLC et al., Docket No. CAM-L-626-22 (Sup. Ct.) (\$600.00 an hour); Saliu v. Weichert Title Agency, Docket No. CAM-L-1153-21 (Super. Ct. Camden Co.,

N.J.) (\$550 per hour); Barba v. Old Navy, LLC, No. CGC-19-581937 (Super. Ct. San Francisco Co., Cal.) (\$550 per hour); Leone v. Homeserve USA Corp., Docket No. GLO-L-1199-19 (Super. Ct. Gloucester Co., N.J.) (\$550 per hour); Arabia, et al. v. Infinity Diagnostics Laboratory, Inc., No. ATL-L-3962-20 (Super. Ct. Atlantic Co., N.J.) (\$550 per hour); Salcedo v. HealthPlus Surgery Center, LLC, No. ESX-L-74-19 (Super. Ct. Essex Co., N.J.) (\$550 per hour); Celestin v. Avis Budget Group, Inc., et al., No. MER-L-102-19 (Super. Ct. Mercer Co., N.J.) (\$550 per hour); Console v. Medical Records Online, Inc., No. CAM-L-2133-18 (Super. Ct. Camden Co., N.J.) (\$550 per hour); Gill & Chamas, LLC v. MyHealth, LLC, No. MID-L-2110-19 (Super. Ct. Middlesex Co., N.J.) (\$550 per hour); Gill & Chamas, LLC v. Comprehensive Orthopaedics, P.A., No. MID-L-2021-19 (Super. Ct. Middlesex Co., N.J.) (\$550 per hour); Pearson v. Camden County, et al., No. CAM-L-2715-19 (Super. Ct. Camden Co., N.J.) (\$550 per hour); Neidle v. Acme Trading Expeditions, LLC, et al., Docket No. CAM-L-3026-18 (Super. Ct. Camden Co., N.J.) (\$550 per hour); Kasher Law Group LLC v. Ciox Health LLC, Docket No. CAM-L-4719-17 (\$550 per hour); Andrews, et al. v. The Gap Inc., et al., Case No. CGC-18-567237 (Super. Ct. San Francisco Co., Cal.) (\$550 per hour); Stanley v. Capri Training Ctr., Inc., Docket No. ESX-L-1182-16 (Super. Ct. Essex Co., N.J.) (\$550 per hour); Milstead v. Robert Fiance Beauty Schools, Inc., Docket No. CAM-L-328-16 (Super. Ct. Camden Co., N.J.) (\$550 per hour); Hockfield & Kasher, PA v. Star Med, LLC, Docket No. CAM-L-813-17 (Super. Ct. Camden Co., N.J.) (\$550 per hour); Regis Fitzgerald v. Rizzieri Institute, Inc., et al., Docket No. CAM-L-3646-16 (Super. Ct. Camden Co., N.J.) (\$550 per hour); Anderson, et al. v. Burlington Coat Factory, et al., Docket No. CAM-L-2582-17 (\$550 per hour); Ashkenazi v. Bloomingdale's, Inc., Case No. 3:15-cv-02705-PGS-DEA (\$550 per hour); and LMA Legal, LLC v. Record Reproduction Servs., Inc., Docket No. CAM-L-4137-16 (\$550 per hour).

42. I have tried to verdict fourteen (14) cases before a jury with favorable results in 9 of those cases.

43. I am Certified by the Supreme Court of New Jersey as a Civil Trial Attorney.

44. I was lead counsel and litigated the following list of published cases: Achey v. Cellco Partnership et al., 2023 N.J.Super. LEXIS 45 (App.Div. 2023); Robey v. Sparc, 474 N.J.Super. 593 (App.Div. 2023); Nemykina v. Old Navy, LLC, 461 F.Supp. 3d 1054 (W.D.WA 2020); Goffe v. Foulke Management Corp., 238 N.J. 191 (2019); Munning v. Gap Inc., et. al., 238 F.Supp. 3d 1195 (N.D.CA 2017); In re Subway Footlong Sandwich Mktg. & Sales Practices Litig., 316 F.R.D. 240 (E.D.Wis. 2016); Bernetich, Hatzell & Pascu, LLC v. Medical Records Online, Inc., 445 N.J.Super. 173 (App.Div. 2016); In re Whole Foods Mkt., 163 F.Supp.3d 385 (W.D.Tex. 2016); Broederdorf v. Bachelor, 129 F.Supp.3d 182 (E.D.Pa. 2015); In re Subway Footlong Sandwich Mktg., 949 F.Supp.2d 1369 (MDL 2013); In re Morgan Stanley Smith Barney, LLC Wage & Hour Empl., Practices Litig., 818 F.Supp.2d 1381 (MDL 2011); NAACP of Camden County East v. Foulke Management Corp., 421 N.J.Super. 404 (App.Div. 2011); In re Apple & AT&TM Antitrust Litig., 826 F.Supp. 1168 (N.D.CA. 2011); In re Apple & AT&TM Antitrust Litig., 596 F.Supp.2d 1288 (N.D.CA.2008); Schmoll v. J.S. Hovnanian & Sons, LLC, 394 N.J.Super. 415 (App.Div. 2007); Bruno v. Mark MaGrann Associates, Inc., 388 N.J.Super. 539 (App.Div. 2006); Tax Authority, Inc. v. Jackson Hewitt, Inc., 187 N.J. 4 (2006) W. v. L.R., 325 N.J.Super. 543 (App.Div. 1999)

45. I have served as lead or co-lead counsel in over 200 class actions involving consumer fraud, violations of the Real Estate Settlement Procedures Act (RESPA), construction defects, wage and hour violations, and environmental torts. Such class actions, include, but are not limited to, the following cases:

Federal Class Actions: Ashkenazi v. Bloomingdale's, Inc., Case No. 3:15-cv-02705-PGS-DEA (TCPA class action that settled for \$1.4 million); Manopla, et al. v. Home Depot USA, Inc., et al., Civil Action No: 3:15-cv-01120-PGS-TJB (TCPA class action which resulted in a \$4.3 million settlement); Filannino-Restifo v. TD Bank, N.A., Civil Action No. 1:16-cv-2374-JBS-JS (D.N.J.)(a N.J. CFA action that settled for \$9,445,000 alleging Defendants coin-counting machines were under counting); Poole v. Merrill Lynch, Civil Action No. 06-cv-1657 (D.Or.) (a nationwide wage and hour class action that settled for \$43.5 million); Kaufman v. JP Morgan Chase, Civil Action No. 05-cv-9750 (S.D.N.Y.) (\$5 million wage and hour class settlement); Telliho v. American Traffic Solutions, Civil Action No. 3:12-cv-4800-SGS (\$4.2 million settlement regarding New Jersey red light cameras); Anderson v. Redflex, Civil Case No. 3:12-cv-5198 (\$2.1 million settlement regarding New Jersey red light cameras); Bernhard v. TD Bank, Civil Action No. 08-4392-RBK-AMD (D.N.J.) (\$375,000 wage and hour settlement); Kaufmann v. Commerce Bancorp., Civil Action No. 06-cv-4664-RBK-RMD (D.N.J.) (\$600,000 wage and hour settlement); Jones v. Commerce Bancorp. Inc., Civil Action No. 05-cv-05600-RBK-AMD (D.N.J.) (injunctive relief settlement); DeMarco v. National Collector's Mint, Inc., 229 F.R.D. 73 (S.D.N.Y. 2005) (a matter of first impression which resulted in a settlement valued at \$9 million); Carnival, et al. v. WMX, Technologies, et al., Civil Action No. 97-5122 (D.N.J.) (\$5.1 million settlement); Arnold, et al. v. Ambassadors International, Inc., et al., Civil Action No. 01-CV-2020 (RBK) (D.N.J.) (settlement valued at \$5 million in addition to injunctive relief);

State Court Class Actions: Viggiano v. Surety Title Co., LLC, No. CAM-L-3155-22 (Super. Ct. Camden Co., N.J. (consumer fraud class action); Seale, et al. v. Altice USA, Inc., et al., No. MER-L-618-23 (Super. Ct. Mercer Co., N.J.) (\$15 million settlement on behalf of class members who were charged allegedly undisclosed fees); Robey v. Trusted Settlement Services,

LLC, No. GLO-L-283-22 (Super. Ct. Gloucester Co., N.J.) (consumer fraud class action); Bratton v. Mavis Tire Supply, LLC, Docket No. BUR-L-1085-21 (Super. Ct. Burlington Co., N.J.) (\$650,000 settlement on behalf of class members who were charged allegedly undisclosed fees); Reid v. RCN Telecom Servs., LLC, et al., Docket No. MER-L-315-22 (Super. Ct. Mercer Co., N.J.) (\$6.65 million settlement on behalf of class members who paid alleged improper late fees); Grillo v. RCN Telecom Services, LLC, et al., Docket No. MER-L-1319-22 (\$11.5 million settlement on behalf of 835,000 class members paying an alleged bogus Network access maintenance fee); Barba v. Old Navy, Superior Court of California, San Francisco (\$340 million settlement for a class of almost 34 million class members who were subjected to fake sales and false reference pricing); Leone v. Homeserve USA Corp., Docket No. GLO-L-1199-19 (Superior Court of New Jersey, Gloucester County) (\$1,175,000 settlement on behalf of 16,000 South Jersey Gas customers who allegedly purchased home service warranties based on alleged deceptive sales practices committed by Defendants); Pearson v. Camden County, et al., No. CAM-L-2715-19 (\$250,000 settlement providing refunds of allegedly-unlawful electronic convenience fees paid by New Jersey consumers); Andrews, et al. v. Gap, et al., Case No. CGC-18-567237 (Superior Court of California) (\$144 million settlement for a class of almost 24 million class members who were subjected to fake sales and false reference pricing); Press, et al. v. J. Crew Group, Inc., et al., Case No. 56-2018-00512503 (Superior Court of California) (\$24 million settlement for a class of almost three million class members who were subjected to fake sales and false reference pricing); Anderson, et al. v. Burlington Coat Factory, et al., Docket No. CAM-L-2582-17 (\$9 million settlement on behalf of a class alleging deceptive comparison pricing); Jones, et al. v. EEG, Inc., et al., Phila. Ct. Comm. Pls. No. 160800812 (August Term, 2016) (\$6.75 million settlement for alleged violations of various New Jersey and Pennsylvania consumer fraud statutes by a beauty

school for allegedly overcharging its paying customers); Krivy v. Jean Madeline Educ. Ctr. of Cosmetology, Inc., Phila. Ct. Comm. Pls. No. 2603 (Feb. Term 2014) (\$1.35 million consumer fraud settlement); Barkers v. PSEG, Docket No. BUR-C-39-03 (settlement resulted in PSEG repairing 3,000 defective gas meter sets throughout the State of New Jersey and resulted in the Board of Public Utilities adopting new gas meter regulations); Felderstein v. Orleans, Docket No. BUR-L-479-02 (\$345,000 settlement); Melnick v. Orleans, Docket No. BUR-L-152-01 (\$1.4 million settlement); Spectracom, Inc. v. Cell Direct Corporation and Fax.com, Inc., Docket No. CAM-C-116-02 (injunctive relief settlement); Ward and Decker v. York International, et al., Docket No. BUR-L-2693-03; Schmoll, et al. v. Hovnanian, Docket No. BUR-C-141-02; Staub v. Hoeganaes, Docket No. BUR-L-2080-03 (\$1.4 million settlement); Blasini v. Weichert South Jersey, Inc., Docket No. BUR-L-736-11 (\$525,000 for a class of 8,000 home buyers charged an allegedly illegal \$200 administrative fee by Weichert in violation of the New Jersey CFA); Blasini v. Prudential Fox & Roach, Docket No. BUR-L-989-11 (\$270,000 for a class of 4,000 home buyers charged an allegedly illegal \$275 administrative fee by Prudential in violation of the New Jersey CFA); Baraldi v. Surety Title, Docket No. BUR-L-3379-11 (a settlement on behalf of 36,000 Surety customers who were allegedly overcharged deed and mortgage recording fees and were refunded 100% of the overcharge through a claims process); Blasini v. Trident Land Transfer Company of New Jersey, LLP; Trident Insurance Agency Company, LP; Trident Insurance Agency Company, LP; Trident Abstract Title Agency, LLC; and Trident Group, Inc., Docket No. CAM-L-2355-11 (a settlement on behalf of 17,000 Trident customers who were allegedly overcharged mortgage recording fees and were refunded 100% of the overcharge through a claims process).

46. I have presented and/or lectured to attorneys on the following class action topics at the following Continuing Legal Education seminars:

- Lecturer, “Fair Labor Standards Act (FLSA) Collective Actions,” Camden County Bar Association Labor & Employment Law Committee, November 12, 2008
- Lecturer, “Private Practice Professional Development Symposium – Class Action Litigation,” Rutgers-Camden University School of Law, February 28, 2009
- Lecturer, “Anticipating Class Actions,” Camden County Bar Association Class Action Practice Committee, March 23, 2010
- Lecturer, “The Impact of Recent Developments in Class Action Law in the Interests of Plaintiffs and Defendants – New Jersey and Beyond,” Camden County Bar Association Class Action Practice Committee, April 19, 2011
- Lecturer, “Challenges for Plaintiffs and Defendants Posed by Recent NJ Class Action Decisions,” Camden County Bar Association Class Action Practice Committee, May 16, 2012
- Lecturer, “Consumer Fraud Product Labeling Class Actions: One Label, Very Different Perspectives – Plaintiffs, Defendants and the Government,” Perrin Conferences, November 15, 2012
- Lecturer, “Ascertainable Loss Under the NJ CFA – More than Just Out-of-Pocket Damages,” New Jersey Association for Justice, Meadowlands Seminar, November 15, 2013
- Lecturer, “Identifying Consumer Class Actions,” New Jersey Association of Justice, Boardwalk Seminar, April 9, 2015
- Lecturer and Co-Chair, “Consumer Law – Boardwalk Seminar 2016 – Identify Class Actions in Your Practice”, NJAJ Educational Foundation, Inc.’s Boardwalk Seminar 2016, April 8, 2016
- Lecturer, “Insights into Federal Practice: Perspectives of the Bench and Bar”, The United States District Court for the District of New Jersey, in conjunction with the Association of the Federal Bar of New Jersey, February 24, 2017
- Lecturer and Co-Chair, “Consumer Law – Boardwalk Seminar 2017 – Update on Arbitration Decisions and Aspects of the TCPA”, NJAJ Educational Foundation, Inc.’s Boardwalk Seminar, April 26, 2017
- Moderator and Co-Chair, “Consumer Law – Boardwalk Seminar 2018”, NJAJ Educational Foundation, Inc.’s Boardwalk Seminar, May 9 & 10, 2018

- Lecturer, “Class Action Litigation in 2020: What You Need to Know”, New Jersey Bar Association CLE, February 10, 2020
- Moderator and Co-Chair, “Consumer Law – Boardwalk Seminar 2021”, NJAJ Educational Foundation, Inc.’s Boardwalk Seminar, June 28, 2021
- Lecturer, “Mass Torts Law – Boardwalk Seminar 2022 – PFOA Litigation”, NJAJ Educational Foundation, Inc.’s Boardwalk Seminar, April 28, 2022

47. I am co-author of the following publication relating to class actions:

- Co-author, “A Plaintiff’s Perspective of the New “Ascertainability” Requirement in Federal Class Actions,” New Jersey Lawyer Magazine, March 2015.

48. The named Plaintiffs in this matter provided substantial assistance to us throughout the case on behalf of the class. Plaintiffs initially contacted class counsel, conferred with class counsel several times, provided documents and information needed to draft the class complaints, and reviewed the class complaints to ensure accuracy. Plaintiffs also provided documents and information needed to draft discovery requests and further prosecute the case to a successful conclusion. Plaintiffs have been very involved with the case and frequently contacted my office to inquire, what, if anything, they could do to assist. Thus, it is my opinion that Plaintiffs are entitled to the requested incentive awards.

49. The members of the settlement class have been notified of the settlement in the manner previously approved by the Court.

50. The class notice was also published on my firm’s website, as required by the Court’s preliminary approval order.

51. Out of approximately 58 million class members, thus far only 13 have objected to the proposed class settlement, and just 122 class members have requested exclusion from the class. The opt-out deadline in this matter is February 20, 2024, and the objection deadline is February 26, 2024.

52. Attached hereto as **Attachment A** is a true and correct copy of the fully-executed Settlement Agreement in this matter, dated November 98, 2023.

53. Attached hereto as **Attachment B** is a true and correct copy of the Damages Allocation Calculation.

54. Attached hereto as **Attachment C** is a true and correct copy of the Order Granting Final Approval to Class Action Settlement and Related Relief in the matter Seale v. Altice USA, Inc., et al., Docket No. MER-L-618-23 (Super. Ct. Mercer Cnty., N.J.) (McLaughlin, J.S.C.).

55. Attached hereto as **Attachment D** is a true and correct copy of the Order Granting in Part and Denying in Part Defendant's Motion for Summary Judgment in the matter Tillage, et al. v. Comcast Corporation, et al., Case No. 17-cv-06477-VC.

56. Attached hereto as **Attachment E** is a true and correct copy of the Order Denying Motion for Class Certification; Denying Motions to Seal in the matter Tillage, et al. v. Comcast Corporation, et al., Case No. 17-cv-06477-VC.

57. Attached hereto as **Attachment F** is a true and correct copy of the AAA Order Dismissing Claims in Keehner v. Cellco, No. 01-22-0004-3819 (April 24, 2023).

58. Attached hereto as **Attachment G** is a true and correct copy of the AAA Final Award in Mason v. Verizon, No. 01-22-0004-3816 (May 3, 2023).

59. Attached hereto as **Attachment H** is a true and correct copy of the AAA Order on Motion to Strike in Ramsey v. Cellco, No. 01-22-0004-3817 (November 29, 2023).

60. Attached hereto as **Attachment I** is a true and correct copy of the AAA Order finding in favor of Verizon in Harper v. Verizon, No. 01-22-0004-3820 (December 12, 2023).

61. Attached hereto as **Attachment J** is a true and correct copy of the Order Granting Final Approval to Class Action Settlement and Related Relief in the matter Grillo, et al. v. RCN

Telecom Services, LLC, et al., Docket No. MER-L-1319-22 (Super. Ct. Mercer Cnty., N.J.)
(Walcott-Henderson, P.J. Ch.).

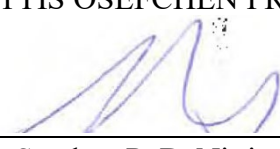
62. Attached hereto as **Attachment K** is a true and correct copy of the Time and Expense Summary Sheet for DeNittis Osefchen Prince as of January 31, 2024, which summarizes the time and costs expended by class counsel in the prosecution of this matter.

I declare under penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct.

Dated: January 31, 2024

Respectfully submitted,

DeNITTIS OSEFCHEN PRINCE, P.C.

BY: 

Stephen P. DeNittis

Attachment A

DEAN ESPOSITO, JEFFREY ACHEY, MARILYN ACHEY, JUSTIN ANDERSON, DEIDRE ASBJORN, GREGORY BURLAK, CARLA CHIORAZZO, JUDITH CHIORAZZO, JOHN CONWAY, ADAM DEMARCO, JAMES FISHER, ALLISON GILLINGHAM, LORRAINE GILLINGHAM, DOREE GORDON, DONNA HARTMAN, PATRICIA JUSTICE, DAVID KELLY, CHRISTINA MANFREDO, JUDITH OELENSCHLAGER, DANIEL PATINO, JAMES PRATE, MICHAEL SCHEUFELE, RUSSELL SEWEKOW, DEBORAH STROYEK, LINDA TEER, CHRISTINE TRAPPE, BRENDA TRIPICCHIO, TERESA MACCLELLAND, KAREN UMBERGER, SCOTT WILLITS, MICHAEL BRANOM, MOLLY BROWN, MICHAEL CARNEY, TIM FRASCH, PATRICIA GAGAN, ANNA GUTIERREZ, LINDA JENKINS, AUGUSTUS JOHNSON, WILLIAM KAUPELIS, MARILYN KAYE, JANETTE LISNER, WILLIAM ERIC LOUGH, DAVID MASSARO, LOUISE MONSOUR, DARLEEN PEREZ, GABRIELLE POZZUOLI, VALERIE REED, BRUCE SCHRAMM, KERRY SHOWALTER, JOHN ST. JARRE, GLORIA STERN, EDNA TOY, TERESA TOY, VANESSA WEST, MARY BOWMAN, ART CAPRI, DEBRA CASEY, KARYN CHALLENGER. TYSON COHRON, CINTIA CORSI, ANDI ELLIS, LAURIE FRANTZ, ASHLEY GARRISON, ANGELA GREEN, CARLOS GUTIERREZ, JAMES HOLLING, KAREN HUDSON, JERRY HUNT, JENNIFER HURTT, JOYCE JONES, LYNN KIRALY, MICHELLE LACUESTA, JASON MCCONVILLE, JOSE NICOT, SANDRA OSHIRO, LESLIE OWENS, JON SANTOS, TERRY SEXTON, KATHLEEN WRIGHT, PAMELA M. ALLEN, SAMANTHA ALBAITIS, CYDNI ARTERBURY, LISA BAKER, BRIANA BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT,

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
LAW DIVISION

DOCKET NO. MID-L-

**CLASS ACTION SETTLEMENT
AGREEMENT**

LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

This Class Settlement Agreement (“Settlement Agreement”) dated November 8, 2023 is entered into by and between all named Plaintiffs set forth in the caption above (collectively, “Plaintiffs”) on behalf of themselves and the Settlement Class (as defined below), and Defendant Cellco Partnership d/b/a Verizon Wireless (“Verizon” and collectively with Plaintiffs, the “Parties”). This Settlement Agreement is conditioned upon and subject to approval of the Court as required by New Jersey Rules of Court Rule 4:32-2. Settlement Class Counsel (as defined below) and the Parties stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement and upon the Effective Date (as defined below), this Action (as defined below) and all Released Claims (as defined below) shall be finally and fully settled, compromised, and released, on the following terms and conditions:

I. RECITALS

A. Plaintiffs’ counsel previously initiated four putative class actions asserting individual state and nationwide class claims (the “Putative Class Cases”) against Verizon, captioned: (1) *MacClelland, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 21-cv-08592 (N.D. Cal.); (2) *Corsi, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 22-cv-04621 (D.N.J.); (3) *Allen, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 23-cv-01138

(D.N.J.); and (4) *Achey, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, MID-L-000160-22 (N.J. Super.).

B. Each of the Putative Class Cases asserts claims on behalf of Plaintiffs and others who had Verizon post-paid wireless service plans and were charged and paid an administrative charge (the “Administrative Charge”) within the applicable statutes of limitations. In those actions, Plaintiffs allege, as they do here, that Verizon’s representations and advertisements regarding the price of its post-paid wireless service plans were misleading because the prices did not include the Administrative Charge, and that Verizon implemented and charged the Administrative Charge in a deceptive and unfair manner. Among other relief, in the Putative Class Cases, Plaintiffs seek injunctive relief and damages on behalf of themselves and the proposed classes, mirroring the relief sought here.

C. While none has yet reached a merits or class certification determination, the Putative Class Cases already have been extensively litigated. In each case, Verizon moved to compel arbitration of Plaintiffs’ claims and to stay the respective litigations, resulting in multiple rounds of briefing and appeals to date. The current procedural posture of each of the Putative Class Cases is summarized below:

- ***MacClelland (N.D. Cal.)***: On July 1, 2022, the court denied Verizon’s motion to compel arbitration; Verizon has appealed to the Ninth Circuit, which has scheduled argument for November 14, 2023. *See MacClelland v. Cellco P’ship*, 609 F. Supp. 3d 1024, 1028 (N.D. Cal. 2022), *appeal filed*, 22-16020 (9th Cir.).

- ***Corsi (D.N.J.)***: On June 2, 2023, the court denied without prejudice Verizon’s motion to compel arbitration and ordered the parties to conduct limited discovery on the issue of arbitrability. *See Corsi v. Cellco P’ship*, 2023 WL 3775320, at *3 (D.N.J. June 2, 2023).

On October 13, 2023, the parties submitted stipulated facts to the court that would permit the court to resolve Verizon's motion.

- ***Allen (D.N.J.):*** Given the court's Order in *Corsi* (before the same district judge), Verizon withdrew its then-pending motion to compel arbitration. On August 11, 2023, the *Allen* plaintiffs filed an amended complaint adding additional plaintiffs from different states, and asserting deceptive trade practices claims based on those states' consumer protection statutes. On October 13, 2023, the parties submitted stipulated facts to the court that would permit the court to resolve a motion by Verizon to compel arbitration.

- ***Achey (N.J. Super.):*** On July 15, 2022, the court severed a limitation on damages in Verizon's customer agreement, but enforced the remainder of the agreement and compelled arbitration. On May 1, 2023, the New Jersey Appellate Division reversed in part and deemed the arbitration agreement unenforceable. *See Achey v. Cellco P'ship*, 475 N.J. Super. 446, 450 (N.J. App. Div. 2023). On June 1, 2023, Verizon petitioned the New Jersey Supreme Court for certification and review of the Appellate Division's order. *See Achey v. Cellco P'ship*, Dkt. No. 088253 (N.J.). On September 11, 2023, the New Jersey Supreme Court accepted the appeal.

D. On August 23, 2023, the Parties and their counsel participated in a full-day mediation with mediator Hon. Jay C. Gandhi (ret.) of JAMS in an effort to settle all the Putative Class Cases.

E. Following the mediation, after further, extensive arms-length negotiations, the Parties reached an agreement in principle to settle on the terms and conditions embodied in this Settlement Agreement.

F. This action (the “Action”) joins all the named Plaintiffs and claims asserted on behalf of the Plaintiffs in the Putative Class Cases, and the putative classes they seek to represent, in a single, consolidated proceeding.

G. Settlement Class Counsel have performed substantial work in the prosecution of the claims of the Plaintiffs and the Settlement Class Members. Settlement Class Counsel have conducted extensive factual and legal research into the claims and various potential defenses in this matter, and have engaged in substantial motion practice. Settlement Class Counsel have conducted an extensive investigation regarding Verizon’s practices, including reviewing approximately 80,000 documents produced by Verizon. Settlement Class Counsel believe that the proposed settlement of this Action, as set forth herein, is fair, reasonable, and adequate, and in the best interests of the proposed Settlement Class and that this Settlement Agreement should be approved by the Court under New Jersey Rules of Court Rule 4:32-2.

H. Based upon their review, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, Plaintiffs and Settlement Class Counsel, on behalf of the proposed Settlement Class, have agreed to settle this Action pursuant to the provisions of this Settlement Agreement, after considering, among other things: (1) the substantial benefits to the Settlement Class Members under the terms of this Settlement Agreement; (2) the risks, costs, and uncertainty of protracted litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating this Settlement Agreement promptly in order to provide expeditious and effective relief to the Settlement Class Members.

I. Verizon has denied and expressly continues to deny any wrongdoing or liability whatsoever and does not admit or concede any actual or potential fault, wrongdoing, or liability in

J. Verizon considers it desirable to resolve this Action on the terms stated herein, in order to avoid further expense, inconvenience, and interference with its business operations, and to dispose of burdensome litigation. Therefore, Verizon has determined that the settlement of this Action on the terms set forth herein is in its best interests.

K. This Settlement Agreement reflects a compromise between the Parties, and shall in no event be construed as or deemed an admission or concession by any Party of the truth of any of the pleadings in this Action, or of any fault on the part of Verizon, and all such allegations or the validity of any purported claim or defense asserted, are expressly denied by Verizon. Nothing in this Settlement Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

L. Nothing in the Recitals in this Section I shall affect the scope of the Release granted in this Settlement Agreement.

II. DEFINITIONS

A. As used in this Settlement Agreement, including the exhibits attached hereto, the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

1. “Accountholder(s)” means the person(s) on the Verizon post-paid wireless account financially responsible for the account.

2. “Action” means the above-captioned action, *Esposito et al. v. Cellco Partnership d/b/a Verizon Wireless*, Docket No. MID-L- (N.J. Sup. Ct.).

3. “Administrative Costs” means and includes: the reasonable costs and expenses of the Settlement Administrator associated with disseminating Notice to the Settlement Class, disseminating Settlement Payments to Settlement Class Members, implementing the Claim

Process, and carrying out their other responsibilities consistent with the terms of this Settlement Agreement.

4. “Claim(s)” means a claim for a Settlement Payment submitted in compliance with the procedures described in Section IV.D.1. of this Settlement Agreement.

5. “Claim Deadline” means ninety days following the Notice Date.

6. “Claim Form” means the document substantially in the form attached as **Exhibit E** to this Settlement Agreement.

7. “Claim Process” means the process for submitting and reviewing Claims as described in Section IV.D.1. of this Settlement Agreement.

8. “Customer Data” means the best data and information reasonably available to Verizon regarding the accounts within the Settlement Class definition, to be provided by Verizon to the Settlement Administrator for the Settlement Administrator’s use in disseminating Notice, processing Claims, and disseminating Settlement Payments. The Customer Data shall include the following information, to the extent it is reasonably accessible and available to Verizon, for each account within the Settlement Class: (1) account number or other unique identifying number for the account; (2) the name(s) of the Accountholder(s) for the account; (3) the last-known mailing address for the account; (4) the last known email address for the account; (5) the service start and end dates for the account; and (6) the mobile telephone numbers that have been associated with the account.

9. “Court” means the Superior Court of New Jersey, Middlesex County, Law Division.

10. “Effective Date” means the date on which all of the following events have occurred: (a) the Court has entered a final judgment approving this Settlement Agreement and

dismissing this Action; and (b) either: (i) the time to appeal from the Court's final judgment approving this Settlement Agreement, including the Court's ruling on attorneys' fees, costs, and service awards, has expired and no appeal has been taken; or (ii) if a timely appeal of the Court's final judgment approving this Settlement Agreement is taken and if the final judgment (other than as to attorneys' fees, costs, or service awards) has not been reversed in any way, the date on which the final judgment and/or ruling on attorneys' fees, costs, and service awards are no longer subject to further direct appellate review.

11. "Email Notice" means the notice of the terms of the proposed Settlement that shall be provided to Accountholders for certain accounts in the Settlement Class, in the manner contemplated by Section VI.B herein. The Email Notice shall be substantially in the form attached as **Exhibit A** hereto.

12. "Fairness Hearing" means the hearing at or after which the Court shall make a final decision regarding whether to finally approve this Settlement Agreement as fair, reasonable, and adequate.

13. "Final Order and Judgment" means the Court's order, substantially in the form attached to this Settlement Agreement as **Exhibit G**, finally approving this Settlement Agreement and dismissing all claims and defenses in this Action with prejudice, as described in Section X.B of this Settlement Agreement.

14. "Net Distributable Funds" means the Settlement Fund minus the following: Administrative Costs; any attorneys' fees and costs for Settlement Class Counsel awarded by the Court; and any service awards for Plaintiffs awarded by the Court.

15. "Notice" means the notice of the proposed Settlement Agreement contemplated by Section VI of this Settlement Agreement, and shall include the Settlement

Website, the Website Notice, Email Notice, and Postcard Notice, as well as the Reminder Email Notice.

16. “Notice Date” means thirty days following the entry of the Preliminary Approval Order.

17. “Parties” means Plaintiffs and Verizon, collectively, as each of those terms is defined in this Settlement Agreement.

18. “Plaintiffs” means the plaintiffs listed in the caption of this Settlement Agreement as well as listed on the signature page herein.

19. “Postcard Notice” means the notice of the terms of the proposed Settlement that shall be provided to Accountholders for certain accounts in the Settlement Class, in the manner contemplated by Section VI.C herein. The Postcard Notice shall be substantially in the form attached as **Exhibit B** hereto.

20. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving this Settlement Agreement, as outlined in Section X.A of this Settlement Agreement, and that is substantially in the form attached as **Exhibit F** to this Settlement Agreement.

21. “Release” means the release and waiver set forth in Section IX of this Settlement Agreement.

22. “Released Parties” means Cellco Partnership d/b/a Verizon Wireless and Verizon Communications Inc. and their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns, attorneys, and insurers, including all of their insurers’ affiliates, predecessors, successors, assigns and reinsurers, and the respective agents, servants, attorneys, employees, officers, directors, shareholders and representatives of the foregoing.

23. “Releasing Parties” means Plaintiffs and the Settlement Class Members, including, only to the extent they may have a right to a claim on behalf of a Plaintiff or a Settlement Class Member, each of their respective spouses, executors, representatives, heirs, predecessors, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants by the entirety, co-borrowers, agents, attorneys and assigns, and all others of those who claim through them or who assert claims on their behalf; and, with respect to any business entities, members, officers, directors, shareholders, employees, independent contractors, agents, successors, assigns, representatives, and all other persons acting or purporting to act on behalf of such business entity.

24. “Reminder Email Notice” means the reminder notice to be emailed to Settlement Class Accounts that were sent the Email Notice, reminding them of the Claim Deadline, as contemplated by Section VI.F herein. The Reminder Email Notice shall be substantially in the form attached as **Exhibit D** hereto.

25. “Settlement” or “Settlement Agreement” means this Settlement Agreement, including the exhibits attached hereto.

26. “Settlement Administrator” means Angeion Group, subject to Court approval.

27. “Settlement Fund” means the total cash consideration of one hundred million dollars (\$100,000,000.00) to be paid by Verizon under the Settlement Agreement.

28. “Settlement Class” means:

All current and former individual consumer account holders in the United States (based on account holders’ last known billing address) who received postpaid wireless or data services from Verizon and who were charged and paid an Administrative Charge and/or an Administrative and Telco Recovery Charge between January 1, 2016 and the date of the Settlement Agreement.

29. “Settlement Class Account(s)” means accounts within the Settlement Class definition.¹

30. “Settlement Class Counsel” means: Stephen P. DeNittis, Joseph A. Osefchen and Shane T. Prince of DeNittis Osefchen Prince, P.C., and Daniel M. Hattis and Paul Karl Lukacs of Hattis & Lukacs.

31. “Settlement Class Member” means any person who is within the Settlement Class definition and who does not submit a timely and valid request for exclusion pursuant to Section VII of this Settlement Agreement.

32. “Verizon’s Counsel” means Shon Morgan of Quinn Emanuel Urquhart & Sullivan, LLP and Jeffrey S. Jacobson of Faegre Drinker Biddle & Reath LLP.

33. “Website Notice” means the notice of the terms of the proposed Settlement that shall be provided in the manner contemplated by Section VI.D herein and that shall appear on the Settlement Website. The Website Notice shall be substantially in the form attached as **Exhibit C** hereto.

34. “Valid Claimant(s)” means and includes Settlement Class Accounts for which a timely and valid Claim is submitted, as determined by the Settlement Administrator.

B. Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

III. CERTIFICATION OF THE SETTLEMENT CLASS

A. Only for the purposes of settlement and the proceedings contemplated herein for effectuating the Settlement, Plaintiffs shall move the Court to provisionally certify the Settlement Class (as defined herein) pursuant to New Jersey Rules of Court Rule 4:32-2.

¹ According to Verizon’s records there are approximately 58,657,088 Settlement Class Accounts.

B. For the purposes of settlement only, Plaintiffs shall move for the appointment of Plaintiffs as Settlement Class Representatives and for the appointment of the following attorneys as Settlement Class Counsel: Stephen P. DeNittis, Joseph A. Osefchen and Shane T. Prince of DeNittis Osefchen Prince, P.C., and Daniel M. Hattis and Paul Karl Lukacs of Hattis & Lukacs.

C. Verizon does not oppose certification of the Settlement Class, or the appointments of the Settlement Class Representatives and Settlement Class Counsel, for purposes of settlement only. If the Effective Date of the Settlement does not occur for any reason, certification of the Settlement Class, and any Settlement Class Representative or Settlement Class Counsel appointments, shall be deemed void and vacated; any preliminary or final order certifying a class for settlement purposes shall be deemed void and vacated; nothing related to the Settlement or negotiations shall be admissible in connection with a contested class certification motion, or otherwise; and each Party shall retain all of their respective rights as they existed prior to execution of this Settlement Agreement. By entering into this Settlement Agreement, Verizon does not waive its right to challenge or contest the maintenance of any claim, request for relief, or lawsuit against it as being frivolous or lacking a substantial basis in fact or law or to oppose certification of any class other than the Settlement Class in connection with the settlement memorialized in this Settlement Agreement.

IV. SETTLEMENT RELIEF

A. Settlement Fund. In consideration for the complete and final settlement of this Action, the Release, and other promises and covenants set forth in this Settlement Agreement, and subject to the other terms and conditions herein, Verizon will pay the Settlement Fund one hundred million dollars (\$100,000,000.00). The Settlement Fund will be paid by Verizon on a non-reversionary basis, and will cover the following: all Settlement Payments to the Settlement Class

as set forth in Section IV.D of this Settlement Agreement; Administrative Costs; any attorneys' fees and costs for Settlement Class Counsel awarded by the Court; any service awards for Plaintiffs awarded by the Court; and any other costs and expenses that this Settlement Agreement provides will be paid from the Settlement Fund. In no event shall Verizon be required to pay more than one hundred million dollars (\$100,000,000.00) under this Settlement Agreement, and neither Settlement Class Counsel nor any named Plaintiff shall seek any other relief (including additional attorneys' fees or costs) beyond that contemplated in this Settlement Agreement. Other than payment of this Settlement Fund, Verizon shall have no other monetary obligation under this Settlement Agreement.

B. Revised Consumer Disclosures. Within ninety days of the Effective Date, Verizon will amend its Verizon Wireless Customer Agreement to include the revised Administrative Charge disclosures reflected in **Exhibit H**, which revised disclosures were jointly prepared and agreed-upon by Verizon and Plaintiffs.

C. Establishment and Funding of the Settlement Fund Account.

1. Within twenty days following entry of the Preliminary Approval Order, Verizon shall transfer by wire into an account held by an FDIC-insured financial institution and administered by the Settlement Administrator (the "Settlement Fund Account"), funds equal to fifty percent (50%) of the Settlement Fund (i.e., \$50,000,000.00). Verizon shall transfer to the Settlement Fund Account funds equal to the remaining fifty percent (50%) of the Settlement Fund (i.e., \$50,000,000.00) within ten days after the Effective Date. Any escrow agreement in connection with the Settlement Fund Account shall prohibit the distribution of any funds from the Settlement Fund Account absent a court order and the consent of Settlement Class Counsel and Verizon's Counsel that a distribution is authorized by that court order. The Settlement Fund

Account shall be maintained by the Settlement Administrator as a Court-approved Qualified Settlement Fund pursuant to Section 1-468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by or in connection with the Settlement Fund Account, including any taxes or tax detriments that may be imposed upon Settlement Class Counsel, Verizon, or Verizon's Counsel with respect to income earned by the Settlement Fund Account for any period during which the Settlement Fund Account does not qualify as a Qualified Settlement Fund for purposes of federal or state income taxes or otherwise, shall be paid out of the Settlement Fund Account. Plaintiffs, Settlement Class Counsel, Verizon, and Verizon's Counsel, shall have no liability or responsibility for any taxes arising with respect to the Settlement Fund Account. Any bank fees associated with the Settlement Fund Account shall be paid by the Settlement Administrator from the Settlement Fund Account.

D. Distribution of Net Distributable Funds to the Settlement Class. The Net Distributable Funds (i.e., the Settlement Fund minus the following: Administrative Costs; any attorneys' fees and costs for Settlement Class Counsel awarded by the Court; and any service awards for Plaintiffs awarded by the Court) shall be distributed to the Accountholders for Valid Claimants, pursuant to the terms set forth in this Settlement Agreement, including the terms regarding the disbursement of residual funds. Each Settlement Class Account that does not timely and validly request exclusion from the Settlement Class is eligible to submit a Claim for a Settlement Payment.

1. Claim Process.

a. Accountholders for Settlement Class Accounts may submit Claims for a Settlement Payment, by submitting a Claim Form on or before the Claim Deadline. The Claim Form shall be substantially in the form attached as **Exhibit E** to this Settlement Agreement. Claim Forms may be submitted electronically via the Settlement Website or by mail. For Claim Forms submitted by mail, the Claim Form shall be considered timely if postmarked on or before the Claim Deadline. The Email Notice, Postcard Notice, and Website Notice shall identify both the Claim Deadline and the webpage address, on the Settlement Website, where Claim Forms may be submitted electronically, and the Email Notice and Postcard Notice shall include unique personal identification numbers to facilitate the submission of Claims. The Email Notice shall also include a hyperlink to the webpage address, on the Settlement Website, where Claim Forms may be submitted electronically.

b. The Settlement Administrator shall review and process Claims.

c. Those Settlement Class Accounts for which a timely and valid Claim is submitted, as determined by the Settlement Administrator, shall be deemed “Valid Claimants” and shall be issued Settlement Payments as described further herein. Only one valid Claim may be submitted for each Settlement Class Account.

d. Settlement Class Accounts that timely and validly request exclusion from the Settlement Class shall not be eligible for a Settlement Payment. All other Settlement Class Accounts shall be eligible to submit Claims for Settlement Payments.

e. The Settlement Administrator shall conduct reasonable audit(s) to ensure the integrity of the Claim Process, including that appropriate controls are in place to prevent fraud.

f. Beginning no later than two weeks following the Notice Date and continuing until the processing of Claims is completed, the Settlement Administrator shall provide weekly updates to Settlement Class Counsel and Verizon's Counsel regarding Claim submissions and regarding its review and processing of Claims. The Settlement Administrator's weekly updates to Settlement Class Counsel shall not include any personally identifiable information about Verizon customers, such as account numbers, the name(s) of Accountholder(s) or subscribers, email addresses, or contact information.

2. Calculation of Final Settlement Payment Amount. The Settlement Payment amount shall be calculated as follows:

a. The "Settlement Payment" shall be a minimum of fifteen dollars (\$15.00) for each Valid Claimant account. In addition to the minimum payment of fifteen dollars (\$15.00), each Valid Claimant account shall be entitled to an additional one dollar (\$1.00) for each month such Valid Claimant account received postpaid wireless or data services from Verizon and was charged and paid an Administrative Charge and/or an Administrative and Telco Recovery Charge between January 1, 2016 and the date of the Settlement Agreement, up to a maximum of one hundred dollars (\$100.00).

b. Each Valid Claimant account, as determined by the Settlement Administrator, will be issued a Settlement Payment, in accordance with this Section IV.D.2.

c. In the event the aggregate Settlement Payments across all Valid Claimant accounts exceed the Net Distributable Funds, the Settlement Payment issued to each Valid Claimant account will be reduced on a *pro rata* basis, as determined by the Settlement Administrator.

d. In the event the aggregate Settlement Payments across all Valid Claimant accounts do not exceed the Net Distributable Funds, the Settlement Payment issued to each Valid Claimant account will be increased on a *pro rata* basis, as determined by the Settlement Administrator, up to a maximum of one hundred dollars (\$100.00).

3. Creation of Payment List and Distribution of Settlement Payments

a. The Settlement Payee List. By no later than seven (7) days following the Effective Date, the Settlement Administrator—using the Customer Data, the timely and valid requests for exclusion from the Settlement Class, and the timely and valid Claims submitted—shall (i) provide to Verizon’s Counsel a “Settlement Payee List” that includes, for each Valid Claimant account, the following information: the account number or other unique identifying number for the account as indicated in the Customer Data; and the name(s) of the Accountholder(s) on the account as indicated in the Customer Data, and (ii) provide to Settlement Class Counsel the total number of Valid Claimants on the Settlement Payee List.

b. Determination of Net Distributable Funds. By no later than twenty-eight (28) days following the Effective Date, the Settlement Administrator shall determine the amount of Net Distributable Funds (and provide that information to Settlement Class Counsel and Verizon’s Counsel), by deducting from the Settlement Fund: (i) the amount of any Court-approved attorneys’ fees and costs award for Settlement Class Counsel; (ii) the amount of any Court-approved service awards for Plaintiffs; (iii) the Administrative Costs (including both costs already incurred and a prediction of future costs necessary to effectuate this Settlement Agreement), but shall not include any Administrative Costs associated with distribution of the Residual Funds as contemplated by Section IV.D.4 herein; and (iv) the amount of any and all other costs, expenses, and other payments (other than the Settlement Payments) not specifically enumerated in subsections

(i) through (iii) of this Section IV.D.3.b that are expressly contemplated as being paid from the Settlement Fund under this Settlement Agreement.

c. The Payment List. By no later than twenty-eight (28) days following the Effective Date, the Settlement Administrator shall (i) create and provide to Verizon's Counsel a "Payment List," as a supplement to the Settlement Payee List, that includes all of the information on the Settlement Payee List and adds the following for each account on the Settlement Payee List: the Settlement Payment amount for the account, as calculated pursuant to Section IV.D.2 herein, and (ii) provide to Settlement Class Counsel the Settlement Payment amounts on the Payment List, the total number of accounts to receive the Settlement Payment amounts, and the total amount of all payments on the Payment List.

d. Payments To Valid Claimants. Within seventy-five (75) days following the Effective Date (hereinafter, the "Payment Date"), the Settlement Administrator shall mail checks via first class U.S. Mail postage pre-paid, or provide an electronic payment, at the Valid Claimant's election, to each Valid Claimant account on the Payment List, drawn from the Settlement Fund Account in the Settlement Payment amounts indicated for them in the Payment List. Settlement Payment checks or electronic payments, as applicable, shall be made out to the Accountholder(s) on the Valid Claimant accounts, as indicated in the Payment List. Settlement Payment checks shall be sent to the mailing addresses indicated in the corresponding Claim Forms. Settlement Payments made electronically shall be sent to the payment account indicated in the corresponding Claim Forms. The initial mailed Settlement Payment checks to Valid Claimant accounts shall be valid for a period of one-hundred-twenty days.

e. Undeliverable Settlement Payment Checks. For any mailed Settlement Payment checks that are returned undeliverable with forwarding address information,

the Settlement Administrator shall re-mail the check to the new address indicated. For any mailed Settlement Payment checks that are returned undeliverable without forwarding address information, the Settlement Administrator shall conduct an industry standard “skip trace” to try to identify updated address information and re-mail checks to the extent an updated address is identified.

4. Residual Funds. For any Settlement Payment funds which remain in the Settlement Fund Account one year after the Payment Date—consisting of checks that were successfully delivered but not timely negotiated, and checks or electronic payments deemed undeliverable by the Settlement Administrator (collectively, “Residual Funds”)—such Residual Funds shall be treated as unclaimed property of the corresponding Accountholder(s), subject to applicable state unclaimed property procedures; provided that any Administrative Costs of the Settlement Administrator in connection with the distribution of the Residual Funds pursuant to this Section IV.D.4 shall be paid from the Residual Funds, shall not increase Verizon’s contribution to the Settlement Fund or change any obligation by Verizon under this Settlement Agreement, and shall reduce *pro rata* the respective unclaimed property amounts for the Accountholder(s) with uncashed or undeliverable Settlement Payment checks. Any monies remaining in the Settlement Fund Account after (1) distribution to those Settlement Class Members who filed valid Claims for a Settlement Payment on or before the Claim Deadline; (2) payment of any Administrative Costs of the Settlement Administrator; (3) the payment of any Court-awarded attorneys’ fees and costs to Settlement Class Counsel; (4) the payment of any Court-awarded service awards to Plaintiffs; and (5) the treatment of any Residual Funds as unclaimed property of the corresponding Accountholder(s) subject to applicable state unclaimed property procedures as provided herein, shall be sent to cy pres, with a recipient to be mutually agreed upon by the parties and identified before final approval of the Settlement. Nothing contained in this Section IV.D.4 shall impose any

obligations on Verizon, and the Settlement Administrator shall be responsible for performing any and all obligations that may be required by any state's unclaimed property laws and procedures in connection with any Residual Funds, or any cy pres distribution.

V. THE SETTLEMENT ADMINISTRATOR

A. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Settlement Agreement, shall include:

1. Providing Notice to Settlement Class Members as set forth in this Settlement Agreement;
2. Receiving and processing Claims pursuant to the Claims Process described in this Settlement Agreement, and providing updates to Settlement Class Counsel and Verizon's Counsel regarding the Claims and Claims Process, as provided in this Settlement Agreement;
3. Establishing and maintaining the Settlement Website;
4. Establishing and maintaining the Toll-Free Number;
5. Responding to inquiries from Settlement Class Members;
6. Keeping a clear and careful record of all communications with Settlement Class Members and all administration expenses;
7. Establishing and maintaining a post office box for requests for exclusion, objections, and other correspondence from Settlement Class Members;
8. Establishing and maintaining an email address for other correspondence from Settlement Class Members;
9. Processing and determining the validity of any requests for exclusion by Settlement Class Members;

10. Receiving any objections mailed by Settlement Class Members to the Settlement Administrator;

11. Providing copies to Settlement Class Counsel and Verizon's Counsel of all requests for exclusion, objections, and other correspondence received from Settlement Class Members;

12. Providing interim reports on request, and, within ten (10) days after the Exclusion Deadline (as defined in Section VII.A herein), a final report to Settlement Class Counsel and Verizon's Counsel summarizing the number of requests for exclusion received during that period, the total number of requests for exclusion received to date, the names and addresses of persons in the Settlement Class who submitted a request for exclusion, and any other pertinent information requested by Settlement Class Counsel or Verizon's Counsel;

13. In advance of the Fairness Hearing, preparing an affidavit, to submit to the Court, affirming its compliance with the Notice and settlement administration provisions of this Settlement Agreement, and identifying any persons in the Settlement Class who submitted timely and valid requests for exclusion;

14. Preparing the Settlement Payee List and Payment List as provided in this Settlement Agreement;

15. Processing and transmitting distributions from the Settlement Fund and Settlement Fund Account as provided in this Settlement Agreement;

16. Paying any invoices, expenses, taxes, fees, and other costs associated with administration of this Settlement as contemplated by this Settlement Agreement or required by law; and

17. Performing any other settlement administration-related functions reasonably necessary to effectuate this Settlement Agreement, with the consent of both Settlement Class Counsel and Verizon’s Counsel, or as approved by the Court.

VI. NOTICE PROGRAM

A. Customer Data. By no later than five days following entry of the Preliminary Approval Order, Verizon shall provide the Customer Data to the Settlement Administrator.

B. Email Notice. By no later than the Notice Date, the Settlement Administrator shall email the Email Notice to each Settlement Class Account for which an email address is included in the Customer Data. The Email Notice shall be substantially in the form attached as **Exhibit A** to this Settlement Agreement. The Email Notices shall be sent to the email addresses listed in the Customer Data for such accounts. The Email Notices shall be sent with the sender title “Verizon Class Action Settlement Administrator” and the subject line “Notice of Verizon Class Action Settlement.” Should Settlement Class Members contact Verizon Customer Services representatives regarding the Email or Postcard Notices, Verizon Customer Services should be prepared to direct Settlement Class Members to the Class Action Settlement website.

C. Mail Notice.

1. For any Settlement Class Account where there is no email address included in the Customer Data: by no later than the Notice Date, the Settlement Administrator shall: (a) update the mailing address listed in the Customer Data for such account through the National Change of Address Database; and (b) mail the Postcard Notice to them, via first class U.S. mail, postage pre-paid, at their address as updated. The Postcard Notice shall be substantially in the form attached as **Exhibit B** to this Settlement Agreement.

2. For any Settlement Class Account where the Settlement Administrator sent Email Notice but received notice that the Email Notice was not received (i.e., a “bounce-back”): by no later than ten (10) days following the Notice Date, the Settlement Administrator shall: (a) update the mailing address listed in the Customer Data for such account through National Change of Address Database; and (b) mail the Postcard Notice to them, via first class U.S. mail, postage pre-paid, at their address as updated. The Postcard Notice shall be substantially in the form attached as **Exhibit B** to this Settlement Agreement.

3. For any mailed Postcard Notices that are returned with forwarding address information, the Settlement Administrator shall promptly re-mail the Postcard Notice to the new address indicated. For any mailed Postcard Notices that are returned as undeliverable without a forwarding address, the Settlement Administrator shall conduct an industry standard “skip trace” to try to identify a more current address and re-mail the Postcard Notice to the extent an updated address is identified.

D. Settlement Website. The Settlement Administrator shall establish and maintain an Internet website, at the URL www.VerizonAdministrativeChargeSettlement.com (“Settlement Website”) where Settlement Class Members can obtain further information about the terms of this Settlement Agreement, their rights, important dates and deadlines, and related information. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall include, in PDF format, the Complaint in this Action, this Settlement Agreement, the long-form Website Notice substantially in the form attached as **Exhibit C** to this Settlement Agreement, the Preliminary Approval Order entered by the Court, Settlement Class Counsel’s fee and cost application (after it is filed), and other case documents as agreed upon by the Parties and/or required by the Court, and shall be operational

and live before the first Postcard Notice or Email Notice is disseminated. The Settlement Website shall be optimized for display on mobile phones. The Settlement Website shall remain operational until at least one year after the Payment Date or such other later date as the Parties may agree.

E. Toll-Free Number. The Settlement Administrator shall establish and maintain a toll-free telephone number (“Toll-Free Number”) where Settlement Class Members can obtain further information about the Settlement Agreement and their rights. The Toll-Free Number shall be operational and live by no later than one day before the first Postcard Notice or Email Notice is disseminated, and shall remain operational until at least one year after the Payment Date or such other later date as the Parties may agree. The Toll-Free Number will not utilize a live, in-person operator, but rather will provide automated responses containing information about the Settlement Agreement.

F. Reminder Email Notice. No later than fourteen (14) days after the Notice Date, the Settlement Administrator shall email a Reminder Email Notice, substantially in the form attached as **Exhibit D** to this Settlement Agreement, to each Settlement Class Account that was sent the Email Notice. Depending on the volume of Claim Form submissions and in consultation with the Parties, prior to the Claim Deadline, the Settlement Administrator may cause a second reminder email notice to be sent to Settlement Class Accounts that were sent the Reminder Email Notice or to a portion of them that have not yet submitted a Claim Form.

VII. REQUESTS FOR EXCLUSION

A. Settlement Class Members may exclude themselves from the Settlement Class by mailing to the Settlement Administrator, at the address provided in the Website Notice, a request for exclusion that is postmarked no later than thirty-five days after the Notice Date (the “Exclusion Deadline”). To be effective, the request for exclusion must include (1) the Settlement Class

Member's full name, telephone number, mailing address, and email address; (2) a clear statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (3) the name of this Action: "*Esposito et al. v. Cellco Partnership d/b/a Verizon Wireless*"; and (4) the Settlement Class Member's original signature. In addition, for the request for exclusion to be effective, the sender's mailing address as reflected in the request for exclusion and on the mailing envelope itself must match the mailing address associated with the Settlement Class Member's Verizon account. Requests for exclusion furthermore must be made on an individual basis; "mass," "class," or other purported group opt outs are not effective. Any Settlement Class Member who submits a timely and valid request for exclusion is foreclosed from objecting to the Settlement or to Settlement Class Counsel's motion for attorneys' fees, costs, and service awards. If a Settlement Class Member submits both a timely and valid request for exclusion and an objection, the Settlement Class Member shall be treated as if they had only submitted a request for exclusion.

B. The Settlement Administrator shall promptly after receipt provide copies of any requests for exclusion, including any related correspondence, to Settlement Class Counsel and Verizon's Counsel.

C. By no later than fourteen (14) days before the Fairness Hearing, the Settlement Administrator shall file with the Court (or provide to Settlement Class Counsel for filing with the Court) a declaration confirming that the Notice program set forth in Section VI has been implemented and providing a complete and final list of persons in the Settlement Class who submitted timely and valid requests for exclusion.

D. Any Settlement Class Member who does not submit a timely and valid request for exclusion as provided in Section VII shall be bound by all subsequent proceedings, orders, and

judgments in this Action, including, but not limited to, the Release, regardless of whether the Settlement Class Member has any pending claims or causes of action against Verizon.

VIII. OBJECTIONS

A. Any Settlement Class Member who does not submit a timely and valid request for exclusion shall have the right to object to the proposed Settlement and/or to Settlement Class Counsel's motion for attorneys' fees, costs, or service awards, only by complying with the objection provisions set forth in this Section VIII. Settlement Class Members who object shall remain Settlement Class Members and shall be subject to the Release set forth in this Settlement Agreement if this Settlement is approved by the Court and becomes effective. To be considered valid, an objection must be in writing, must be filed with the Court or mailed to the Court at the address listed in the Website Notice, postmarked/mailed no later than twenty-five (25) days before the Fairness Hearing (the "Objection Deadline"), and must include the following: (1) the name of this Action: "*Esposito v. Cellco Partnership d/b/a Verizon Wireless*"; (2) the full name, mailing address, telephone number, and email address of the objector; (3) the objector's original signature; (4) a description of the specific reasons for the objection; (5) the name, address, bar number and telephone number of counsel for the objector, if the objector is represented by an attorney; and (6) state whether the objector intends to appear at the Fairness Hearing either in person or through counsel. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object or to be heard at the Fairness Hearing and shall be forever barred from making any objection to the proposed Settlement or to Settlement Class Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member who objects to the Settlement shall nevertheless be eligible for all benefits of the Settlement if it is approved and becomes final.

B. The Settlement Administrator shall promptly after receipt provide copies of any objections, including any related correspondence, to Settlement Class Counsel and Verizon's Counsel.

C. By no later than twenty-one (21) days before the Fairness Hearing, the Settlement Administrator shall file with the Court (or provide to Settlement Class Counsel for filing with the Court) copies of any objections received by the Settlement Administrator.

IX. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon the Effective Date.

B. In consideration for the Settlement benefits described in this Settlement Agreement, Releasing Parties will fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity, any and all manner of claims, requests for relief, actions, causes of action, suits, rights, debts, sums of money, payments, obligations, reckonings, contracts, agreements, executions, promises, damages, liens, judgments, and demands of whatever kind, type or nature whatsoever, both at law and in equity, whether past, present, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any other claim that Releasing Parties ever had, now have, may have, or hereafter can, shall, or may ever have against the Released Parties, that were or reasonably could have been alleged in this Action or in any other court, tribunal, arbitration, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, arising from or relating to the Administrative Charge,

including, without limitation, any such claims or requests for relief: (1) alleged in this Action; (2) for rescission, declaratory relief, injunctive relief, or any other equitable relief of any kind; (3) for violations of any state's deceptive, unlawful, and/or unfair business and/or trade practices, false, misleading or fraudulent advertising, consumer fraud, and/or consumer protection statutes; (4) for violations of the Uniform Commercial Code, any breaches of express, implied, and/or any other warranties, any similar federal, state, or local statutes, codes; or (5) for damages, costs, expenses, extra-contractual damages, compensatory damages, exemplary damages, special damages, penalties, punitive damages, damage multipliers, disgorgement, interest, unjust enrichment, restitution, attorneys' fees, costs, or any other monetary relief of any kind (together, the "Released Claims").

C. Plaintiffs, Settlement Class Counsel, Verizon, and Verizon's Counsel also agree to release each other from any and all claims relating in any way to any Party's or counsel's conduct in this Action, including but not limited to any claims of abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion or resolution of this Action. The list of claims released by this Section IX.C includes, but is not limited to, claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise expressly set forth in Section XI.

D. Plaintiffs, on behalf of themselves and each Settlement Class Member, fully understand that the facts upon which this Settlement Agreement is executed may be found hereafter to be other than or different from the facts now believed by Plaintiffs, the Settlement Class Members and Settlement Class Counsel to be true and expressly accept and assume the risk of such possible differences in facts and agree that the Settlement Agreement shall remain effective notwithstanding any such difference in facts.

E. Upon the occurrence of the Effective Date, Plaintiffs and each and every other Settlement Class Member hereby expressly waive and relinquish the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any comparable provision or principle under the laws of any other state. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and each and every other Settlement Class Member also expressly waive and relinquish any and all provisions, rights and benefits of any similar, comparable, or equivalent state, federal, or other law, rule, regulation, or common law or equity. Plaintiffs and each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he or she knows or believes to be true with respect to the Released Claims, but Plaintiffs and each Settlement Class Member hereby expressly waive and fully, finally and forever settle, release and discharge any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different or additional facts. The Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have acknowledged, that the waivers in this Section IX were separately bargained for and are a material element of this Settlement Agreement.

F. The Parties acknowledge that the Release set forth herein may be raised as a complete defense to and will preclude any action or proceeding based on the claims released by and through this Settlement Agreement.

G. Nothing in this Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

X. PRELIMINARY AND FINAL SETTLEMENT APPROVAL

A. Preliminary Approval. Promptly upon full execution of this Settlement Agreement, Plaintiffs shall move the Court for entry of the Preliminary Approval Order substantially in the form of **Exhibit F** to this Settlement Agreement, for the purposes of, among other things: (1) preliminarily approving the settlement memorialized in this Settlement Agreement such that Notice should be provided in accordance with the terms of this Settlement Agreement; (2) finding that the requirements for provisional certification of the Settlement Class have been satisfied; (3) certifying the Settlement Class as defined herein; (4) setting a date for a Fairness Hearing; (5) approving the proposed Notice program described in Section VI herein (including the proposed forms and methods of notice), and directing dissemination of Notice to the Settlement Class in accordance with the terms of this Settlement Agreement; (6) determining that the Notice program, as set forth in this Settlement Agreement, complies with all legal requirements, including but not limited to the Due Process Clause of the United States Constitution; (7) approving the proposed Claim Form and Claims Process, and directing that the Claim Process be implemented pursuant to the terms of this Settlement Agreement; (8) providing that any objections by any Settlement Class Member to this Settlement Agreement, the entry of the Final Order and Judgment, or to Settlement Class Counsel's request for attorneys' fees, costs, or service awards, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, on or before the date(s) specified in the Notice and Preliminary Approval Order, such objector submits to the Court a written objection, and otherwise complies with the requirements for objections set forth in Section VIII of this Settlement Agreement; (9) establishing dates by

which Settlement Class Counsel shall file and serve all papers in support of final approval of the Settlement and in support of their application for attorneys' fees, costs, and service awards, and by which the Parties shall file and serve all papers in response to any objections; (10) providing that all Settlement Class Members who do not submit timely and valid requests for exclusion will be bound by the Final Order and Judgment; (11) approving the procedure for persons in the Settlement Class to request exclusion from the Settlement Class described in Section VII, and directing that requests for exclusion be submitted pursuant to the terms of this Settlement Agreement; (12) directing the Parties, pursuant to the terms and conditions of this Settlement Agreement, to take all necessary and appropriate steps to establish the means necessary to implement the Settlement; (13) setting deadlines consistent with this Settlement Agreement for dissemination of Notice, requesting exclusion from the Settlement Class or objecting to the Settlement, and filing papers in connection with the Fairness Hearing; (14) appointing the Settlement Class Representatives and Settlement Class Counsel; (15) approving the appointment of the Settlement Administrator; and (16) enjoining the litigation or prosecution of all claims that will be released by the Settlement.

B. Final Order and Judgment. By no later than fifteen (15) days following the Notice Date, Plaintiffs and Settlement Class Counsel shall file a motion for final approval of the Settlement, requesting entry of the Final Order and Judgment substantially in the form of **Exhibit G** to this Settlement Agreement, which shall specifically include provisions: (1) stating that the Court has personal jurisdiction over all Settlement Class Members, has subject matter jurisdiction over the claims asserted in this Action, and that venue is proper; (2) finally approving the Settlement pursuant to New Jersey Rules of Court Rule 4:32-2, and directing the Parties and Settlement Administrator to implement the Settlement pursuant to its terms, including distributing Settlement Payments to Settlement Class Members and making such other disbursements from the

Settlement Fund and Settlement Fund Account as provided by the Settlement Agreement; (3) finding that the Notice as distributed was the best notice practicable and fully satisfied the requirements of due process and New Jersey Rules of Court Rule 4:32-2; (4) finally certifying the Settlement Class pursuant to New Jersey Rules of Court Rule 4:32-2; (5) confirming that Plaintiffs, the Settlement Class Members, and all other Releasing Parties have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; (6) retaining jurisdiction relating to the administration, consummation, validity, enforcement, and interpretation of this Settlement Agreement, the Final Order and Judgment, and any separate Order regarding Settlement Class Counsel's motion for attorneys' fees, costs, and/or service awards, and for any other necessary purpose; and (7) entering a judgment that dismisses all claims and defenses in this Action with prejudice, without costs to any Party, except as provided in this Settlement Agreement, and subject to the Court's continuing jurisdiction over the Parties and the Settlement Fund for the purpose of enforcement of the terms of this Settlement Agreement.

C. Responses to Objections. By no later than fourteen (14) days before the Fairness Hearing, the Parties shall file any responses to any Settlement Class Member objections, and any reply papers in support of the motion for final approval of the Settlement and/or in support of Settlement Class Counsel's motion for attorneys' fees, costs, and service awards.

D. Actions Following the Effective Date. By no later than seven (7) days following the Effective Date, Plaintiffs and Settlement Class Counsel shall dismiss with prejudice any parallel litigations and arbitrations brought by the Plaintiffs or Settlement Class Counsel against Verizon, including *MacClelland, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 21-cv-08592 (N.D. Cal.); *Corsi, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 22-cv-04621

(D.N.J.); *Allen, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 23-cv-01138 (D.N.J.); *Achey et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, Dkt. No. MID-L-000160-22 (N.J. Super.); and any arbitrations filed with the American Arbitration Association.

E. Effect of Agreement if Settlement is Not Approved. This Settlement Agreement is entered into only for the purpose of settlement. If the Settlement is not approved, or is terminated, cancelled, or fails to become effective for any reason, including without limitation in the event the Final Order and Judgment is reversed or vacated following any appeal taken therefrom, then this Settlement shall be *void ab initio*, shall have no force or effect, and shall impose no obligations on the Parties. The intent of the previous sentence is that, in the event that a necessary approval is denied, the Parties will revert to their positions immediately prior to the date this Settlement Agreement was executed, and this Action, and any parallel litigations and arbitrations brought by the Plaintiffs or Settlement Class Counsel against Verizon, including in *MacClelland, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 21-cv-08592 (N.D. Cal.); *Corsi, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 22-cv-04621 (D.N.J.); *Allen, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 23-cv-01138 (D.N.J.); *Achey et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, Dkt. No. MID-L-000160-22 (N.J. Super.); and any arbitrations filed with the American Arbitration Association, will resume without prejudice to any Party. The Parties further agree to cooperate in asking the Court to set a reasonable schedule for the resumption of this Action and any parallel litigations brought by the Plaintiffs or Settlement Class Counsel against Verizon, as well as any pending or stayed appeals including the New Jersey Supreme Court appeal in *Achey v. Cellco Partnership*, Dkt. No. 088253 (N.J.) and the Ninth Circuit appeal in *MacClelland v. Cellco Partnership*, 22-16020 (9th Cir.). In the event of such a reversion, the

Parties agree that the proposed or actual certification of the Settlement Class will be deemed void and will not be urged or considered as a factor in any further proceeding.

XI. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

A. No later than fifteen (15) days following the Notice Date Settlement Class Counsel shall file a motion with the Court (which Verizon has agreed not to oppose) requesting an award of attorneys' fees not to exceed thirty-three million three hundred thousand dollars (\$33,300,000.00) (i.e., 33.30% of the Settlement Fund), plus reimbursement of their litigation costs (i.e., litigation expenses), with any such amounts awarded payable from the Settlement Fund. Such motion shall be posted on the Settlement Website promptly after the motion has been filed with the Court.

B. Settlement Class Counsel's entitlement to attorneys' fees and costs will be determined by the Court. The Settlement shall not be conditioned on Court approval of an award of attorneys' fees and costs. In the event the Court declines any request or awards less than the amounts sought, but otherwise approves the Settlement, the remaining provisions of this Settlement Agreement will continue to be effective and enforceable by the Parties.

C. Any attorneys' fees and costs awarded by the Court to Settlement Class Counsel shall be paid from the Settlement Fund and shall not increase Verizon's contribution to the Settlement Fund or change any obligation by Verizon under this Settlement Agreement.

D. Settlement Class Counsel shall have the sole and absolute discretion to allocate any attorneys' fees and costs awarded by the Court. Verizon shall have no liability or other responsibility for allocation of any such fees and costs awarded.

E. Settlement Class Counsel shall be entitled to full payment of the attorneys' fees and costs awarded by the Court within ten (10) business days of the Court's entry of the Final Order

and Judgment and any order granting attorneys' fees and costs, notwithstanding any appeal, upon execution of a Stipulated Undertaking, attached as **Exhibit I** hereto ("Stipulated Undertaking"), requiring repayment of fees and costs by Settlement Class Counsel should the Final Order and Judgment be reversed or materially modified or the award of attorneys' fees and costs be reversed or reduced on appeal.

F. No later than fifteen (15) days following the Notice Date, Settlement Class Counsel shall file a motion with the Court requesting payment from the Settlement Fund to Plaintiffs of service awards not to exceed \$3,500.00 for each Plaintiff. Any motion for service awards will be based on Plaintiffs' time, effort, and commitment in this Action, and will not be based or conditioned upon Plaintiffs' support for the Settlement. Any such motion shall be posted on the Settlement Website promptly after the motion has been filed with the Court.

G. Plaintiffs' entitlement to service awards, if any, will be determined by the Court. The Settlement shall not be conditioned on Court approval of service awards for the Plaintiffs. In the event the Court declines any request for service awards or awards less than the amount sought, but otherwise approves the Settlement contemplated by this Settlement Agreement, the remaining provisions of this Settlement Agreement will continue to be effective and enforceable by the Parties, including the Release set forth in this Settlement Agreement.

H. Any service awards for Plaintiffs awarded by the Court shall be paid from the Settlement Fund and shall not increase Verizon's contribution to the Settlement Fund or change any obligation by Verizon under this Settlement Agreement.

I. To the extent awarded by the Court, Verizon shall pay the service awards to the Plaintiffs, through Settlement Class Counsel, within ten (10) business days of the Court's entry of the Final Order and Judgment and any order awarding Plaintiff service awards, notwithstanding

any appeal, upon execution of the Stipulated Undertaking, requiring repayment of such service awards by Settlement Class Counsel should the Final Order and Judgment or the award of Plaintiff service awards be reversed or materially modified on appeal. Verizon shall have no liability to the Plaintiffs arising from any claim regarding payment of any award of the Plaintiff service awards, so long as Verizon complies with its obligations under this Agreement.

XII. ADDITIONAL PROVISIONS

A. No Admission of Liability or Wrongdoing. Verizon expressly disclaims and denies any wrongdoing or liability whatsoever and expressly incorporates Section I.I of the Recitals. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of Verizon's admission or concession of, or related to, (1) the truth of any fact alleged by Plaintiffs in this Action; (2) that any person suffered compensable harm or is entitled to any relief, including legal, injunctive, or any other equitable relief, with respect to the matters asserted in this Action; (3) any liability, negligence, fault, or wrongdoing by Verizon or the Released Parties, including any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf; (4) that the Action or any other action was or may be properly certified as a class action for litigation, non-settlement purposes; (5) the arbitrability of the Action as to Plaintiffs and Settlement Class Members; or (6) the enforceability of any applicable contractual or statutory limitations period to limit any relief. Verizon may file this Settlement Agreement in any action or proceeding that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

B. Termination. This Settlement may be terminated by either Plaintiffs or Verizon by serving on counsel for the opposing party and filing with the Court a written notice of termination within ten (10) days (or such longer time as may be agreed between Settlement Class Counsel and Verizon) after any of the following occurrences:

1. the Court rejects, materially modifies, or materially amends or changes the Settlement (with the exception of any provision of the Settlement relating to Settlement Class Counsel's attorneys' fees or expenses or Plaintiff service awards);

2. the Court declines to enter without material change the material terms in the proposed Preliminary Approval Order or the Final Order and Judgment;

3. an appellate court reverses the Final Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or

4. the Effective Date does not otherwise occur.

In the event of a termination pursuant to this Section XII.B, this Settlement Agreement shall become null and void ab initio without prejudice to the status quo ante rights, positions and privileges of the Parties, except as otherwise expressly provided herein. In the event of any such termination, the Parties will bear their own costs and fees with regard to their efforts to implement the Settlement Agreement. In the event of a termination pursuant to this Section XII.B, this Settlement Agreement shall have no force or effect and the Parties will return to the status quo ante in this Action and in any parallel litigations and arbitrations brought by the Plaintiffs or Settlement Class Counsel against Verizon, including in *MacClelland, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 21-cv-08592 (N.D. Cal.); *Corsi, et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, 22-cv-04621 (D.N.J.); *Allen, et al. v. Cellco Partnership d/b/a Verizon*

Wireless, et al., 23-cv-01138 (D.N.J.); *Achey et al. v. Cellco Partnership d/b/a Verizon Wireless, et al.*, Dkt. No. MID-L-000160-22 (N.J. Super.); and in any arbitrations filed with the American Arbitration Association, as it existed prior to the date of this Settlement Agreement. The Parties will also be prohibited from using this Settlement and any settlement or mediation communications in connection with discovery or as evidence in this Action or in any other action, arbitration, or other proceeding of any kind. The Parties further agree to cooperate in asking the Court to set a reasonable schedule for the resumption of this Action and any parallel litigations brought by the Plaintiffs or Settlement Class Counsel against Verizon, as well as any pending or stayed appeals including the New Jersey Supreme Court appeal in *Achey v. Cellco Partnership*, Dkt. No. 088253 (N.J.) and the Ninth Circuit appeal in *MacClelland v. Cellco Partnership*, 22-16020 (9th Cir.).

C. Public Statements and Non-Disparagement. No press release or press communication concerning the Settlement shall be initiated by any Party or counsel. The Parties and their counsel may respond as appropriate to any Settlement Class Member inquiries and any media inquiries that they receive regarding the Settlement. In responding to any media inquiries, neither Party shall disparage the other Party in any such communications or public statements.

D. Confidentiality. It is agreed that until the filing of the motion for preliminary settlement approval, the Settlement Agreement and its terms shall be confidential and shall not be disclosed to any person unless required by applicable disclosure laws, required to be disclosed to auditors or attorneys, or agreed to by the Parties. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement Agreement.

E. Fair, Adequate and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement through

arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after hard-fought, arms-length negotiations that included a full-day mediation conducted by Hon. Jay C. Gandhi of JAMS.

F. Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or entity.

G. Binding On Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

H. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

I. Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

J. Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them.

K. Headings. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement.

L. Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement.

M. Effect of Weekends and Holidays. If any date or deadline in this Settlement Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

N. Merger and Integration. This Settlement Agreement contains an entire, complete, and integrated statement of each and every term and condition agreed to by and among the Parties, and is not subject to any term or condition not provided for herein. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein.

O. No Waiver. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Settlement Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

P. Modifications and Amendments. No amendment, change or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties.

Q. Governing Law. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles.

R. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably necessary to obtain approval of this Settlement and in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto. The Parties and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

S. Execution Date. This Settlement Agreement shall be deemed executed upon the date set forth in the preamble above.

T. Continuing Jurisdiction. The Parties to this Settlement Agreement stipulate that the Court shall retain personal and subject matter jurisdiction over the implementation and enforcement of this Settlement Agreement, the Preliminary Approval Order, the Final Order and Judgment, and any separate order regarding Settlement Class Counsel attorneys' fees and expenses and/or Plaintiff service awards.

U. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

V. Notices. Notices to counsel for the Parties required under this Settlement Agreement shall be sent by email and first-class mail to:

For Plaintiffs:

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq.

Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com
Email: josefchen@denittislaw.com
Email: sprince@denittislaw.com

HATTIS & LUKACS

Daniel M. Hattis, Esq.
Paul Karl Lukacs, Esq.
11711 SE 8th Street, Suite 120
Bellevue, WA 98005
Telephone: (425) 233-8650
Facsimile: (425) 412-7171
Email: dan@hattislaw.com
Email: pkl@hattislaw.com

For Verizon:

FAEGRE DRINKER BIDDLE & REATH LLP

Jeffrey S. Jacobson (NJ ID No.000772011)
600 Campus Drive
Florham Park, NJ 07932
Tel. (973) 549-7000
Email: jeffrey.jacobson@faegredrinker.com

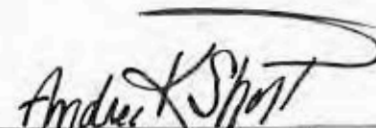
QUINN EMANUEL URQUHART & SULLIVAN, LLP

Shon Morgan
865 South Figueroa Street, 10th Floor
Los Angeles, CA 90017
Tel. (213) 443-3000
Email: shonmorgan@quinnemanuel.com

Agreed to on the date indicated below.

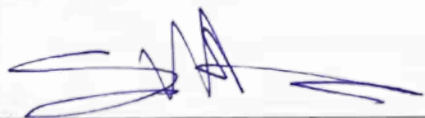
APPROVED AND AGREED TO BY DEFENDANT CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS:

Dated: 11/9/23

By: 
Title: Chief Litigation Counsel

APPROVED AND AGREED TO BY VERIZON'S COUNSEL:

Dated: 11/9/23



Shon Morgan
Quinn Emanuel Urquhart & Sullivan, LLP

APPROVED AND AGREED TO BY SETTLEMENT CLASS COUNSEL, who are also expressly authorized to sign on behalf of the Plaintiffs:

Dated: _____

Stephen P. DeNittis
DeNittis Osefchen Prince, P.C.

Dated: 11/8/2023


Daniel M. Hattis
Hattis & Lukacs

APPROVED AND AGREED TO BY THE PLAINTIFFS

All named Plaintiffs are to provide signatures on or before final approval of the Settlement to receive the proposed \$3,500.00 service award.

Dated: 2023-11-09 | 03:54:37 PST



Plaintiff Jeffrey Achey

Dated: 2023-11-09 | 07:53:28 PST



Plaintiff Marilyn Achey

Dated: 2023-11-09 | 14:16:22 PST



Plaintiff Pamela M. Allen

Dated: 2023-11-08 | 22:17:14 PST



Plaintiff Samantha Albaitis

Dated: 2023-11-09 | 05:55:59 PST



Plaintiff Justin Anderson

Dated: 2023-11-09 | 14:30:19 PST



Plaintiff Cydni Arterbury

Dated: 2023-11-09 | 04:35:19 PST



Plaintiff Deidre Asbjorn

Dated: 2023-11-09 | 04:48:15 PST



Plaintiff Lisa Baker

Dated: 2023-11-09 | 07:08:29 PST



Plaintiff Briana Bell

Dated: 2023-11-08 | 22:44:20 PST



Plaintiff Christine Bellavia

Dated: 2023-11-09 | 20:38:22 PST

Kimberly Blair

Plaintiff Kimberly Blair

Dated: 2023-11-09 | 04:52:49 PST

L B B Mullins

Plaintiff Leonor Bland-Mullins

Dated: 2023-11-09 | 00:49:48 PST

Caroline Bonham

Plaintiff Caroline Bonham

Dated: 2023-11-09 | 10:00:10 PST

Mary F Bowman

Plaintiff Mary Bowman

Dated: 2023-11-09 | 14:09:33 PST

Mike Branom

Plaintiff Michael Branom

Dated: 2023-11-08 | 22:33:37 PST

Molly Brown

Plaintiff Molly Brown

Dated: 2023-11-09 | 03:19:36 PST

Tammy Burke

Plaintiff Tammy Burke

Dated: 2023-11-09 | 06:32:07 PST

GREG BURLAK

Plaintiff Gregory Burlak

Dated: 2023-11-09 | 02:01:22 PST

Ann Marie Caldwell

Plaintiff Annmarie Caldwell

Dated: 2023-11-09 | 14:00:50 PST

Art Capri

Plaintiff Art Capri

Dated: 2023-11-08 | 22:29:05 PST

Michael Carney

Plaintiff Michael Carney

Dated: 2023-11-08 | 22:21:40 PST

Debra Casey

Plaintiff Debra Casey

Dated: 2023-11-12 | 15:05:10 PST

Shauna Cavallaro

Plaintiff Shauna Cavallaro

Dated: 2023-11-09 | 09:00:36 PST

Karyn D Challender

Plaintiff Karyn Challender

Dated: 2023-11-09 | 04:53:41 PST

Carla Chiorazzo

Plaintiff Carla Chiorazzo

Dated: 2023-11-09 | 14:32:23 PST

Judith Chiorazzo

Plaintiff Judith Chiorazzo

Dated: 2023-11-09 | 07:42:17 PST

Tyson Cohron

Plaintiff Tyson Cohron

Dated: 2023-11-09 | 08:07:08 PST

Santos Colon

Plaintiff Santos Colon

Dated: 2023-11-09 | 07:37:25 PST

Erika Conley


Plaintiff Erika Conley

Dated: 2023-11-08 | 23:01:01 PST

Kendra Conover

Plaintiff Kendra Conover

Dated: 2023-11-13 | 08:55:26 PST


Plaintiff John Conway


Dated: 2023-11-09 | 06:07:19 PST


Plaintiff Dylan Corbin

Dated: 2023-11-09 | 03:03:25 PST


Plaintiff Cintia Corsi

Dated: 2023-11-08 | 22:26:57 PST


Plaintiff Laura Curry


Dated: 2023-11-13 | 10:35:08 PST


Plaintiff Adam DeMarco


Dated: 2023-11-09 | 05:11:23 PST


Plaintiff Shakera Dyer

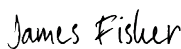
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Plaintiff Andi Ellis


Dated: 2023-11-08 | 22:40:08 PST


Plaintiff Dean Esposito

Dated: 2023-11-14 | 05:49:35 PST


Plaintiff James Fisher

Dated: 2023-11-09 | 08:22:08 PST


Plaintiff Laurie Frantz

Dated: 2023-11-09 | 16:25:24 PST

Tim Frasci
Plaintiff Tim Frasci

Dated: 2023-11-09 | 06:57:00 PST

Jane Frey
Plaintiff Jane Frey

Dated: 2023-11-09 | 06:05:54 PST

Russell From
Plaintiff Russell From

Dated: 2023-11-09 | 05:56:35 PST

Patricia Gagan
Plaintiff Patricia Gagan

Dated: 2023-11-09 | 06:59:17 PST

Angel
Plaintiff Angel Gaines

Dated: 2023-11-09 | 14:16:42 PST

Ashtin Gamblin
Plaintiff Ashtin Gamblin

Dated: 2023-11-09 | 10:15:32 PST

Ericka Gardner
Plaintiff Ericka Gardner

Dated: 2023-11-11 | 13:33:35 PST

Ashley Garrison
Plaintiff Ashley Garrison

Dated: 2023-11-09 | 15:06:08 PST

Allison Gillingham
Plaintiff Allison Gillingham

Dated: 2023-11-09 | 15:12:59 PST

Lorraine Gillingham
Plaintiff Lorraine Gillingham

Dated: 2023-11-09 | 04:28:41 PST

Doree Gordon

Plaintiff Doree Gordon

Dated: 2023-11-09 | 08:03:06 PST

Ann Graff

Plaintiff Ann Graff

Dated: 2023-11-08 | 23:04:51 PST

ANGELA GREEN

Plaintiff Angela Green

Dated: 2023-11-09 | 07:31:19 PST

Anna Gutierrez

Plaintiff Anna Gutierrez

Dated: 2023-11-09 | 08:14:19 PST

Carlos Gutierrez

Plaintiff Carlos Gutierrez

Dated: 2023-11-10 | 04:46:07 PST

Donna Hartman

Plaintiff Donna Hartman

Dated: 2023-11-10 | 12:54:44 PST

James Hensley

Plaintiff James Hensley

Dated: 2023-11-09 | 03:50:42 PST

Sarel Hines

Plaintiff Sarel Hines

Dated: 2023-11-08 | 23:00:59 PST

James Holling

Plaintiff James Holling

Dated: 2023-11-09 | 05:00:27 PST

Karen Hudson

Plaintiff Karen Hudson

Dated: 2023-11-09 | 06:29:14 PST

Jerry Hunt
Plaintiff Jerry Hunt

Dated: 2023-11-09 | 04:50:29 PST

Jennifer Hurtt
Plaintiff Jennifer Hurtt

Dated: 2023-11-09 | 14:19:37 PST

Linda Jenkins
Plaintiff Linda Jenkins

Dated: 2023-11-08 | 23:20:15 PST

Augustus Johnson
Plaintiff Augustus Johnson

Dated: 2023-11-09 | 18:38:11 PST

Joyce Jones
Plaintiff Joyce Jones

Dated: 2023-11-09 | 05:27:05 PST

Patricia Justice
Plaintiff Patricia Justice

Dated: 2023-11-09 | 01:51:53 PST

William Kaupelis
Plaintiff William Kaupelis

Dated: 2023-11-08 | 22:28:54 PST

Marilyn Kaye
Plaintiff Marilyn Kaye

Dated: 2023-11-08 | 22:32:27 PST

Alexander Keeler
Plaintiff Alexander Keeler

Dated: 2023-11-09 | 14:06:37 PST

Adam Keller
Plaintiff Adam Keller

Dated: 2023-11-12 | 06:01:21 PST


Plaintiff David Kelly

Dated: 2023-11-09 | 16:53:44 PST


Plaintiff Billie Kendrick

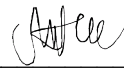
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Plaintiff Lynn Kiraly

Dated: 2023-11-09 | 22:00:12 PST


Plaintiff Krista Kirby

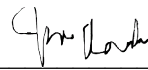
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Plaintiff Michelle Lacuesta


Dated: _____

Plaintiff Janette Lisner


Dated: 2023-11-09 | 03:07:29 PST


Plaintiff Jan Lombard


Dated: 2023-11-10 | 08:57:57 PST


Plaintiff William Eric Lough

Dated: 2023-11-09 | 01:30:44 PST


Plaintiff Marc Lowrey

Dated: 2023-11-09 | 09:19:15 PST


Plaintiff Teresa MacClelland

Dated: 2023-11-09 | 10:28:03 PST

JKM

Plaintiff Jill Mailhoit

Dated: 2023-11-09 | 06:03:50 PST

CM

Plaintiff Christina Manfredo

Dated: 2023-11-09 | 08:39:37 PST

David Massaro

Plaintiff David Massaro

Dated: 2023-11-09 | 02:50:44 PST

Aaxa

Plaintiff Aaron Maxa

Dated: 2023-11-09 | 07:04:35 PST

Jason McConville

Plaintiff Jason McConville

Dated: 2023-11-09 | 10:46:35 PST

Louise Monsour

Plaintiff Louise Monsour

Dated: 2023-11-09 | 07:40:51 PST

Kelly Moore

Plaintiff Kelly Moore

Dated: ~~2023-11-09~~ | ~~05:02:01~~ PST

Lindsey Moran

Plaintiff Lindsey Moran

Dated: 2023-11-09 | 10:24:49 PST

David Moyers

Plaintiff David Moyers

Dated: 2023-11-09 | 14:08:33 PST

Jose Nicot

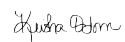
Plaintiff Jose Nicot

Dated: 2023-11-09 | 04:14:24 PST



Plaintiff Jennifer Ocampo-Neubauer

Dated: 2023-11-09 | 03:11:54 PST



Plaintiff Keisha Odom

Dated: 2023-11-09 | 14:36:10 PST



Plaintiff Judith Oelenschlager

Dated: 2023-11-09 | 12:27:12 PST



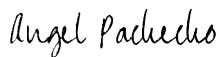
Plaintiff Sandra Oshiro

Dated: 2023-11-09 | 08:10:38 PST



Plaintiff Leslie Owens

Dated: 2023-11-09 | 00:38:42 PST



Plaintiff Angel Pachecho

Dated: 2023-11-09 | 05:08:31 PST



Plaintiff Daniel Patino

Dated: 2023-11-09 | 06:20:31 PST



Plaintiff Darleen Perez

Dated: 2023-11-09 | 00:42:44 PST



Plaintiff Gabrielle Pozzuoli

Dated: 2023-11-09 | 05:39:49 PST



Plaintiff James Prate

Dated: 2023-11-09 | 03:48:42 PST



Plaintiff Heather Ray

Dated: 2023-11-09 | 16:46:58 PST



Plaintiff Valerie Reed

Dated: 2023-11-09 | 03:23:03 PST



Plaintiff Jon Santos

Dated: 2023-11-09 | 06:40:12 PST



Plaintiff Michael Scheufele

Dated: 2023-11-10 | 06:53:05 PST



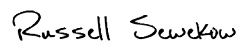
Plaintiff Bruce Schramm

Dated: 2023-11-09 | 06:31:20 PST



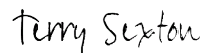
Plaintiff Susan Scott

Dated: 2023-11-09 | 14:20:52 PST



Plaintiff Russell Sewekow

Dated: 2023-11-14 | 12:25:26 PST



Plaintiff Terry Sexton

Dated: 2023-11-09 | 04:10:48 PST



Plaintiff Kerry Showalter

Dated: 2023-11-09 | 01:29:01 PST



Plaintiff Lori Snyder

Dated: 2023-11-09 | 10:47:54 PST

John St. Jarre

Plaintiff John St. Jarre

Dated: 2023-11-09 | 14:05:14 PST

Gloria Stern

Plaintiff Gloria Stern

Dated: 2023-11-09 | 08:34:26 PST

Deborah Stroyek

Plaintiff Deborah Stroyek

Dated: 2023-11-10 | 02:58:46 PST

Misty Sutton

Plaintiff Misty Sutton

Dated: 2023-11-09 | 02:33:33 PST

Kathryn Taylor

Plaintiff Kathryn Taylor

Dated: 2023-11-13 | 20:21:12 PST

Linda Teer

Plaintiff Linda Teer

Dated: 2023-11-09 | 19:38:18 PST

Edna Toy

Plaintiff Edna Toy

Dated: 2023-11-10 | 00:56:16 PST

Teresa Toy

Plaintiff Teresa Toy

Dated: 2023-11-09 | 14:47:10 PST

Christine Trappe

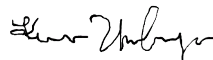
Plaintiff Christine Trappe

Dated: 2023-11-09 | 06:15:44 PST

Brenda M. Tripicchio

Plaintiff Brenda Tripicchio

Dated: 2023-11-09 | 05:58:28 PST



Plaintiff Karen Umberger

Dated: 2023-11-09 | 14:02:22 PST



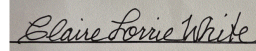
Plaintiff Anthony Vallecorsa

Dated: 2023-11-09 | 10:09:40 PST



Plaintiff Vanessa West

Dated: 2023-11-09 | 11:19:37 PST



Plaintiff Claire White

Dated: 2023-11-10 | 04:48:27 PST



Plaintiff Kristopher Willard

Dated: 2023-11-09 | 07:33:18 PST



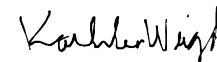
Plaintiff Scott Willits

Dated: 2023-11-09 | 02:21:00 PST



Plaintiff Alvin Wilson

Dated: 2023-11-09 | 13:16:17 PST



Plaintiff Kathleen Wright

Dated: 2023-11-09 | 05:32:40 PST



Plaintiff Brad Young

Exhibit A

To: [Class Member Email Address]
From: Verizon Class Action Settlement Administrator
Subject: Notice of Verizon Class Action Settlement

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

VERIZON CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.*

*Para ver este aviso en español, visite
www.VerizonAdministrativeChargeSettlement.com.*

****YOU MAY BE ENTITLED TO A PAYMENT OF UP TO \$100.00 IF YOU
FILE A CLAIM****

You must file a claim by [DATE] to receive a payment

To file a claim click [here](#).

**Read this notice or visit www.VerizonAdministrativeChargeSettlement.com or
call toll-free (844) 689-0186 for more information.**

What is this notice about? A proposed settlement has been reached in a class action lawsuit. The lawsuit claimed that Cellco Partnership d/b/a Verizon Wireless (“Verizon”) charged a monthly Administrative Charge and/or Administrative and Telco Recovery Charge (collectively, “Administrative Charge”) on Verizon post-paid individual consumer wireless accounts that was unfair and not adequately disclosed. Verizon has denied and continues to deny that it did anything wrong and that the lawsuit has any merit. Verizon states that it will continue to charge the Administrative Charge and that it has the right to increase the Administrative

Charge. The settlement, if approved, resolves the lawsuit and provides benefits to Settlement Class Members who file a claim.

Who is included? The “Settlement Class” includes consumers residing in the United States (based on account holders’ last known billing address) who received postpaid wireless or data services from Verizon and who were charged and paid an Administrative Charge between January 1, 2016 and the date of the Settlement Agreement. You are receiving this notice because Verizon’s records indicate that you are in the Settlement Class.

What can I get? Under the proposed settlement, Verizon will pay \$100 million to create a settlement fund. If the settlement is approved and becomes final, payments will be made to eligible account holders. **You must file a claim to receive a payment (see below).** If you file a claim by the deadline, your settlement payment may be up to \$100.00 for your account, but the final amount may be lower depending on how long you were a Verizon subscriber and how many Settlement Class Members file valid claims.

How do I get a payment? **You must file a claim by [DATE] to receive a settlement payment. You can file a claim online by clicking here, or you can download a claim form at www.VerizonAdministrativeChargeSettlement.com, fill it out, and submit it by mail.** Payments will be issued to valid claimants by mailed check or electronic payment.

What are my options? You can (1) file a claim for a payment from the settlement, and, if the settlement becomes final and you are in the Settlement Class, you will give up the right to sue Verizon about the issues in this lawsuit; (2) do nothing, thereby receiving no payment, and, if the settlement becomes final, you will give up the right to sue Verizon about the issues in this lawsuit; or (3) exclude yourself from the Settlement Class by opting out, thereby receiving no payment, and you will retain any right you may have to sue Verizon about the issues in this lawsuit. To exclude yourself, you must mail a signed request for exclusion containing the information described at www.VerizonAdministrativeChargeSettlement.com, postmarked by **[DATE]**, to: Verizon Administrative Charge Settlement, Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102.

If you do not exclude yourself, and the Court approves the settlement, you will be bound by the Court’s orders and judgments and will release your claims relating to this lawsuit. If you do not exclude yourself, you can object to or comment on the settlement and/or Settlement Class Counsel’s request for attorneys’ fees, expenses, and service awards for the plaintiffs who brought this case on behalf of the Settlement Class. To object, you must submit a signed, written objection containing

the information described at www.VerizonAdministrativeChargeSettlement.com to the Court by [DATE]. Visit www.VerizonAdministrativeChargeSettlement.com for more information.

What happens next? The Court will hold a hearing, currently scheduled for [DATE, TIME], at the Superior Court of the State of New Jersey, located at [ADDRESS] to decide whether to approve the settlement, attorneys' fees and expenses for the attorneys representing the Settlement Class (up to \$33.3 million plus expenses, to be paid from the \$100 million settlement fund), and service awards of up to \$3,500 to each of the plaintiffs who brought this case on behalf of the Settlement Class. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.VerizonAdministrativeChargeSettlement.com for updates.

Who represents me? The Court has appointed DeNittis Osefchen Prince, P.C. and Hattis & Lukacs to represent the Settlement Class. Together, these lawyers are called Settlement Class Counsel. You do not need to pay these lawyers out of your pocket; instead, these lawyers will apply for compensation out of the settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents, the full settlement agreement, the complaint in the lawsuit, and Settlement Class Counsel's fee application (once it is filed), visit www.VerizonAdministrativeChargeSettlement.com. You can also call (844) 689-0186 or email info@VerizonAdministrativeChargeSettlement.com.

PLEASE DO NOT CONTACT THE COURT

[Unsubscribe](#)

Exhibit B

Verizon Administrative Charge Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

LEGAL NOTICE
BY ORDER OF THE SUPERIOR COURT
OF THE STATE OF NEW JERSEY

A court authorized this notice. This is **not** a solicitation from a lawyer.

****YOU MAY BE ENTITLED TO A PAYMENT OF UP TO \$100.00 IF YOU FILE A CLAIM****

You must file a claim by [DATE] to receive a payment

To file a claim or to get more information, visit www.VerizonAdministrativeChargeSettlement.com.

Questions? Call (844) 689-0186.

Para ver este aviso en español, visite www.VerizonAdministrativeChargeSettlement.com.

What is this notice about? A proposed settlement has been reached in a class action lawsuit. The lawsuit claimed that Celco Partnership d/b/a Verizon Wireless ("Verizon") charged a monthly Administrative Charge and/or Administrative and Telco Recovery Charge (collectively, "Administrative Charge") on Verizon post-paid individual consumer wireless accounts that was unfair and not adequately disclosed. Verizon has denied and continues to deny that it did anything wrong and that the lawsuit has any merit. Verizon states that it will continue to charge the Administrative Charge and that it has the right to increase the Administrative Charge. The settlement, if approved, resolves the lawsuit and provides benefits to Settlement Class Members who file a claim.

Who is included? The "Settlement Class" includes consumers residing in the United States (based on account holders' last known billing address) who received postpaid wireless or data services from Verizon and who were charged and paid an Administrative Charge between January 1, 2016 and the date of the Settlement Agreement. You are receiving this notice because Verizon's records indicate that you are in the Settlement Class.

What can I get? Under the proposed settlement, Verizon will pay \$100 million to create a settlement fund, if the settlement is approved and becomes final, payments will be made to eligible account holders. You must file a claim to receive a payment (see below). If you file a claim by the deadline, your settlement payment may be up to \$100.00 for your account, but the final amount may be lower depending on how long you were a Verizon subscriber and how many Settlement Class Members file valid claims.

How do I get a payment? You must file a claim by **[DATE]** to receive a settlement payment. You can file a claim online by clicking here, or you can download a claim form at www.VerizonAdministrativeChargeSettlement.com, fill it out, and submit it by mail. Payments will be issued to valid claimants by mailed check or electronic payment.

What are my options? You can (1) file a claim for a payment from the settlement, and, if the settlement becomes final and you are in the Settlement Class, you will give up the right to sue Verizon about the issues in this lawsuit; (2) do nothing, thereby receiving no payment, and, if the settlement becomes final, you will give up the right to sue Verizon about the issues in this lawsuit; or (3) exclude yourself from the Settlement Class by opting out, thereby receiving no payment, and you will retain any right you may have to sue Verizon about the issues in this lawsuit. To exclude yourself, you must mail a signed request for exclusion containing the information described at www.VerizonAdministrativeChargeSettlement.com, postmarked by **[DATE]**, to: Verizon Administrative Charge Settlement, Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102. If you do not exclude yourself, and the Court approves the settlement, you will be bound by the Court's orders and judgments and will release your claims relating to this lawsuit. If you do not exclude yourself, you can object to or comment on the settlement and/or Settlement Class Counsel's request for attorneys' fees, expenses, and service awards for the plaintiffs who brought this case on behalf of the Settlement Class. To object, you must submit a signed, written objection containing the information described at www.VerizonAdministrativeChargeSettlement.com to the Court by **[DATE]**. Visit www.VerizonAdministrativeChargeSettlement.com for more information.

What happens next? The Court will hold a hearing, currently scheduled for **[DATE, TIME]**, at the Superior Court of the State of New Jersey, located at **[ADDRESS]** to decide whether to approve the settlement, attorneys' fees and expenses for the attorneys representing the Settlement Class (up to \$33.3 million plus expenses, to be paid from the \$100 million settlement fund), and service awards of up to \$3,500 to each of the plaintiffs who brought this case on behalf of the Settlement Class. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.VerizonAdministrativeChargeSettlement.com for updates.

Who represents me? The Court has appointed DelNittis Osefchen Prince, P.C. and Hattis & Lukacs to represent the Settlement Class. Together, these lawyers are called Settlement Class Counsel. You do not need to pay these lawyers out of your pocket; instead, these lawyers will apply for compensation out of the settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents, the full settlement agreement, the complaint in the lawsuit, and Settlement Class Counsel's fee application (once it is filed), visit www.VerizonAdministrativeChargeSettlement.com. You can also call (844) 689-0186.

PLEASE DO NOT CONTACT THE COURT

Exhibit C

Superior Court of the State of New Jersey

**If you have or had a Verizon post-paid wireless plan
YOU MAY BE ENTITLED TO A PAYMENT
 from a class action settlement.**

A court authorized this notice. It is not a solicitation from a lawyer. You are not being sued. Please do not contact the Court. Your legal rights are affected whether you act or don't act. Read this notice carefully.

OVERVIEW

- Verizon customers claimed in a class action lawsuit that Verizon has charged its post-paid individual consumer wireless service account holders a monthly Administrative Charge and/or Administrative and Telco Recovery Charge (collectively, “Administrative Charge”) that was unfair and not adequately disclosed. Verizon has denied and continues to deny that it did anything wrong and that the lawsuit has any merit. The customers and Verizon have reached a proposed settlement to resolve the lawsuit on a class action basis, as described below.
- If you received a notice about this settlement by email or mail, you are in the Settlement Class according to Verizon’s records and are eligible to file a claim for a payment from the settlement.
- **IMPORTANT:** You must file a claim by [DATE] to receive a payment from the settlement. [Click here to file a claim.](#) (Read below or see Questions 6-7 for details)
- Your legal rights are affected, and you have a choice to make. Your options are explained here.

| YOUR LEGAL RIGHTS AND OPTIONS | |
|-------------------------------|---|
| FILE A CLAIM | File a claim by [DATE] to receive a payment. See Questions 6-7. |
| DO NOTHING | Receive no payment and give up the right to sue Verizon about the issues in this lawsuit. |

| | |
|--|--|
| OPT-OUT | Receive no payment from the settlement and retain any right you may have to sue Verizon about the issues in this lawsuit. To opt-out, you must mail a signed request for exclusion by [DATE] . See Question 11 for details. |
| OBJECT OR COMMENT ON THE SETTLEMENT | Object or comment on the settlement by [DATE] . See Question 12 for details. If you object or comment, you can still file a claim and receive a payment. |

- Questions? Read below, or visit www.VerizonAdministrativeChargeSettlement.com or call **[TOLL-FREE NUMBER]** for more information.

Information about the Lawsuit and Class

1. What is this lawsuit about?

The class action lawsuit concerns Verizon customers in the U.S. who purchased post-paid wireless plans from Verizon and were charged an Administrative Charge. Plaintiffs alleged, generally, that Verizon's representations and advertisements regarding the price of its post-paid wireless service plans were misleading because the prices did not include the Administrative Charge, and that Verizon implemented, charged, and increased the Administrative Charge in a deceptive and unfair manner. The complaint in this case is available at www.VerizonAdministrativeChargeSettlement.com.

Plaintiffs and Verizon have now agreed to a settlement to resolve this lawsuit, as described below. The Court has not decided whether Plaintiffs' claims and/or Verizon's defenses are valid. By agreeing to the settlement, neither Verizon nor Plaintiffs make any admissions regarding any liability by Verizon or the merits of the allegations, claims, or defenses in this case. Verizon has denied and continues to deny that it did anything wrong or that the lawsuit has any merit. Verizon states that it will continue to charge the Administrative Charge and contends that it has the right to increase the Administrative Charge. As part of this settlement, Verizon will amend its Customer Agreement to include revised Administrative Charge disclosures.

The Superior Court of the State of New Jersey is overseeing this lawsuit. The lawsuit is known as *Esposito et al. v. Celco Partnership d/b/a Verizon Wireless*, Docket No. MID-.

2. Why is this a class action?

In a class action, one or more people sue on behalf of themselves and other people with similar claims. All of these people together make up the Settlement Class and are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

3. Who is in the Settlement Class?

The "Settlement Class" in this case is defined as:

All current and former individual consumer account holders in the United States (based on account holders' last known billing address) who received postpaid wireless or data services from Verizon and who were charged and paid an Administrative Charge and/or an Administrative and Telco Recovery Charge between January 1, 2016 and the date of the Settlement Agreement.

Excluded from the Settlement Class are any Judges presiding over this Action and any members of their families, and Verizon and affiliated entities and individuals and their respective officers and directors. Also excluded from the Settlement Class are those persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the

Settlement Agreement.

If you received a notice of this settlement by mail or email, you are in the Settlement Class according to Verizon's records.

People in the Settlement Class are called "Settlement Class Members."

Information about the Settlement and About Filing a Claim for a Payment

4. What are the terms of the proposed settlement?

The complete terms of the proposed settlement are set forth in the Settlement Agreement, which is available at www.VerizonAdministrativeChargeSettlement.com. This notice provides only a summary of the terms of the settlement. The settlement benefits and other terms are summarized below.

5. What are the benefits of the proposed settlement?

If the settlement is approved and becomes final, Verizon will pay \$100 million into a Settlement Fund. This money will be used to: (1) make settlement payments to Settlement Class Members, as described at Questions 5-9 below; (2) pay the costs of distributing notice and settlement checks and electronic payments to Settlement Class Members and other costs of administering the settlement; and (3) pay court-awarded attorneys' fees and expenses of the attorneys appointed by the Court to represent the Class ("Settlement Class Counsel") and any service awards granted to the Plaintiffs. As explained below, if you file a claim by the deadline and are eligible for a payment, your payment may be up to \$100.00 for your account, but the final amount may be lower depending on how long you were a Verizon subscriber and how many Settlement Class Members file valid claims. Also as part of this settlement, Verizon will amend its Customer Agreement to include revised Administrative Charge disclosures.

6. How do I get a payment?

You need to file a claim by **[DATE]** to receive a settlement payment.

7. How do I file a claim for a payment?

File Online: To file a claim online, click [here](#) or visit www.VerizonAdministrativeChargeSettlement.com.

File By Mail: If you prefer, you can also print a paper claim form, available at www.VerizonAdministrativeChargeSettlement.com, fill it out, and mail it to the address listed on the form. Or, if you received notice of this settlement by mail you can fill out the claim form that is attached to that notice and mail it to the address listed on the form. **The deadline to file a claim online or by mail is [DATE]**. The Settlement Administrator will review all claims and determine eligibility.

8. How much will the payments be?

If you file a valid claim by the deadline and are eligible for a payment, your payment may be up to \$100.00 for your account, but the final amount may be lower depending on how long you were a Verizon subscriber and how many Settlement Class Members file valid claims. Specifically, there will be an initial minimum allocated amount of \$15.00 for your account plus \$1.00 for each month your account received postpaid wireless or data services from Verizon and was charged and paid an Administrative Charge and/or an Administrative and Telco Recovery Charge between January 1, 2016 and the date of the Settlement Agreement, up to a maximum initial allocated amount of \$100.00. If the Settlement Fund is not sufficient to pay all the filed valid claims after deducting any Court-approved amounts for the cost of settlement administration, attorneys' fees and costs, and incentive awards to the class representatives, then the payments made to the Settlement Class Members who filed valid claims will be decreased from the initial allocated amount on a pro-rata basis. **You must submit a claim by the deadline to receive a payment.**

9. How and when will payments be sent?

Settlement payments will be issued to valid claimants after the settlement is approved and becomes final, by check or electronic payment.

For any settlement payment checks that are uncashed or deemed undeliverable by the Settlement Administrator, those amounts will be treated as unclaimed property of the corresponding Settlement Class Member, subject to applicable state unclaimed property procedures (the additional administrative costs of such unclaimed property process will be deducted from the unclaimed property amounts on a *pro rata* basis).

Your other rights and options

10. What happens if I do nothing?

If you do nothing, you will not receive any settlement payment. **You must file a claim by [DATE] to receive a payment.**

If you do nothing, you will give up any right you may have to sue Verizon about the issues in this lawsuit. You will also be legally bound by all of the orders that the Court issues and judgments the Court makes in this class action.

11. How do I exclude myself (opt out) from the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a signed request for exclusion to: [SETTLEMENT ADMINISTRATOR ADDRESS]

To be effective, your request for exclusion must be postmarked no later than [DATE], and must include the following information:

- (a) your full name, telephone number, mailing address, and email address;

- (b) a clear statement that you wish to be excluded from the Settlement Class;
- (c) the name of this lawsuit: “*Esposito et al. v. Cellco Partnership d/b/a Verizon Wireless*”; and
- (d) your original signature.

In addition, for your request for exclusion to be effective, the mailing address as reflected in the request for exclusion and on the mailing envelope itself must match the mailing address associated with your Verizon account.

12. How do I object or comment?

If you have not excluded yourself from the Settlement Class, you can comment on or object to the settlement, Settlement Class Counsel’s request for attorneys’ fees and litigation expenses, and/or the request for service awards for the Plaintiffs who brought this lawsuit. To object or comment, you must send a signed, written objection/comment including the following:

- (a) the name of this lawsuit: “*Esposito et al. v. Cellco Partnership d/b/a Verizon Wireless*”;
- (b) your full name, mailing address, telephone number, and email address;
- (c) your original signature;
- (d) a description of the specific reasons for the objection;
- (e) the name, address, bar number and telephone number of your attorney if you are represented by an attorney; and
- (f) a statement about whether or not you intend to appear at the Fairness Hearing either in person or through an attorney.

To be considered by the Court, your comment or objection must be in writing and filed with the Court or mailed to the Clerk of Court at the following address, filed/postmarked no later than **[DATE]**:

| THE COURT |
|---|
| Superior Court of New Jersey Middlesex County Clerk of Court 56 Paterson St. New Brunswick, New Jersey 08903-0964 |

Note that you can ask the Court to deny approval of the settlement by filing an objection, but you cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If you would like to request that the Court deny approval, you must object. You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

13. What claims will be released by this Settlement?

If you are in the Settlement Class definition and do not exclude yourself from the Settlement Class, and the settlement is approved and becomes final, the settlement will be legally binding on you and you will be bound by all judgments entered in the case. In exchange for the settlement benefits, you will release all claims against Verizon and its affiliates listed in the Settlement Agreement about the issues in this lawsuit. The Settlement Agreement, available at www.VerizonAdministrativeChargeSettlement.com, describes the claims you are releasing (giving up) by staying in the Settlement Class (called “Released Claims”).

14. Do I have a lawyer in this class action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. Together, these lawyers are called “Settlement Class Counsel”:

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053

HATTIS & LUKACS

Daniel M. Hattis, Esq.
Paul Karl Lukacs, Esq.
11711 SE 8th Street, Suite 120
Bellevue, WA 98005

You do not have to pay Settlement Class Counsel for their time or expenses incurred in this case out of your pocket. Instead, Settlement Class Counsel will petition the Court for an award of their fees and expenses; any amount awarded to Settlement Class Counsel will be paid from the Settlement Fund.

The Court has also appointed Plaintiffs—whose names are set forth in the caption of the settlement agreement, available at www.VerizonAdministrativeChargeSettlement.com—as class representatives to represent the Settlement Class.

15. How will the lawyers be paid?

Settlement Class Counsel (see Question 14) will file a motion on or before [DATE] asking the Court to award them attorneys’ fees of up to \$33.3 million (which is 33.30% of the \$100 million Settlement Fund) plus reimbursement of their litigation expenses. The attorneys’ fees and expenses awarded by the Court will be the only payment to Settlement Class Counsel for their efforts in achieving the settlement and for their risk in undertaking this representation on a wholly contingent basis. In addition, Settlement Class Counsel will ask the Court on or before [DATE] to award each of the Plaintiffs representing the Settlement Class a service award of up

to \$3,500 to compensate them for their efforts and commitment on behalf of the Settlement Class in this lawsuit.

The Court will determine the amount of attorneys' fees, expenses, and service awards to award. Settlement Class Counsel's application for attorneys' fees, expenses, and service awards will be available at www.VerizonAdministrativeChargeSettlement.com when it is filed.

16. Should I hire my own lawyer for this case?

You do not need to hire your own lawyer because Settlement Class Counsel represents you and the other members of the Settlement Class already. However, you have the right to hire your own lawyer. If you want your own lawyer separate from Settlement Class Counsel, you will have to pay that lawyer.

The Court's Fairness Hearing

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing, currently scheduled for [REDACTED] a.m. on [DATE], in the New Jersey Superior Court, located at 56 Paterson St., New Brunswick, New Jersey 08903-0964. The hearing may be moved to a different date or time without additional notice and/or may be held remotely or telephonically. Please check www.VerizonAdministrativeChargeSettlement.com for updates or changes.

At the Fairness Hearing, the Court will consider whether the settlement should be approved as fair, reasonable and adequate. The Court will also consider Settlement Class Counsel's application for attorneys' fees, expenses, and service awards. If there are timely objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

Getting more information

20. Where can I get more information?

More information can be found at www.VerizonAdministrativeChargeSettlement.com.

That website includes important case deadlines, links to case documents including the full Settlement Agreement, the complaint in this lawsuit, and other information about the lawsuit and the settlement. You can also get more information by calling [**TOLL-FREE NUMBER**].

PLEASE DO NOT CONTACT THE COURT

Exhibit D

To: [Class Member Email Address]
From: Verizon Class Action Settlement Administrator
Subject: Reminder Notice – Verizon Class Action Settlement

Notice ID: <<Notice ID>>
Confirmation Code: <<Confirmation Code>>

VERIZON CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.*

****REMINDER: YOU MAY BE ENTITLED TO A PAYMENT OF UP TO
\$100.00 IF YOU FILE A CLAIM****

**DON'T MISS OUT
FILE YOUR CLAIM BY [DATE] TO RECEIVE A PAYMENT.**

We are writing to remind you that you are eligible to file a claim for a payment as part of a class action settlement regarding Verizon's Administrative Charge charged on its post-paid wireless service plans.

To receive a payment, you must file a claim by [DATE]. The process is easy and can be completed online. You can file your claim by clicking this link:

[CLAIM LINK]

For more information about the settlement, visit
www.VerizonAdministrativeChargeSettlement.com or call toll-free (844) 689-0186.

[Unsubscribe](#)

Exhibit E

Your claim form must be submitted online or postmarked by: [DEADLINE]

**SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY LAW DIVISION**

Esposito et al. v. Cellco Partnership d/b/a Verizon Wireless
Docket No. **MID-L-**
CLAIM FORM

VAC

To be eligible for a settlement payment, you must complete and file this Claim Form. You can either:

- (1) **File Online:** File online at www.VerizonAdministrativeChargeSettlement.com; or
- (2) **File by Mail:** Fill out, sign, and return this form to: Verizon Administrative Charge Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

You must file a claim to receive a settlement payment. THE DEADLINE TO FILE A CLAIM IS [DATE].

I. PROVIDE YOUR 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 that occur after you submit your Claim Form.

| | |
|--|--|
| | |
|--|--|

First Name

Last Name

Street Address

| | | |
|--|--|--|
| | | |
|--|--|--|

City

State

Zip Code

| | | |
|--|--|--|
| | | |
|--|--|--|

Email Address

Verizon Wireless Phone Number

Verizon Wireless Account No. (if known)

If you received a notice about this Settlement via email or mail, provide the following information:

| | |
|--|--|
| | |
|--|--|

Notice ID

Confirmation Code

II. CHOOSE FORM OF PAYMENT

Please select from **one** of the following payment options:

- PayPal** – Enter your PayPal email address: _____
- Venmo** - Enter the mobile number associated with your Venmo account: _____ - _____ - _____
- Zelle** - Enter the mobile number or email address associated with your Zelle account:
Mobile Number: _____ - _____ - _____ or Email Address: _____
- Virtual Prepaid Card** - Enter your email address: _____
- Physical Check** - Payment will be mailed to the address provided in Section I above.

**Your claim form
must be submitted
online or
postmarked by:
[DEADLINE]**

**SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY LAW DIVISION**

Esposito et al. v. Cellco Partnership d/b/a Verizon Wireless
Docket No. **MID-L-**

VAC

CLAIM FORM

Your Settlement Payment may be up to \$100.00 for your Verizon account, but the final amount may be lower depending on how long you were a Verizon subscriber and how many Settlement Class Members file valid claims. Specifically, there will be an initial minimum allocated amount of \$15.00 for your account plus \$1.00 for each month your account received postpaid wireless or data services from Verizon and was charged and paid an Administrative Charge and/or an Administrative and Telco Recovery Charge between January 1, 2016 and the date of the Settlement Agreement, up to a maximum initial allocated amount of \$100.00. If the Settlement Fund is not sufficient to pay all the filed valid claims after deducting any Court-approved amounts for the cost of settlement administration, attorneys' fees and costs, and incentive awards to the class representatives, then the payments made to the Settlement Class Members who filed valid claims will be decreased from the initial allocated amount on a pro-rata basis.

III. SIGN THE FORM

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified in Section I and the information provided in this Claim Form is true and correct, this is the only Claim Form that I have submitted, and nobody has submitted another claim in connection with this Settlement on my behalf.

Your signature

Date: _____
MM DD YYYY

Your name

Exhibit F

DEAN ESPOSITO, JEFFREY ACHEY, MARILYN ACHEY, JUSTIN ANDERSON, DEIDRE ASBJORN, GREGORY BURLAK, CARLA CHIORAZZO, JUDITH CHIORAZZO, JOHN CONWAY, ADAM DEMARCO, JAMES FISHER, ALLISON GILLINGHAM, LORRAINE GILLINGHAM, DOREE GORDON, DONNA HARTMAN, PATRICIA JUSTICE, DAVID KELLY, CHRISTINA MANFREDO, JUDITH OELENSCHLAGER, DANIEL PATINO, JAMES PRATE, MICHAEL SCHEUFELE, RUSSELL SEWEKOW, DEBORAH STROYEK, LINDA TEER, CHRISTINE TRAPPE, BRENDA TRIPICCHIO, TERESA MACCLELLAND, KAREN UMBERGER, SCOTT WILLITS, MICHAEL BRANOM, MOLLY BROWN, MICHAEL CARNEY, TIM FRASCH, PATRICIA GAGAN, ANNA GUTIERREZ, LINDA JENKINS, AUGUSTUS JOHNSON, WILLIAM KAUPELIS, MARILYN KAYE, JANETTE LISNER, WILLIAM ERIC LOUGH, DAVID MASSARO, LOUISE MONSOUR, DARLEEN PEREZ, GABRIELLE POZZUOLI, VALERIE REED, BRUCE SCHRAMM, KERRY SHOWALTER, JOHN ST. JARRE, GLORIA STERN, EDNA TOY, TERESA TOY, VANESSA WEST, MARY BOWMAN, ART CAPRI, DEBRA CASEY, KARYN CHALLENGER. TYSON COHRON, CINTIA CORSI, ANDI ELLIS, LAURIE FRANTZ, ASHLEY GARRISON, ANGELA GREEN, CARLOS GUTIERREZ, JAMES HOLLING, KAREN HUDSON, JERRY HUNT, JENNIFER HURTT, JOYCE JONES, LYNN KIRALY, MICHELLE LACUESTA, JASON MCCONVILLE, JOSE NICOT, SANDRA OSHIRO, LESLIE OWENS, JON SANTOS, TERRY SEXTON, KATHLEEN WRIGHT, PAMELA M. ALLEN, SAMANTHA ALBAITIS, CYDNI ARTERBURY, LISA BAKER, BRIANA BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT,

SUPERIOR COURT OF NEW
JERSEY
MIDDLESEX COUNTY
LAW DIVISION

DOCKET NO. MID-L-

**[PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT AGREEMENT
AND DIRECTING
DISSEMINATION OF CLASS
NOTICE**

LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

Before the Court is the Motion for Preliminary Approval of Class Settlement Agreement and for Direction of Class Notice Pursuant to N.J. Ct. R. R. 4:32-2 (“Motion”), filed by Plaintiffs. Plaintiffs and Defendant Cellco Partnership d/b/a Verizon Wireless (“Verizon”) have entered into a Class Settlement Agreement, dated [DATE] (“Settlement Agreement”). Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class notice and other exhibits thereto, the Motion, and the papers and arguments in connection therewith, and good cause appearing, the Court hereby ORDERS as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.
2. This Court has subject matter jurisdiction over this matter, and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this Court.
3. The Motion is GRANTED.
4. The Court hereby preliminarily approves the Settlement Agreement and the terms embodied therein pursuant to N.J. Ct. R. R. 4:32-2. The Court finds that it will likely be able to approve the Settlement Agreement under N.J. Ct. R. R. 4:32-2 and to certify the Settlement Class for purposes of judgment on the proposed Settlement. The Court preliminarily finds that the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class Members

under the relevant considerations. The Court finds that Plaintiffs and proposed Settlement Class Counsel have adequately represented, and will continue to adequately represent, the Settlement Class. The Court further finds that the Settlement Agreement is the product of arms' length negotiations by the Parties through an experienced mediator, Hon. Jay C. Gandhi (ret.) of JAMS, and comes after significant litigation—including significant litigation regarding Verizon's motions to compel arbitration of Plaintiffs' claims and to stay the respective litigations, resulting in multiple rounds of briefing and appeals to date—and significant investigation and discovery. The Court preliminarily finds that the relief provided—a non-reversionary common settlement fund of \$100 million—is adequate taking into account, *inter alia*, the costs, risks, and delay of trial and appeal for all Parties, the legal issues presented in this Action, the interests of the proposed Settlement Class, and the proposed method of distributing payments to the Settlement Class (i.e., direct payments by checks and electronic payments). The Court preliminarily finds that the Settlement Agreement treats the Settlement Class Members equitably relative to each other, and that the proposed allocation of settlement funds to Settlement Class Members is reasonable and equitable. Under the terms of the Settlement Agreement, all Settlement Class Members are eligible to submit claims for settlement payments via a simple claim form. The Court will fully assess any request for attorneys' fees and litigation expenses after receiving a motion from Settlement Class Counsel supporting such request. At this stage, the Court finds that the plan to request fees and litigation expenses to be paid from the common settlement fund creates no reason not to direct notice to the Settlement Class; should this Court find any aspect of the requested attorneys' fees or expenses unsupported or unwarranted, such funds will not revert to Verizon.

5. The Court hereby provisionally certifies, for settlement purposes only, a

“Settlement Class,” pursuant to N.J. Ct. R. R. 4:32-1(b)(3) and 4:32-2, consisting of:

All current and former individual consumer account holders in the United States (based on account holders’ last known billing address) who received postpaid wireless or data services from Verizon and who were charged and paid an Administrative Charge and/or an Administrative and Telco Recovery Charge between January 1, 2016 and the date of the Settlement Agreement.

Excluded from the Settlement Class are any Judges presiding over this Action and any members of their families, and Verizon and affiliated entities and individuals and their respective officers and directors.

Also excluded from the Settlement Class are those persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement and in this Court’s Preliminary Approval Order.

6. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under N.J. Ct. R. R. 4:32-1—namely, that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are common questions of law and fact; (3) Plaintiffs’ claims are typical of those of the Settlement Class Members; (4) Plaintiffs and Settlement Class Counsel have adequately represented, and will continue to adequately represent the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of N.J. Ct. R. R. 4:32-1(b)(3).

7. Certification of the Settlement Class and appointment of the Settlement Class Representatives and Settlement Class Counsel shall be solely for settlement purposes and without prejudice to the Parties in the event the Settlement Agreement is not finally approved by this Court or otherwise does not take effect. If the Settlement does not occur for any reason, certification of the Settlement Class and any Settlement Class Representative or Settlement Class Counsel appointments, including this Order, shall be deemed void and vacated. The Parties reserve all rights and defenses as they existed prior to the execution of the Settlement Agreement

and this Order in the event the Settlement Agreement is not finally approved by this Court or otherwise does not take effect.

8. The Court hereby appoints Plaintiffs in the caption set forth above as Settlement Class Representatives to represent the Settlement Class.

9. The Court hereby appoints the following attorneys as Settlement Class Counsel for the Settlement Class:

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com
Email: josefchen@denittislaw.com
Email: sprince@denittislaw.com

HATTIS & LUKACS

Daniel M. Hattis, Esq.
Paul Karl Lukacs, Esq.
11711 SE 8th Street, Suite 120
Bellevue, WA 98005
Telephone: (425) 233-8650
Facsimile: (425) 412-7171
Email: dan@hattislaw.com
Email: pkl@hattislaw.com

10. The Court hereby appoints Angeion Group as Settlement Administrator and directs Angeion Group to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement and herein.

Notice Program

11. Pursuant to N.J. Ct. R. R. 4:32-2(b), the Court approves the proposed Notice program set forth at Section VI of the Settlement Agreement, including the form and content of the proposed forms of class notice attached as Exhibits A-E to the Settlement Agreement. The

Court finds that the proposed Notice program meets the requirements of Due Process under the U.S. Constitution and N.J. Ct. R. R. 4:32-2; and that such Notice program, which includes individual direct notice to Settlement Class Members via email or mail, reminder notices, and the establishment of a Settlement Website and Toll-Free Number is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the Notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt out, and the proposed Settlement and its terms. The Court finds that the Notice clearly and concisely states in plain, easily understood language, inter alia: (i) the nature of the Action; (ii) the definition of the Settlement Class; (iii) the class claims and issues; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who timely and validly requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on Settlement Class Members under N.J. Ct. R. R. 4:32-1 and 4:32-2.

12. The Court directs the Settlement Administrator and the Parties to implement the Notice program as set forth in the Settlement Agreement.

Claims Procedure

13. The Court approves the form and content of the proposed Claim Form, in the form attached as Exhibit E to the Settlement Agreement, approves the Claims Process set forth in the Settlement Agreement for Settlement Class Members to submit Claims, and directs the Parties and the Settlement Administrator to implement the Claims Process.

Opt-Out and Objection Procedures

14. Settlement Class Members may exclude themselves from the Settlement Class by mailing to the Settlement Administrator, at the address provided in the Website Notice, a request for exclusion that is postmarked no later than thirty-five days after the Notice Date (the “Exclusion Deadline”). To be effective, the request for exclusion must include (1) the Settlement Class Member’s full name, telephone number, mailing address, and email address; (2) a clear statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (3) the name of this Action: “*Esposito et al. v. Cellco Partnership d/b/a Verizon Wireless*”; and (4) the Settlement Class Member’s original signature. In addition, for the request for exclusion to be effective, the sender’s mailing address as reflected in the request for exclusion and on the mailing envelope itself must match the mailing address associated with the Settlement Class Member’s Verizon account. Requests for exclusion furthermore must be made on an individual basis; “mass,” “class,” or other purported group opt outs are not effective. Any Settlement Class Member who submits a timely and valid request for exclusion is foreclosed from objecting to the Settlement or to Settlement Class Counsel’s motion for attorneys’ fees, costs, and service awards. If a Settlement Class Member submits both a timely and valid request for exclusion and an objection, the Settlement Class Member shall be treated as if they had only submitted a request for exclusion. The Settlement Administrator shall promptly after receipt provide copies of any requests for exclusion, including any related correspondence, to Settlement Class Counsel and Verizon’s Counsel. Any Settlement Class Member who does not submit a timely and valid request for exclusion as set forth in this paragraph and in the Settlement Agreement shall be bound by all subsequent proceedings, orders, and judgments in this Action, including, but not limited to, the Release as defined in the Settlement Agreement, regardless of whether the Settlement Class Member has any pending claims or causes of action against Verizon.

15. Any Settlement Class Member who does not submit a timely and valid request for exclusion shall have the right to object to the proposed Settlement and/or to Settlement Class Counsel's motion for attorneys' fees, costs, or service awards, only by complying with the objection provisions set forth herein and in the Settlement Agreement. Settlement Class Members who object shall remain Settlement Class Members and shall be subject to the Release set forth in this Settlement Agreement if this Settlement is approved by the Court and becomes effective. To be considered valid, an objection must be in writing, must be filed with the Court or mailed to the Court at the address listed in the Website Notice, postmarked/mailed no later than 25 days before the Fairness Hearing (the "Objection Deadline"), and must include the following: (1) the name of this Action: "*Esposito et al. v. Cellco Partnership d/b/a Verizon Wireless*"; (2) the full name, mailing address, telephone number, and email address of the objector; (3) the objector's original signature; (4) a description of the specific reasons for the objection; (5) the name, address, bar number and telephone number of counsel for the objector, if the objector is represented by an attorney; and (6) state whether the objector intends to appear at the Fairness Hearing either in person or through counsel. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object or to be heard at the Fairness Hearing and shall be forever barred from making any objection to the proposed Settlement or to Settlement Class Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member who objects to the Settlement shall nevertheless be eligible for all benefits of the Settlement if it is approved and becomes final. The Settlement Administrator shall promptly after receipt provide copies of any objections, including any related correspondence, to Settlement Class Counsel and Verizon's Counsel.

Fairness Hearing

16. The Court will hold a Fairness Hearing on [DATE] at the Superior Court of New Jersey, Middlesex County located at 56 Paterson Street, New Brunswick, New Jersey. The purposes of the Fairness Hearing will be to: (i) determine whether the proposed Settlement Agreement should be finally approved by the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii) determine whether judgment should be entered pursuant to the Settlement Agreement, dismissing the Action with prejudice and releasing all Released Claims; (iii) determine whether the Settlement Class should be finally certified; (iv) rule on Settlement Class Counsel's motion for attorneys' fees, costs, and service awards; (v) consider any properly filed objections; and (vi) consider any other matters necessary in connection with the final approval of the Settlement Agreement.

17. By no later than fifteen days after the Notice Date, Plaintiffs and Settlement Class Counsel shall file their: (a) motion for final approval of the Settlement Agreement, requesting entry of the Final Order and Judgment, substantially in the form of Exhibit G to the Settlement Agreement; and (b) motion for attorneys' fees, costs, and service awards. Promptly after they are filed, these document(s) shall be posted on the Settlement Website.

18. By no later than twenty-one days before the Fairness Hearing, the Settlement Administrator shall file with the Court (or provide to Settlement Class Counsel for filing with the Court) copies of any objections received by the Settlement Administrator.

19. By no later than fourteen days before the Fairness Hearing, the Parties shall file any responses to any Settlement Class Member objections, and any reply papers in support of the motion for final approval of the Settlement and/or in support of Settlement Class Counsel's motion for attorneys' fees, costs, and service awards.

20. The Court may, in its discretion, modify the date and/or time of the Fairness

Hearing, and may order that this hearing be held remotely or telephonically. In the event the Court changes the date, time, and/or the format of the Fairness Hearing, the Parties shall ensure that the updated information is posted on the Settlement Website.

21. Only Settlement Class Members who have submitted timely and valid objections, in accordance with the requirements of this Preliminary Approval Order, may be heard at the Fairness Hearing.

22. If the Settlement Agreement, including any amendment made in accordance therewith, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement Agreement and any actions taken or to be taken in connection therewith (including this Preliminary Approval Order and any judgment entered herein), shall be terminated and shall become null and void and of no further force and effect except for (i) any obligations to pay for any expense incurred in connection with Notice and administration as set forth in the Settlement Agreement, and (ii) any other obligations or provisions that are expressly designated in the Settlement Agreement to survive the termination of the Settlement Agreement, including the Parties' agreement to cooperate in asking the Court to set a reasonable schedule for the resumption of this Action and any parallel litigations brought by the Plaintiffs or Settlement Class Counsel against Verizon, as well as any pending or stayed appeals including the New Jersey Supreme Court appeal in *Achey v. Cellco Partnership*, Dkt. No. 088253 (N.J.) and Ninth Circuit appeal in *MacClelland v. Cellco Partnership*, 22-16020 (9th Cir.), as described in Sections X.E and XII.B of the Settlement Agreement.

23. Other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, all proceedings in the Action are hereby stayed and suspended until further order of this Court.

24. Pending final determination of whether the Settlement Agreement should be finally approved, Plaintiffs and all Settlement Class Members are barred and enjoined from filing, commencing, prosecuting, or enforcing any action against Verizon or the other Released Parties insofar as such action asserts Released Claims, directly or indirectly, in any judicial, administrative, arbitral, or other forum. This bar and injunction is necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction.

25. This Preliminary Approval Order, the Settlement Agreement, and all negotiations, statements, agreements, and proceedings relating to the Settlement, or any matters arising in connection with settlement negotiations, proceedings, or agreements, shall not constitute, be described as, construed as, offered or received against Verizon or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in the Action; (b) that any person suffered compensable harm or is entitled to any relief with respect to the matters asserted in this Action; (c) any liability, negligence, fault, or wrongdoing by Verizon or the Released Parties, including any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf; (d) that this Action or any other action was or may be properly certified as a class action for litigation, non-settlement purposes; (e) the arbitrability of the Action as to Plaintiffs and Settlement Class Members; or (f) the enforceability of any applicable contractual or statutory limitations period to limit any relief.

26. The Court retains jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement, including enforcement of the Release provided for in the Settlement Agreement.

27. The Parties are directed to take all necessary and appropriate steps to establish the

means necessary to implement the Settlement Agreement according to its terms should it be finally approved.

28. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to Settlement Class Members. Without further order of the Court, the Parties may agree to make non-material modifications in implementing the Settlement that are not inconsistent with this Preliminary Approval Order.

IT IS SO ORDERED.

Date: _____

Exhibit G

DEAN ESPOSITO, JEFFREY ACHEY, MARILYN ACHEY, JUSTIN ANDERSON, DEIDRE ASBJORN, GREGORY BURLAK, CARLA CHIORAZZO, JUDITH CHIORAZZO, JOHN CONWAY, ADAM DEMARCO, JAMES FISHER, ALLISON GILLINGHAM, LORRAINE GILLINGHAM, DOREE GORDON, DONNA HARTMAN, PATRICIA JUSTICE, DAVID KELLY, CHRISTINA MANFREDO, JUDITH OELENSCHLAGER, DANIEL PATINO, JAMES PRATE, MICHAEL SCHEUFELE, RUSSELL SEWEKOW, DEBORAH STROYEK, LINDA TEER, CHRISTINE TRAPPE, BRENDA TRIPICCHIO, TERESA MACCLELLAND, KAREN UMBERGER, SCOTT WILLITS, MICHAEL BRANOM, MOLLY BROWN, MICHAEL CARNEY, TIM FRASCH, PATRICIA GAGAN, ANNA GUTIERREZ, LINDA JENKINS, AUGUSTUS JOHNSON, WILLIAM KAUPELIS, MARILYN KAYE, JANETTE LISNER, WILLIAM ERIC LOUGH, DAVID MASSARO, LOUISE MONSOUR, DARLEEN PEREZ, GABRIELLE POZZUOLI, VALERIE REED, BRUCE SCHRAMM, KERRY SHOWALTER, JOHN ST. JARRE, GLORIA STERN, EDNA TOY, TERESA TOY, VANESSA WEST, MARY BOWMAN, ART CAPRI, DEBRA CASEY, KARYN CHALLENGER. TYSON COHRON, CINTIA CORSI, ANDI ELLIS, LAURIE FRANTZ, ASHLEY GARRISON, ANGELA GREEN, CARLOS GUTIERREZ, JAMES HOLLING, KAREN HUDSON, JERRY HUNT, JENNIFER HURTT, JOYCE JONES, LYNN KIRALY, MICHELLE LACUESTA, JASON MCCONVILLE, JOSE NICOT, SANDRA OSHIRO, LESLIE OWENS, JON SANTOS, TERRY SEXTON, KATHLEEN WRIGHT, PAMELA M. ALLEN, SAMANTHA ALBAITIS, CYDNI ARTERBURY, LISA BAKER, BRIANA BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT,

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
LAW DIVISION

DOCKET NO. MID-L-

**[PROPOSED] FINAL ORDER
AND JUDGMENT**

LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

This matter came before the Court for hearing on [DATE], pursuant to the Court's Preliminary Approval Order dated [DATE], and on the motion ("Motion") for final approval of the Settlement Agreement, dated [DATE] entered into by the Parties (the "Settlement Agreement"), as well as Settlement Class Counsel's motion for an award of attorneys' fees, costs, and service awards. Due and adequate notice having been given to the Settlement Class Members of the proposed Settlement and the pending motions, as directed by the Court's Preliminary Approval Order, and upon consideration of all papers filed and proceedings had herein, and good cause appearing, the Court hereby ORDERS as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction over this matter and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this Court.

3. The "Settlement Class" for purposes of this Final Order and Judgment means:

All current and former individual consumer account holders in the United States (based on account holders' last known billing address) who received postpaid wireless or data services from Verizon and who were charged and paid an Administrative Charge and/or an Administrative and Telco Recovery Charge between January 1, 2016 and the date of the Settlement Agreement.

Excluded from the Settlement Class are any Judges presiding over this Action and any members of their families, and Verizon and affiliated entities and individuals and their respective officers and directors.

Also excluded from the Settlement Class are those persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement and in this Court's Preliminary Approval Order.

4. The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as appropriate reminder notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of N.J. Ct. R. R. 4:32-1 and 4:32-2, Due Process under the U.S. Constitution, and any other applicable law.

5. The Court hereby finds that all persons who fall within the definition of the Settlement Class have been adequately provided with an opportunity to exclude themselves from the Settlement Class by submitting a request for exclusion in conformance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order. All persons who submitted timely and valid requests for exclusion are not bound by this Final Order and Judgment. A list of those persons who submitted timely and valid requests for exclusion is on file at Dkt. [REDACTED]. All other persons who fall within the definition of the Settlement Class are Settlement Class Members and part of the Settlement Class, and shall be bound by this Final Order and Judgment and the Settlement Agreement.

6. The Court finds and reaffirms that this Action is properly maintained as a class

action, for settlement purposes only, pursuant to N.J. Ct. R. R. 4:32-1(b)(3) and 4:32-2, as set forth in the Court's Preliminary Approval Order.

7. [Findings regarding class certification]

8. The Court reaffirms its appointment of Plaintiffs set forth in the caption herein as Settlement Class Representatives to represent the Settlement Class, and reaffirms its appointment of Settlement Class Counsel to represent the Settlement Class.

9. The Court finds that the Settlement Agreement warrants final approval pursuant to N.J. Ct. R. R. 4:32-2 because, the Court finds, the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class, after weighing the relevant considerations. First, the Court finds that Plaintiffs and Settlement Class Counsel have adequately represented the Settlement Class, and will continue to do so through settlement implementation. Second, the proposed Settlement Agreement was reached as a result of arms-length negotiations through an experienced mediator, Hon. Jay C. Gandhi (ret.) of JAMS, and comes after significant litigation, investigation, and discovery. Third, the Court finds that the relief proposed to be provided for the Settlement Class is fair, reasonable, and adequate, taking into account, *inter alia*: (i) the costs, risks, and delay of trial and appeal for all Parties; (ii) the legal issues presented in this Action; (iii) the interests of Settlement Class Members; (iv) the effectiveness of the proposed method of distributing relief to the Settlement Class (via mailed checks or electronic payments); and (v) the terms of the requested award of attorneys' fees, costs, and service awards. Fourth, the Court finds that the Settlement Agreement treats Settlement Class Members equitably relative to each other, and that the proposed allocation of settlement funds to Settlement Class Members is reasonable and equitable. Under the terms of the Settlement Agreement, all Settlement Class Members were eligible to submit a claim for payment via a simple claim form.

10. In granting final approval of the Settlement Agreement, the Court has also considered the factors that courts in New Jersey consider in evaluating proposed class settlements. *See, e.g., Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975) and *Sutter v. Horizon*

Blue Cross Blue Shield of New Jersey, 2012 WL 2813813, at *3–4 (N.J. Super. Ct. App. Div. July 11, 2012).

11. [Address *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975) and *Sutter v. Horizon Blue Cross* factors].

12. [Address any objections]. All timely objections submitted by Settlement Class Members have been fully considered by the Court and are overruled.

13. The Motion is hereby GRANTED, and the Settlement Agreement and its terms are hereby found to be and APPROVED as fair, reasonable, and adequate and in the best interest of the Settlement Class. The Parties and Settlement Administrator are directed to consummate and implement the Settlement Agreement in accordance with its terms, including distributing settlement payments to the Settlement Class Members and other disbursements from the Settlement Consideration as provided by the Settlement Agreement.

14. This Action is hereby dismissed with prejudice and without costs to any Party, other than as specified in the Settlement Agreement, this Final Order and Judgment, and any order(s) by this Court regarding Settlement Class Counsel’s motion for attorneys’ fees, costs, and service awards.

15. In consideration of the benefits provided under the Settlement Agreement, and for other good and valuable consideration set forth in the Settlement Agreement, each of the Settlement Class Members and Releasing Parties shall, by operation of this Final Order and Judgment, have fully, finally, and forever released, relinquished, acquitted, and discharged all Released Claims against all Released Parties in accordance with Section IX of the Settlement Agreement, the terms of which section are incorporated herein by reference. The terms of the Settlement Agreement, which are incorporated by reference into this Order, shall have res judicata and other preclusive effects as to the Released Claims as against the Releasing Parties. The Released Parties may file the Settlement Agreement and/or this Order in any other litigation to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

16. All Settlement Class Members and Releasing Parties have covenanted not to sue any Released Party with respect to any Released Claim and shall be permanently barred and enjoined from instituting, commencing, prosecuting, continuing, maintaining, or asserting, directly or indirectly, any Released Claim against any Released Party in any judicial, administrative, arbitral, or other forum. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement and this Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. Notwithstanding the foregoing, nothing in this Order and Judgment shall preclude an action to enforce the terms of the Settlement Agreement.

17. Pursuant to the terms of the Settlement Agreement, Plaintiffs, Settlement Class Counsel, Verizon, and Verizon's Counsel have, and shall be deemed to have, released each other from any and all claims and requests for relief relating in any way to any Party or counsel's conduct in this Action, including but not limited to any claims of abuse of process, malicious prosecution, or any other claims or requests for relief arising out of the institution, prosecution, assertion or resolution of this Action, including claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise expressly set forth in the Settlement Agreement.

18. This Final Judgment and Order is the final, appealable judgment in the Action as to all Released Claims.

19. Without affecting the finality of this Final Order and Judgment in any way, this Court retains jurisdiction over (a) implementation of the Settlement Agreement and the terms of the Settlement Agreement; (b) Settlement Class Counsel's motion for attorneys' fees, costs, and service awards; (c) distribution of the settlement consideration, Settlement Class Counsel attorneys' fees and expenses, and any Plaintiff service awards; and (d) all other proceedings related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreement. The time to appeal from this Final Order and Judgment shall commence upon its entry.

20. In the event that the Settlement Agreement Effective Date does not occur, this

Final Order and Judgment shall be rendered null and void and shall be vacated, nunc pro tunc, as set forth in the Court's Preliminary Approval Order, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the status quo ante rights of Plaintiffs, Settlement Class Members, and Verizon.

21. This Final Order and Judgment, the Preliminary Approval Order, the Settlement Agreement, and all negotiations, statements, agreements, and proceedings relating to the Settlement Agreement, or any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute, be described as, construed as, offered or received against Verizon or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in the Action; (b) that any person suffered compensable harm or is entitled to any relief with respect to the matters asserted in this Action; (c) any liability, negligence, fault, or wrongdoing by Verizon or the Released Parties, including any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf; (d) that this Action or any other action was or may be properly certified as a class action for litigation, non-settlement purposes; (e) the arbitrability of the Action as to Plaintiffs and Settlement Class Members; or (f) the enforceability of any applicable contractual or statutory limitations period to limit any relief.

22. [To the extent this Order does not address Settlement Class Counsel's motion for attorneys' fees, costs and service awards, such motion will be addressed in a separate order or further addressed herein.]

23. The Court finds that there is no just reason for delay and expressly directs this Final Order and Judgment and immediate entry by the Clerk of the Court.

IT IS SO ORDERED.

Date: _____

Exhibit H

Pursuant to Settlement Agreement Section IV.B., within ninety days of the Effective Date, Verizon shall implement the following revisions to its My Verizon Wireless Customer Agreement to include the following language:

In addition to the cost of your plan or any features to which you may subscribe, our charges may also include an Administrative and Telco Recovery Charge, in addition to the other fees described in this Agreement.

The Administrative and Telco Recovery Charge isn't a tax, it isn't required by law, is not necessarily related to anything the government does, and it is kept by us in whole or in part.

The amount of the Administrative and Telco Recovery Charge and what it pays for may change over time.

Exhibit I

UNDERTAKING TO REPAY ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Pursuant to Section XI of the Settlement Agreement¹ executed on [DATE] between and among Plaintiffs and Verizon, Settlement Class Counsel shall be entitled to full payment of the attorneys' fees, costs, and named Plaintiff service awards awarded by the Court within ten (10) business days of the Court's entry of the Final Order and Judgment and any order granting attorneys' fees, costs, and service awards, notwithstanding any appeal. Provided, however, that, should the Final Order and Judgment be reversed or materially modified or the award of attorneys' fees, costs, or service awards be reversed or reduced on appeal, Settlement Class Counsel hereby agree to reimburse the Settlement Fund for any amounts not approved by the Court or following any appeal. Settlement Class Counsel shall reimburse the Settlement Fund in accordance with Section XI of the Settlement Agreement and this undertaking within fourteen (14) days of any such reversal, material modification, or reduction of any attorneys' fees and costs paid to Settlement Class Counsel or service awards paid to the named Plaintiffs.

Dated: _____

Stephen P. DeNittis
DeNittis Osefchen Prince, P.C.

Dated: _____

Daniel M. Hattis
Hattis & Lukacs

¹ All capitalized terms have the meaning as defined in the Settlement Agreement.

Attachment B

Verizon Estimated Allocation as of January 31, 2024

Data Information Utilized for Damages Calculations:

*Average Length of time Class Member is on Service is: **54 Months**
(Source: Angeion Claims Administrator)*

*Average Number of Lines per Account per Class Member: **2.5** (Source:
Verizon)*

*Average Amount of Administrative Charge Over Class Period: **\$1.95**
(Source: calculation from data received from Verizon)*

Number of Projected Claims: **5 Million estimated** (8.6% claim rate)¹

Estimated Fund after Attorneys Fees and Costs and Administration: **\$59 Million**

Average Class Member Initial Allocated Amount before Pro Rata Reduction:
\$15 plus \$1 a month for 54 Months = **\$69 Dollars**

Total Initial Allocated Amount to all Claimants: 5 Million x \$69 = **\$345 Million**

Pro Rata Percentage Amount: \$59 Million/\$345 Million = **17.1%** payout after pro
rata reduction

Payout Calculation after Pro Rata Reduction: **\$2.57** Payment (\$15 x 17.1%) plus
\$0.171 every month on service (\$1.00 x 17.1%).

Average Payment per class member: \$2.57 + (54 months x \$0.171) = **\$11.80**

Largest Payment per class member applying pro rata reduction: **\$18.99** (\$2.57 +
(96 months x \$0.171%))

Average Administrative Charge during the class period: \$1.95 per line

Payout equivalent to this number of months of average administrative charge
payments for 1 line: \$11.80/\$1.95= **6 months**

¹ At time of filing, Angeion has received 4.099 million unverified claims.

Under Damages Theory #1 (54 months of damages)

A class member with 2.5 average lines for the average period of 54 months will receive **4.48%** of loss under Damages Theory #1.

[Calculation: $2.5 \text{ lines} \times \$1.95 \times 54 \text{ mos} = \263.25 ; $\$11.80 / \$263.25 = 4.48\%$]

Under Damages Theory #2 (1 month of damages)

Average damages for one month for a class member with 2.5 lines is \$4.88. A class member with 2.5 lines will receive **241.80%** of his or her recoverable loss.

[Calculation: $2.5 \text{ lines} \times \$1.95 \times 1 \text{ mo} = \4.88 ; $\$11.80 / \$4.88 = 241.80\%$]

Attachment C

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq. (SD-0016)
Shane T. Prince, Esq. (SP-0947)
525 Route 73 North, Suite 410
Marlton, New Jersey 08053
(856) 797-9951

HATTIS & LUKACS
Daniel M. Hattis, Esq.*
Paul Karl Lukacs, Esq.*
11711 SE 8th Street, Suite 120
Bellevue, WA 98005
(425) 233-8650

Attorneys for Plaintiffs and the Proposed Classes

**Pro Hac Vice Application to Be Submitted*

| | |
|--|---|
| <p>DAQUIS SEALE, NICK VASQUEZ, ANNETTE BAKER, JEFF LAMOREE, KATHRYN MAJOR, NATIVIDAD CONCEPCION, XUE SHI LIN, and JESSE FRIEDMAN, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>ALTICE USA, INC.; CEBRIDGE TELECOM CA, LLC (D/B/A SUDDENLINK COMMUNICATIONS); and CSC HOLDINGS, LLC (D/B/A OPTIMUM),</p> <p style="text-align: center;">Defendants.</p> | <p>SUPERIOR COURT OF NEW JERSEY MERCER COUNTY LAW DIVISION</p> <p>DOCKET NO. MER-L-618-23</p> |
|--|---|

**ORDER GRANTING FINAL APPROVAL
TO CLASS ACTION SETTLEMENT AND RELATED RELIEF**

AND NOW, this 13th day of October, 2023, upon consideration of Plaintiffs' unopposed motion to grant final approval to the proposed class action settlement and for related relief, following briefing and a public fairness hearing on October 13, 2023, it is hereby ORDERED that:

1. This action is appropriately treated for settlement purposes as a class action under Rule 4:32-1 and Rule 4:32-2. The settlement class as defined in the Court's prior Order of May 25, 2023 is hereby permanently certified because:

- a. the settlement class is so numerous that joinder of all members is impracticable;

- b. there are questions of law or fact common to the settlement class;
- c. the claims or defenses of the representative party are typical of the claims or defenses of the settlement class;
- d. the representative party will fairly and adequately assert and protect the interests of the settlement class;
- e. the questions of law or fact common to the members of the class predominate over any questions affecting only individual members; and
- f. a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

2. The settlement class has been given notice of the proposed class action settlement consistent with the New Jersey Court Rules and due process, in accordance with the Court's Preliminary Approval Order dated May 25, 2023.

3. The class settlement set forth in the Settlement Agreement was arrived at as a result of arm's-length negotiations conducted in good faith by counsel for the parties, and is supported by the class representatives.

4. The class settlement as set forth in the Settlement Agreement is fair, reasonable, and adequate to the members of the Class in light of the complexity, expense, and likely duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The relief provided under the Settlement Agreement constitutes fair value given in exchange for the releases of the Settled Claims against the Released Parties.

6. Any and all objections to the proposed Class Settlement have been considered and are hereby OVERRULED.

7. Plaintiff's motion for final approval of the class settlement and related relief is GRANTED.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

A. This action is finally certified for settlement purposes as a class action on behalf of a Settlement Class defined as follows:

All persons in the United States who, between July 27, 2018 and the date of preliminary approval, were customers of Altice's Optimum or Suddenlink services and were charged and paid at least one of the following: Network Enhancement Fee, Broadcast Station Programming Surcharge, TV Broadcast Fee, Sports Programming Surcharge, or Regional Sports Network Fee.

B. The Court grants final approval to the proposed class action Settlement as set forth in the Settlement Agreement, as agreed to by all parties and counsel and approved by the Court.

C. Pursuant to the settlement, the Complaint is DISMISSED WITH PREJUDICE. All claims of Plaintiffs and Settlement Class Members against Defendant which arise from the claims and facts pleaded in the Complaint are DISMISSED WITH PREJUDICE and deemed released to the extent specified in the Settlement Agreement. This Order does not bind persons who filed timely and valid requests for exclusion. Attached as **Exhibit A** is a list of persons who properly requested to be – and hereby are – excluded from the class Settlement. All members of the settlement class, except those listed on **Exhibit A**, are bound by this Order and by the final judgment to be entered pursuant to this Order.

D. Class counsel's Petition for Fees and Costs is GRANTED. The Court finds that the requested contingent award of 33.33% of the Settlement Fund for combined attorneys' fees and costs is reasonable, appropriate, and well within the typical range of attorneys' fees awarded in a class action. Accordingly, the combined award of attorneys' fees and costs to Class counsel in the amount of \$4,999,500.00 (33.33% of the \$15,000,000.00 Settlement Fund) is approved and is to be paid in accordance with the terms of the Settlement Agreement.

E. Without affecting the finality of this Final Approval Order in any way, the Court retains jurisdiction over (1) implementation and enforcement of the Settlement Agreement until the parties have performed the required actions thereunder; (2) any other action necessary to conclude this Settlement or to implement the Settlement Agreement; and (3) the enforcement, construction and interpretation of the Agreement.

SO ORDERED.

/s/R. Brian McLaughlin
HONORABLE R. BRIAN MCLAUGHLIN, J.S.C.

On this date, pursuant to R. 1:6-2 the court's statement of reasons have been set forth on the record.

Exhibit A

| Exclusion # | Name | Exclusion (Postmark Date) |
|-------------|-----------------------------------|---------------------------|
| 1 | 6680 PARTNERS LLC (JEANIE RUNION) | 8/4/2023 |
| 2 | AARON MICHAEL KIDD | 9/25/2023 |
| 3 | ABIGAIL MERRILL | 7/31/2023 |
| 4 | ADAM BATKIN | 9/7/2023 |
| 5 | ADAM KEITH RATLIFF | 9/21/2023 |
| 6 | ADARSH DALAL | 8/15/2023 |
| 7 | ADYLYN FIGLEY | 8/2/2023 |
| 8 | ALBERTINA MORAIS | 7/24/2023 |
| 9 | ALESSANDRA FACCHINI | 7/31/2023 |
| 10 | ALESSNDRA PALUMBO | 8/4/2023 |
| 11 | ALICIA ELAM CLARK | 9/21/2023 |
| 12 | AMANDA MORTON | 9/15/2023 |
| 13 | AMIT PATEL | 9/15/2023 |
| 14 | AMY WILLIAMS BROWN | 8/30/2023 |
| 15 | ANDREA PISACANE | 7/11/2023 |
| 16 | ANDY MARCH | 9/29/2023 (9/25/2023) |
| 17 | ANGELA CABEZAL | 8/22/2023 |
| 18 | ANGELA HUSVETH | 9/12/2023 |
| 19 | ANGELIKA PETERSEN | 8/18/2023 |
| 20 | ANGELINA BRANNIGAN | 8/8/2023 |
| 21 | ANNE WACHTER | 9/22/2023 |
| 22 | ANNETTE PRINA | 8/10/2023 |
| 23 | ANTONIA GONZALEZ | 9/12/2023 |
| 24 | ASHLEY JEAN HOLTSCLAW | 10/2/2023 (9/25/2023) |
| 25 | AUDREY ARNALL | 7/26/2023 |
| 26 | AYDEN UNITED METHODIST CHURCH | 9/12/2023 |
| 27 | BARBARA A HALE | 7/25/2023 |
| 28 | BARBARA ANN DIXON | 9/29/2023 (9/21/2023) |
| 29 | BARBARA FELNER | 8/24/2023 |
| 30 | BARBARA VANLOON | 9/12/2023 |
| 31 | BARBARA WAAS | 7/17/2023 |
| 32 | BEKIM HALUCI | 8/22/2023 |
| 33 | BENJAMIN S MCACOWS | 9/29/2023 (9/25/2023) |
| 34 | BENJAMIN SHERIDAN | 8/10/2023 |
| 35 | BETTY DICKERSON | 8/4/2023 |
| 36 | BETTY KRATZER | 9/11/2023 |
| 37 | BILLY SCHOCHLER | 7/25/2023 |
| 38 | BRANDON W HALL | 9/15/2023 |
| 39 | BRENICE SUE THARP | 9/15/2023 |
| 40 | BRIZEIDA SUZMAN | 8/22/2023 |
| 41 | CARLA RAE REID | 9/19/2023 |
| 42 | CAROL J SAAR | 8/28/2023 |
| 43 | CAROL MCQUAIN | 9/15/2023 |
| 44 | CASSANDRA AHMED | 9/25/2023 |
| 45 | CECIL N PRITT | 9/18/2023 |
| 46 | CECILIA CORINA WHITT | 10/2/2023 (9/25/2023) |
| 47 | CELESTE EVANS | 9/29/2023 (9/23/2023) |

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| 48 | CHAD A CUMMINS | 7/18/2023 |
| 49 | CHARLES SCOGGINS | 7/31/2023 |
| 50 | CHERI MICHELLE EDENS | 9/25/2023 |
| 51 | CHERIE RAMOS | 9/29/2023 (9/25/2023) |
| 52 | CHORD HAMSEY | 9/5/2023 |
| 53 | CHRISTINA HUDNALL | 9/11/2023 |
| 54 | CHRISTINE M WORONKIEWICZ | 9/25/2023 |
| 55 | CHRISTOPHER L MATTIL | 7/11/2023 |
| 56 | CIRA CAMERANO | 8/22/2023 |
| 57 | CITY OF CHARLESTON - WEST VIRGINIA | 8/15/2023 |
| 58 | CITY OF MADISON | 10/2/2023 (9/22/2023) |
| 59 | CITY OF MONTGOMERY | 9/29/2023 (9/25/2023) |
| 60 | CITY OF PIKEVILLE | 8/30/2023 |
| 61 | CRYSTAL A BROYLES | 9/29/2023 (9/23/2023) |
| 62 | CRYSTAL CASSANFRA MARSHALL | 9/29/2023 (9/22/2023) |
| 63 | DANIEL BEST | 8/4/2023 |
| 64 | DARLENE MARIE BOWMAN | 9/25/2023 |
| 65 | DARRYL DAVIS | 8/31/2023 |
| 66 | DAVID COOK | 8/15/2023 |
| 67 | DAVID M STEMPLE | 9/29/2023 (9/25/2023) |
| 68 | DAVID OLDS AS EXECUTOR OF THE ESTATE OF JOHNNY OLDS | 9/29/2023 (9/21/2023) |
| 69 | DAVID SOLIMANO | 7/11/2023 |
| 70 | DAWNA BRUMFIELD | 9/15/2023 |
| 71 | DEAN EMMANUELLI | 9/12/2023 |
| 72 | DEBORAH (DEBBIE) MYERS | 9/15/2023 |
| 73 | DEBORAH GOFF | 8/10/2023 |
| 74 | DEBORAH L BRADLEY | 9/26/2023 (9/22/2023) |
| 75 | DEBORAH L TAYLOR | 9/15/2023 |
| 76 | DEBRA DEITZ | 9/29/2023 (9/21/2023) |
| 77 | DEBRA KING | 9/29/2023 (9/25/2023) |
| 78 | DEISY CHACON | 9/26/2023 (9/20/2023) |
| 79 | DENNIS LEE | 10/9/2023 (10/3/2023) |
| 80 | DIANE VAN PATTEN | 9/15/2023 |
| 81 | DOLORES D RIX | 8/16/2023 |
| 82 | DOLORES DYROFF | 8/10/2023 |
| 83 | DONALD POMEROY | 7/24/2023 |
| 84 | DOREEN S BARIA | 9/15/2023 |
| 85 | DORIS M CROCKETT | 8/22/2023 |
| 86 | DOROTHEA M HATHAWAY | 7/25/2023 |
| 87 | DOROTHY A ALDRICH | 9/5/2023 |
| 88 | DOROTHY CAMPBELL | 9/19/2023 |
| 89 | DOROTHY FROST | 9/8/2023 |
| 90 | EARL PEIRRIE | 9/29/2023 (9/21/2023) |
| 91 | EDWARD JOHNSON | 8/17/2023 |
| 92 | EDWARD L EDWARDS | 8/15/2023 |
| 93 | ELEANOR GILKES | 9/25/2023 |
| 94 | ERIC STEELE | 9/15/2023 |
| 95 | ERIKA M MEDINA | 7/21/2023 |

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| 96 | ESTATE OF CHERYL YVONNE CYPERT | 7/25/2023 |
| 97 | ETHEL PEZZIRTE | 8/7/2023 |
| 98 | EUGENE P CULLEN | 7/27/2023 |
| 99 | FABIAN BEATTY | 9/25/2023 |
| 100 | FERANADO DINO - GUIDA | 8/8/2023 |
| 101 | FLOYD BROWN | 8/21/2023 |
| 102 | FRANCES INCORVAIA | 8/28/2023 |
| 103 | FRANCES ROBERTS | 7/28/2023 |
| 104 | FRED CHALUPA | 7/20/2023 |
| 105 | FREDA KELLY | 8/15/2023 |
| 106 | GAMIE MILLER | 8/9/2023 |
| 107 | GARY KENTON CRANFILL | 8/15/2023 |
| 108 | GAYLE WOOD | 7/26/2023 |
| 109 | GEORGE MARTIN JR | 9/5/2023 |
| 110 | GEORGIA GUNTER | 7/21/2023 |
| 111 | GERALDINE PRASIOTIS | 8/24/2023 |
| 112 | GREGORY DIUBALDO | 9/7/2023 |
| 113 | HERSHAL E BLANKENSHIP | 8/30/2023 |
| 114 | HI - LAD INC | 9/15/2023 |
| 115 | HILBERT ETZLER | 8/31/2023 |
| 116 | IAN KORN | 7/25/2023 |
| 117 | ILIANA DELOCIENDA | 7/11/2023 |
| 118 | JACKIE LANE | 8/10/2023 |
| 119 | JACOB KEESE | 9/29/2023 (9/22/2023) |
| 120 | JAMES REEDER | 7/20/2023 |
| 121 | JAN DRESSER | 8/15/2023 |
| 122 | JANET BALDRIDGE (DOTSON) | 10/10/2023 (10/2/2023) |
| 123 | JANET BALDREDGE | 9/15/2023 |
| 124 | JANET O'BRYANT | 9/29/2023 (9/25/2023) |
| 125 | JANET PRATHER | 7/17/2023 |
| 126 | JANICE MARGISON | 9/5/2023 |
| 127 | JASON L SKAGGS | 9/25/2023 |
| 128 | JEANINE A FAEGRE | 9/29/2023 (9/25/2023) |
| 129 | JED KEVIN FERMO | 7/28/2023 |
| 130 | JED NOLAN | 8/10/2023 |
| 131 | JEFFREY BALOGH | 8/31/2023 |
| 132 | JEFFREY LEE HAYES | 9/25/2023 |
| 133 | JENNIFER CAROL BRAGG | 9/15/2023 |
| 134 | JENNIFER L CADLE | 9/15/2023 |
| 135 | JERI CECILE HOLDER | 9/25/2023 |
| 136 | JERRY BONDURANT | 7/20/2023 |
| 137 | JESSIE AUATTROEIOECHE | 7/17/2023 |
| 138 | JOAN GIPSON | 9/12/2023 |
| 139 | JOHN SPORKSS | 8/4/2023 |
| 140 | JOHN E PAULEY | 9/15/2023 |
| 141 | JOHN FISCHER | 8/14/2023 |
| 142 | JOHN W CONLON 100 RUA LA | 9/15/2023 |
| 143 | JONATHAN (JON) DAVIS | 9/29/2023 (9/21/2023) |

| | | |
|-----|---------------------------------|-----------------------|
| 144 | JONATHAN E MARSHALL | 9/21/2023 |
| 145 | JOSEPH M OSBORNE | 9/25/2023 |
| 146 | JOYCE EPP | 8/16/2023 |
| 147 | JOYCE NITTO | 9/6/2023 |
| 148 | JUAN PAULINO | 8/10/2023 |
| 149 | JUDITH M PRICE | 9/27/2023 (9/23/2023) |
| 150 | JUDY HANDLEY | 8/21/2023 |
| 151 | JUDY JANKOWSKI | 9/25/2023 |
| 152 | JULIA MARTINO | 7/28/2023 |
| 153 | JULIA WASHINGTON | 9/25/2023 |
| 154 | JUNE CORRIDOR | 9/1/2023 |
| 155 | KAREN MCQUEEN | 9/25/2023 |
| 156 | KATELYN RENEE REED | 9/21/2023 |
| 157 | KATHERINE J MERCER | 8/1/2023 |
| 158 | KATIE HOLSTINE | 10/2/2023 (9/22/2023) |
| 159 | KELLY & BOBBY AMBROSE | 9/25/2023 |
| 160 | KELLY ANN HAYNES | 9/29/2023 (9/22/2023) |
| 161 | KENNETH BOWEN | 7/17/2023 |
| 162 | KEVIN JOSEPH BOGLIOLE | 9/7/2023 |
| 163 | KIMBERLY KULESH HACKETT | 9/29/2023 (9/25/2023) |
| 164 | KLEIN SHERIDAN & GLAZER | 8/10/2023 |
| 165 | KRISTIN URBAN | 8/30/2023 |
| 166 | L SCRECHMG | 7/20/2023 |
| 167 | LAURA BETH RICE | 7/14/2023 |
| 168 | LAURA LUTZ | 9/29/2023 (9/21/2023) |
| 169 | LAWANA SELVIDGE | 8/11/2023 |
| 170 | LESLIE FAULDS | 8/11/2023 |
| 171 | LESTER L EVERETT | 10/3/2023 (9/28/2023) |
| 172 | LINA PALANGE | 7/18/2023 |
| 173 | LISA & CHRISTOPHER KIRKPATRICK | 9/29/2023 (9/21/2023) |
| 174 | LOGAN FIRE DEPT - CITY OF LOGAN | 9/29/2023 (9/22/2023) |
| 175 | LOGAN WITHROW | 9/29/2023 (9/25/2023) |
| 176 | LOREEN ROSA | 7/17/2023 |
| 177 | LORRAINE M ECHEVARRIA | 7/14/2023 |
| 178 | LUCY A DUECK | 9/12/2023 |
| 179 | LUCY LEOPARDO | 8/10/2023 |
| 180 | LUIS AGUILA | 7/28/2023 |
| 181 | MARCUS REED | 9/29/2023 (9/25/2023) |
| 182 | MARGARET LO RUSSO | 7/25/2023 |
| 183 | MARGARET WRIGHT | 9/5/2023 |
| 184 | MARK CUNNINGHAM | 10/2/2023 (9/19/2023) |
| 185 | MARNIE PERRY | 7/31/2023 |
| 186 | MARTIN WININGER | 8/1/2023 |
| 187 | MARY E BAILEY | 9/26/2023 (9/21/2023) |
| 188 | MARY GIBSON | 7/20/2023 |
| 189 | MARY PAT ROONEY | 7/11/2023 |
| 190 | MARY ROMANO | 8/8/2023 |
| 191 | MARY RUTH HOISINGTON | 8/30/2023 |

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| 192 | MATTHEW D NELSON | 8/4/2023 |
| 193 | MAUREEN MICHELLE VAN SKIVER | 10/5/2023 (9/22/2023) |
| 194 | MAYDA RIVERA | 8/8/2023 |
| 195 | MELANIE MATTIL | 7/11/2023 |
| 196 | MICHELLE L BROWNING | 9/29/2023 (9/22/2023) |
| 197 | MICHELLE STEELE | 9/15/2023 |
| 198 | MIKE GHATAN | 9/15/2023 |
| 199 | MISTY JOHNSTON | 8/21/2023 |
| 200 | MYRA FUNDERBURK | 7/20/2023 |
| 201 | NANCY C HILL | 9/21/2023 |
| 202 | NANCY EPPERHART | 9/25/2023 |
| 203 | NANCY HANSON | 8/30/2023 |
| 204 | NANCY MARKHAM | 8/1/2023 |
| 205 | NANCY SCOTT | 8/15/2023 |
| 206 | NANNETTE CREECH | 7/17/2023 |
| 207 | NATHAN ROLLYSON | 8/10/2023 |
| 208 | NICHOLE GATTORNA | 7/20/2023 |
| 209 | NITA GWALTREY | 8/8/2023 |
| 210 | NORA A IVERS | 9/8/2023 |
| 211 | NORMA RAWLINGS | 7/26/2023 |
| 212 | PAMELA RITTMAN | 9/21/2023 |
| 213 | PATRICIA FARE | 10/2/2023 (9/21/2023) |
| 214 | PATRICIA CONNELLY | 8/31/2023 |
| 215 | PATRICIA FOSELLA | 8/11/2023 |
| 216 | PATRICIA JO CAREY | 9/15/2023 |
| 217 | PATRICK J POGGI | 9/12/2023 |
| 218 | PAULA M WISNIEWSKI | 8/8/2023 |
| 219 | PAULA MUCCI | 7/21/2023 |
| 220 | PAULINE PATTON | 7/20/2023 |
| 221 | PENG YU | 9/1/2023 |
| 222 | R A CANTRELL | 9/26/2023 (9/21/2023) |
| 223 | RACHAEL THOMAS | 9/29/2023 (9/23/2023) |
| 224 | RALPH UPCHURCH | 10/2/2023 (9/21/2023) |
| 225 | RANCE BERRY | 9/29/2023 (9/25/2023) |
| 226 | RANDY ALAN RATH | 9/25/2023 |
| 227 | RAWDY BALLARD | 8/3/2023 |
| 228 | REBECCA L WALLA | 8/4/2023 |
| 229 | REBECCA LABELLE | 9/25/2023 |
| 230 | REBECCA R ARBOGAST | 9/29/2023 (9/21/2023) |
| 231 | RENEE L RIGGS | 9/29/2023 (9/21/2023) |
| 232 | REVA ANDERSON | 7/28/2023 |
| 233 | RICHARD A CHATY | 9/18/2023 |
| 234 | RICHARD CARL BREEZE | 8/30/2023 |
| 235 | RICHARD HUFF | 7/25/2023 |
| 236 | RICHARD J BENICASA | 9/12/2023 |
| 237 | RICHARD JACKSON | 9/21/2023 |
| 238 | ROBERT A HECKER | 8/1/2023 |
| 239 | ROBERT ARTELL | 9/29/2023 (9/25/2023) |

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| 240 | ROBERT E FORGESON | 7/14/2023 |
| 241 | ROBERT J HAAS | 9/25/2023 |
| 242 | ROBERT LONGSTRETH | 9/29/2023 (9/21/2023) |
| 243 | ROBIN LYNN RUTHERFORD | 9/21/2023 |
| 244 | ROGER STEWARD | 9/15/2023 |
| 245 | ROGER WILLIAM REED | 9/21/2023 |
| 246 | ROSE AMBURGEY | 8/14/2023 |
| 247 | ROSIO ASENET GONZALES | 8/15/2023 |
| 248 | ROXIE N GOOCH | 9/15/2023 |
| 249 | RUBY N GOFF | 10/4/2023 (9/25/2023) |
| 250 | RUSSELL H (RUSTY) DAVIS | 8/30/2023 |
| 251 | RUTH KNAPP | 9/15/2023 |
| 252 | RUTH MCGEHEE | 9/26/2023 (9/21/2023) |
| 253 | RYAN ASHWORTH | 9/15/2023 |
| 254 | SANDRA MARTIN | 8/31/2023 |
| 255 | SARA M BRAVO | 7/21/2023 |
| 256 | SARAH M FLESHER | 7/17/2023 |
| 257 | SHARON BELLE OWEN CRANFILL | 8/15/2023 |
| 258 | SHARON KAY RYKIEL | 9/18/2023 |
| 259 | SHARON WHITE | 7/20/2023 |
| 260 | SHARRON BUTLER | 7/17/2023 |
| 261 | SHEILA JONES | 7/20/2023 |
| 262 | SHERI WALTON | 9/29/2023 (9/21/2023) |
| 263 | SHIELA LYNN KIRK | 9/29/2023 (9/23/2023) |
| 264 | STEPHEN BLACKWELL | 9/15/2023 |
| 265 | STUART BAZARSKY | 7/24/2023 |
| 266 | STUART J ROBB | 7/17/2023 |
| 267 | SUSAN LESBERG | 8/9/2023 |
| 268 | SUSAN LOURA | 7/14/2023 |
| 269 | TERESA PAGANI | 8/8/2023 |
| 270 | TERESA RICHMOND | 9/29/2023 (9/25/2023) |
| 271 | TERRY D MOREHEAD | 9/29/2023 (9/25/2023) |
| 272 | THEODORE URBAN | 8/30/2023 |
| 273 | THOMAS M STRINGFELLOW | 7/14/2023 |
| 274 | THOMAS SCHNITBERGER | 9/7/2023 |
| 275 | TIMOTHY ALLEN JORDAN | 9/29/2023 (9/25/2023) |
| 276 | TODD TURNER | 9/25/2023 |
| 277 | TODD TURNER | 10/2/2023 (9/19/2023) |
| 278 | TOWN OF CHESAPEAKE | 9/29/2023 (9/25/2023) |
| 279 | TOWN OF SMITHERS | 9/29/2023 (9/25/2023) |
| 280 | TRACY SHARP | 9/29/2023 (9/23/2023) |
| 281 | TY MOOSE | 8/4/2023 |
| 282 | UNKNOWN | 8/9/2023 |
| 283 | VASILIJ SUKHAN | 7/13/2023 |
| 284 | VELMA FLIPPIN | 9/15/2023 |
| 285 | VICTORIA MCALISTER | 8/1/2023 |
| 286 | VINCENT P CARUSO | 8/28/2023 |
| 287 | VIOLA COUTEE | 7/17/2023 |

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| 288 | VIOLET SAD | 8/25/2023 |
| 289 | VIOLET SEABOLT | 7/24/2023 |
| 290 | VISIONARY PARTNERS - LISA COPRY | 9/29/2023 (9/25/2023) |
| 291 | WAYNE A MORRIS | 9/21/2023 |
| 292 | WILLIAM BUNSE | 8/15/2023 |
| 293 | WILLIAM WILLIAMS | 8/7/2023 |
| 294 | WILMA JO BETZ | 8/15/2023 |
| 295 | WINNIE RODUIT | 9/11/2023 |

Attachment D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CHARLES TILLAGE, et al.,

Plaintiffs,

v.

COMCAST CORPORATION, et al.,

Defendants.

Case No. [17-cv-06477-VC](#)

**ORDER GRANTING IN PART AND
DENYING IN PART DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT**

Re: Dkt. No. 129

Tillage and Loomis are Comcast customers. Their claims under California statutes and common law arise from what they say is Comcast's deceptive scheme of promising a flat-rate price for cable and internet services up front but failing to disclose certain fees—and the fact that those fees can increase over the course of the contract—until after the consumer has already committed to their chosen plan. For the reasons explained below, Comcast's motion for summary judgment as to Tillage's and Loomis's statutory claims is denied. Its motion as to their claims for breach of contract is granted.

Statutory Claims

Tillage and Loomis each brought claims under California's Unfair Competition Law, False Advertising Law, and Consumers Legal Remedies Act. To prevail on each of these claims at trial, the plaintiffs will have to prove essentially the same three elements: that they suffered some economic injury, that Comcast engaged in a deceptive or unfair practice, and that the

deceptive practice caused their injury.¹ When, as here, the deceptive practice takes the form of misrepresentation, proving causation requires showing that the plaintiffs reasonably relied on that misrepresentation in deciding to purchase Comcast's services. *Kwikset Corp. v. Superior Court*, 51 Cal. 4th 310, 326 (2011). At the summary judgment stage, the question is whether a reasonable jury could infer from the evidence in the record that each of these elements was met.

With respect to the first element, a jury could readily conclude that Tillage and Loomis each suffered the same economic injury: each bought a service plan that turned out to be more expensive than they expected. Receiving the advertised cable services required paying two fees above and beyond the advertised "sticker price:" the Broadcast TV Fee and the Regional Sports Fee. Unlike government taxes and surcharges (which any reasonable consumer might expect), Comcast charges these fees to defray the costs of providing what a reasonable consumer would expect he is already paying for when he buys a cable package—the channels within the package that show regional sports and broadcast television.

As to the second and third elements, misrepresentation and causation, the record is specific to each plaintiff. And it is somewhat messy, particularly with respect to reliance. Comcast's strongest argument for summary judgment centers on the existence of a Minimum Term Agreement, a contract that discloses the two challenged fees (and the fact that they could increase within the two-year period) among other plan terms and limits. The Ninth Circuit, following California courts, treats customers who have signed a contract as having read it, because signing a contract without first reading it is categorically unreasonable. *Davis v. HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1163 (9th Cir. 2012). Here, if Tillage and Loomis each plainly signed the Agreement, the Court would have to rule as a matter of law that they did not

¹ For purposes of the False Advertising Law claim, the deceptive practice must be in the form of advertising. Comcast asserts that statements made by customer service representatives in response to inquiries by individual consumers do not constitute "advertising," but the California Supreme Court has held that the law does encompass statements made under closely analogous circumstances: a bank officer discussing the terms of an individual loan. *Chern v. Bank of America*, 15 Cal. 3d 866, 875-76 (1976). The statements made to both plaintiffs by various customer service representatives in the course of signing up for their plans (as described below) therefore satisfy that requirement.

reasonably rely on any representation that their service plans would not require them to pay the two challenged fees. But on this record, the circumstances surrounding the Agreements associated with each plaintiff's service plan raise genuine fact issues as to whether either Tillage or Loomis actually "signed" the Agreement or otherwise assented to its terms. **It's a close question whether these plaintiffs can survive summary judgment, but ultimately their quirky fact patterns do not allow a ruling in Comcast's favor as a matter of law.**

Tillage had Comcast services at one property beginning in 2014, and for about two years was receiving and paying bills that listed the Broadcast TV Fee as an additional charge. In 2016 he moved and signed up for a new Comcast plan at his new apartment, and it is the terms of that plan he challenges here. Tillage first signed up for internet and cable service through a representative assigned to his complex, and although the details of that conversation are not in the record, the transcripts of subsequent calls with Comcast representatives suggest that he came away from that first interaction feeling bamboozled. On June 6 he called and spoke with a representative named Cathy, who explained that his new plan was a 24-month contract priced at \$129.99 per month, and that he could cancel at no cost within 30 days of having signed up. Cathy also helped Tillage schedule the equipment installation for his new plan on June 14. Tillage then received two confirmation emails, one dated June 14 and the second dated two days later. Both emails listed a total amount for "taxes, surcharges, and fees" and each provided a link to view the Agreement associated with Tillage's plan. From the record produced by Comcast, that Agreement was generated on May 27 when Tillage first signed up through his complex representative, but Tillage denies having ever received a hard copy or clicking on the emailed link to view it. On June 16, Tillage also received his first billing statement, which explicitly listed both the Broadcast TV Fee and the Regional Sports Fee. Finally, on July 2, Tillage called Comcast once more, this time speaking with a representative named David. He complained that the bill he received was for \$142, rather than the \$129.99 he expected. David explained that there was a \$10 charge for his internet modem but did not discuss other fees. Ultimately, Tillage decided to keep his plan, even though at that point he was within the 30-day period and could

have cancelled for free.

From this record, a reasonable jury could find that Comcast made a material misrepresentation by omission when Cathy told Tillage that the plan would cost \$129.99, when in fact it would cost more because of the two challenged fees. Whether the jury could find that Tillage reasonably relied on that misrepresentation is a much closer question, but ultimately there is no evidence in the record that Comcast disclosed the fees at any point before Tillage was, as a practical matter, committed to the plan. Although it is certainly relevant that he was paying the Broadcast TV Fee for two years before signing up for the current plan, the record does not reflect what he was promised with respect to the terms of the 2014 plan when he first signed up for it. Without knowing the details of that conversation, the Court cannot definitively find that he should have known to expect that fee to be charged on his new 2016 plan.

With respect to the Agreement, it does not bear Tillage's signature, and the record only shows that it was available to him by clicking the link in the confirmation emails. But Tillage only received the first of those emails the day of his equipment installation, after he had spent a considerable amount of time going through the process of signing up and scheduling the installation. The same goes for his first billing statement: even though Tillage received it and was therefore on notice of the added fees before the end of his 30-day cancellation period, that disclosure came much too late to save him the headache of getting set up for service. Therefore it cannot be said that his decision to continue with the current plan, rather than bear the temporal and emotional costs of switching to either another provider or a lower-priced Comcast plan, destroys the inference of reasonable reliance on Cathy's upfront representation of the monthly cost.

Loomis first signed up for Comcast's services on June 19, 2016 through a salesperson at a Verizon store, but like Tillage the record reflects that he was left frustrated by this first interaction.² On June 20 he entered an online chat with Comcast customer service representative

² The only evidence of that initial encounter in the record is a confirmation sheet Loomis says he was handed. Although the sheet discloses both fees in small print at the bottom of the page, there

Nikko, who cancelled the order Loomis had placed at the store and then described to him a series of different internet and cable packages available at different price points. In discussing one of those packages, Nikko explained that the top-line price was “a package rate and does not include taxes and fees.” When Loomis asked what “fees” were involved, Nikko responded that “Fees will include your modem rental, DVR rental, and alike.” The next day, Loomis chatted with another representative, Eunice, and decided to sign up for a new plan with a monthly rate of \$79.99. When it came time to complete the order, Eunice told Loomis to follow a link to a webpage (without specifying what the webpage contained) and then do the following: “For the ORDER ID NUMBER, please Click the Calendar Icon and choose the date today. Please, provide to me the TRANSACTION ID NUMBER that appears on the next page so I can finalize your order.” Loomis followed the link, which took him to a copy of the Agreement. He apparently viewed at least some of the Agreement because he asked Eunice a question about the mandatory two-year term disclosed in bold font at the top of the page. With that question answered, he seems to have followed the remaining instructions and provided Eunice with a transaction ID number. Eunice then confirmed that, all-in, his new monthly rate would be \$89.99 “before taxes.” Later that day, Loomis entered yet another chat with a billing representative named Surinder, apparently upset that his new rate was \$89.99 rather than the \$79.99 Eunice had originally stated as the price for the package he selected. Surinder explained that there was a \$10 monthly fee for HD service, and after some grumbling from Loomis agreed to waive that fee for the next 12 months. Surinder then confirmed that “with these changes, your monthly bill would be \$79.99/mo + tax for the next 12 months.”

As with Tillage, a reasonable jury could find that Comcast made a material misrepresentation when Eunice told Loomis that the monthly price would be \$79.99 without

is so much scribbling and crossing-out of terms all over the page that it cannot be said to clearly disclose much of anything. At any rate, because Loomis canceled this first plan upon discovering that it would cost much more than the Verizon representative told him, the confirmation is not relevant to the plan he challenges here—the one he ultimately signed up for through online chats with Comcast agents.

disclosing the two challenged fees. But the question of whether a jury could find that Loomis reasonably relied on that misrepresentation is even closer than with Tillage. Unlike Tillage, there is no doubt that Loomis was presented with the Agreement at the time he signed up for his plan, and the copy of the Agreement produced in discovery has Loomis's name written in next to a date. Additionally, the button next to the option "Accept Agreement Terms" has been filled in. On almost any other record, these facts would be fatal to Loomis's claims in light of the *Davis* rule. But the very particular circumstances presented by this record raise a genuine issue of fact as to whether Loomis actually consented to the terms of the Agreement. Eunice's instructions in the chat did not describe "signing" or "agreeing to" the terms of the contract—she simply told Loomis to click a date on a calendar and then provide a transaction number. At his deposition, Loomis testified that he did not recall writing his name on the Agreement and thought that Comcast had probably pre-populated it for him. When asked whether he had clicked the button next to "Accept Agreement Terms," Loomis said "presumably" but did not affirmatively recall having done so. Taken as a whole, a reasonable jury could infer from these facts that a reasonable consumer in Loomis's position would not have necessarily understood that, by doing as Eunice instructed, he was binding himself to the terms of the Agreement. The *Davis* presumption that a reasonable consumer would read a contract before signing it therefore does not apply, and the issue of whether the fees were actually disclosed to Loomis before he signed up for his plan remains a contested issue of fact that must be decided by the jury.

Breach of Contract Claim

Summary judgment must be granted as to the breach of contract claim because, as described above, the Agreement plainly disclosed the Broadcast TV Fee and the Regional Sports Fee and that those fees could increase over the contract term. The plaintiffs' arguments that their contracts with Comcast consist only of the promises made to them in the various chats and emails with customer representatives are absurd. Any reasonable consumer would understand that a contract for two years of cable and internet service would include written terms and

conditions, and in this case the Agreement plainly forms at least part of that writing. Since the written contract requires customers to pay the two challenged fees in addition to the top-line price, the fact that Comcast actually charged those fees cannot constitute a breach.

IT IS SO ORDERED.

Dated: May 28, 2021



VINCE CHHABRIA
United States District Judge

Attachment E

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CHARLES TILLAGE, et al.,

Plaintiffs,

v.

COMCAST CORPORATION, et al.,

Defendants.

Case No. [17-cv-06477-VC](#)

**ORDER DENYING MOTION FOR
CLASS CERTIFICATION; DENYING
MOTIONS TO SEAL**

Re: Dkt. No. 171, 176, 178

The plaintiffs' arguments for predominance, commonality, and typicality appear to depend on the assumption that it is simply unlawful for Comcast to advertise a base price for a cable package that does not include the Broadcast TV Fees and Regional Sports Fees, even if the customer receives a disclosure that those fees will be charged in addition to the advertised price. If the plaintiffs' assumption were correct, perhaps class certification would be appropriate. But under the California statutes invoked by these plaintiffs, it is not correct. Those statutes require the Court to take any corrective disclosures into account in evaluating whether the challenged advertising or statement is deceptive. *See Kwikset Corp. v. Superior Court*, 51 Cal. 4th 310, 326 (2011); *see also* Order Granting in Part and Denying in Part Defendant's Motion for Summary Judgment, Dkt. No. 183 at 1-2. As was discussed at the summary judgment stage, if Comcast advertised a base price for a cable package and merely noted that this price did not include "fees" without further specification, such an advertisement would likely be deceptive because the Broadcast TV Fees and Regional Sports Fees are not the types of fees that an ordinary consumer would expect to be added to the base price (in contrast to the more typical government-imposed fees). But if, as the record shows was frequently the case, Comcast advertised a base price and

then explained specifically that the Broadcast TV Fees and Regional Sports Fees would be charged on top of that, it did not violate the statutes invoked by the plaintiffs in this case because such a disclosure cures the otherwise potentially deceptive nature of the advertisement.

The summary judgment record with respect to the two remaining named plaintiffs (and the overall record in this litigation) underscores the problems with the plaintiffs' class certification motion. Although both of these remaining named plaintiffs saw advertisements showing a base price that did not include the Broadcast TV Fees and Regional Sports Fees, there are genuine fact issues as to whether they each received a curative disclosure that would preclude a finding that the advertisements were misleading. A jury could easily find in favor of one plaintiff and against the other, and the inquiries are highly individualized. Moreover, the facts surrounding both of the remaining named plaintiffs seem quite different from the facts surrounding an earlier named plaintiff, Christopher Robertson, who received a flyer that advertised the base price but clearly disclosed both of the fees at issue. *See* Ex. S to the Fifth Amended Complaint in *Adkins v. Comcast Corp. et al.*, Case No. 3:16-cv-05969-VC, Dkt. No. 160-1, p. 70-72.

In sum, given how broadly the plaintiffs have defined their proposed class (without attempting to distinguish between people who responded to flyers like the one Robertson received, people who went through the online signup process, and so on) there is too much variation among putative class members in terms of what representations were made and whether those representations were deceptive. There would be significant diversity in the evidence necessary to adjudicate whether a particular class member received a misleading statement from Comcast, and significant potential for different results among class members. This defeats predominance; indeed, it likely defeats commonality. *In re Wells Fargo Home Mortgage Overtime Pay Litigation*, 571 F.3d 953, 957-58 (2009) (predominance analysis focuses on whether the proposed class is "sufficiently cohesive" that adjudication of common questions will contribute to judicial economy); *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) (commonality requires a "common contention...capable of classwide resolution."). And once

the plaintiffs' erroneous assumption about Comcast's legal duty is set aside, it is clear that the two remaining lead plaintiffs' claims are not typical of the broadly defined class. The highly individualized sign-up processes they went through mean that their claims are not "reasonably coextensive" with the experiences of other class members. *Castillo v. Bank of America, NA*, 980 F.3d 723, 729 (9th Cir. 2020) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998) (overruled on other grounds by *Dukes*, 564 U.S. at 338)).

Accordingly, the motion for class certification is denied. In a footnote, the plaintiffs ask for leave to seek certification of an injunctive relief class if this motion is denied. It is unclear—given how long this case has dragged on and given the extent to which the plaintiffs appear to have overreached in this motion—whether this would be fair. It is also unclear, given the erroneous legal theory on which the plaintiffs have been proceeding, whether they have developed a record that would support a request for injunctive relief on behalf of a class. Accordingly, a case management conference is scheduled for Wednesday August 4, 2021 at 2:00 p.m. to discuss this issue. Seven days prior, the parties must file a joint case management statement setting forth their positions.

Regarding the parties' motions to seal (Dkt. Nos. 176, 178), none of the redacted portions of the briefs are appropriate for sealing. To the extent that the contents of the exhibits sought to be sealed is reflected in the briefs, those exhibits are also not appropriate for sealing. Both motions to seal are therefore denied entirely, without prejudice to filing a renewed request within 7 days that is much narrower and more targeted. If no such motion is filed within 7 days, all the materials will be unsealed.

IT IS SO ORDERED.

Dated: July 16, 2021



VINCE CHHABRIA
United States District Judge

Attachment F

AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between

Re: 01-22- 0004-3819

Jennifer Keehner, Claimant

v.

Cellco Partnership LLC and

Verizon Communications, Inc., Respondents

ORDER DISMISSING CLAIMS

On March 3, 2023, an Order was entered Granting Respondents' Requests to File a Rule 24 Motion to Strike Class Allegations and a Rule 33 Dispositive Motion.

On March 31, 2023, Claimant withdrew her Class Allegations.

After reviewing Respondents' Rule 33 Dispositive Motion, Claimant's Response in Opposition to Respondents' Dispositive Motion and Respondents' Reply in Further Support of Dispositive Motion, I find, as follows:

1. Claimant's Complaint consists of 3 Claims: breach of contract, breach of the covenant of good faith and fair dealing, and unfair and deceptive trade practices.
2. All of Claimant's claims are based on the "Administrative Charges" that Respondents billed to Claimant, which Claimant contends are a "hidden fee" and "a revenue grab."
3. However, the My Verizon Wireless Customer Agreement, Exhibit A to Respondents' Answer, (the Agreement), specifically states that Verizon's charges may include "Administrative Charges", and that the amounts of those charges and what they pay for may change.
4. The relevant provision of the Agreement reads as follows:

"Our charges may also include Federal Universal Service, Regulatory and Administrative Charges, and we may also include other charges related to our governmental costs. We set these charges; they aren't taxes, they aren't required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts and what they pay for may change." (CA-P3)

Keehner v Cellco and Verizon

01-22-0004-3819

Order Dismissing Claims

Page 2

5. Respondents have not violated the Agreement, the implied covenant of good faith and fair dealing, or Florida's Deceptive and Unfair Trade Practices Act by exercising the contractual rights that were expressly disclosed in the Agreement.
6. The Agreement discloses the Administrative Charges, that the amount of those charges may change, and that Verizon will keep the amount charged in whole or in part.
7. The Agreement further provides that the Administrative Charges are not taxes, are not required by law, and are not necessarily related to anything the government does.
8. Claimant's allegations that Respondents are illegally charging Administrative Charges flies in the face of the Agreement which specifically provides for such charges.
9. Respondents have not breached the Agreement or the covenant of good faith and fair dealing. Nor have Respondents committed any unfair and deceptive trade practices.

It is Ordered that Respondents' Rule 33 Dispositive Motion is granted and the Claims of Claimant, Jennifer Keehner, against Respondents, Cellco Partnership LLC and Verizon Communications, Inc. are dismissed with prejudice.

Dated this 24 day of April, 2023


THEODORE R. BAYER, Arbitrator

Attachment G

AMERICAN
ARBITRATION
ASSOCIATION®INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®**AMERICAN ARBITRATION ASSOCIATION**

In the Matter of the Arbitration between

Melinda Mason
Claimant

Case No. 01-22-0004-3816

-v-

Verizon Wireless
Respondent

FINAL AWARD OF ARBITRATOR

I, Julee L. Milham, THE UNDERSIGNED ARBITRATOR, have been designated in accordance with the arbitration agreement entered between the above-named parties and have been duly sworn. Oral hearings having been waived in accordance with the Consumer Rules, and having fully reviewed and considered the written documents submitted to me by the parties, each represented by counsel, I hereby AWARD as follows:

I. PROCEDURAL HISTORY

Claimant filed a petition for class action alleging Respondent assessed the class members unauthorized and illegal fees on their cellular phone bills. The Parties attended the Preliminary Hearing in this matter and mutually agreed to a pleading and briefing schedule, modified as set forth in subsequent party correspondence and orders. Claimant chose to amend her claim to proceed as an individual rather than as part of a class action. The amended claim consists of three counts: Breach of contract, breach of implied covenant of fair dealing, and violation of the Florida Deceptive and Unfair Trade Practices Act. It seeks an indeterminate sum described as “damages up to \$10,000”.

Respondent timely filed its Initial Brief and supporting argument, sworn statements, exhibits, and copies of case law. Claimant did not file her Initial Brief, prompting Respondent to file a dispositive motion for Claimant’s failure to make her case. Claimant stated she would respond that evening but did not. Upon additional query by the American Arbitration Association the next day, Claimant filed an opposition to Respondent’s dispositive motion but still did not file an Initial Brief or otherwise address this obligation. Nonetheless, the Arbitrator denied Respondent’s dispositive motion and accepted Claimant’s response to the motion as her Initial Brief.

Response Briefs in this matter were due May 1, 2023. Respondent timely filed its Response Brief with supporting case law. Claimant failed to file a Response Brief.

II. FINDINGS

The Arbitrator’s March 2, 2023 Order provides as follows:

The Submissions shall be thorough presentations of Party claims, defenses, and requested remedies; the elements of each; and the legal authority for each. All factual assertions shall be made by

affidavit or sworn statement. The Submissions shall include legal argument and briefing as well as copies of any case law supporting claims or defenses.

Claimant has submitted no evidence for the Arbitrator to consider, nor has she set forth the composition of the damages she seeks. Respondent has addressed Claimant's general allegations with competent evidence, including sworn statements and business records. These submissions establish Respondent has not breached the contract or the implied covenant of good faith and fair dealing nor violated Florida's Deceptive and Unfair Trade Practices Act.

III. RULING

Based on the foregoing, the Arbitrator finds in favor of the Respondent.

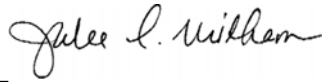
The Arbitrator is vested with the authority to determine entitlement to attorneys' fees, but such fees are not contractual. In its contract and its pleadings, Respondent asks only for fees as the law permits and has not requested or established a basis for such relief in its Submissions. Thus, each Party shall bear its own attorneys' fees

The administrative fees of the American Arbitration Association totaling \$1700.00 shall be borne as incurred, and the compensation of the arbitrator totaling \$1500.00 shall be borne as incurred.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

5/3/2023

Date



Julee L. Milham, Arbitrator

Attachment H

IN THE AMERICAN ARBITRATION ASSOCIATION

SUSAN RAMSEY,

Claimant,

v.

CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS,

Respondent.

AAA Case No. 01-22-0004-3817

INTERIM AWARD

I, Caryn Canner Schwartz, the undersigned Arbitrator, having been designated in accordance with the arbitration agreement entered into by Claimant, Susan Ramsey (“Claimant” or “Ms. Ramsey”) and Respondent, Cellco Partnership d/b/a Verizon Wireless (“Verizon”), and having been duly sworn, and oral hearings having been waived in accordance with Rule 29 of the AAA’s Consumer Rules, and having fully reviewed and considered the written documents filed and submitted to me by the parties, each represented by counsel, for the reasons set forth below do hereby find in favor of Verizon on all counts and AWARD as follows:

PROCEDURAL HISTORY

Claimant filed against Verizon a Class Action Petition alleging that Verizon breached the parties’ contract, breached the duty of good faith and fair dealing, and violated the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) by assessing its customers an Administrative Charge that Claimant argues was either not disclosed or insufficiently disclosed. On June 9, 2023, I granted Verizon’s motion to strike Claimant’s class allegations and denied Verizon’s dispositive motion. On September 29, 2023, Claimant filed her Trial Brief. Claimant submitted no evidence for the Arbitrator to consider, however, the Arbitrator referred to all Exhibits submitted by Respondent while reviewing Claimant’s Trial Brief. The Arbitrator also notes that in Claimant’s Trial Brief, Claimant did not set forth the composition of the damages she seeks. On October 27, 2023, Verizon filed its Response in Opposition to Claimant’s Trial Brief, accompanying exhibits, and index of authorities. The parties agreed that there would be no submission of a reply or surreply.

FINDINGS OF FACT

Ms. Ramsey has been a Verizon postpaid wireless-plan customer since at least 2006 and remains one today. As reflected in the Exhibits filed by Respondent in support of its Response in Opposition to Claimant’s Trial Brief, between November 2016 and May 2017, Ms. Ramsey’s contractual relationship with Verizon was governed by the My Verizon Wireless Customer Agreement dated November 2016. In Claimant’s Petition, Claimant states, “Verizon’s Wireless Customer Agreement (“Agreement” and Exhibit 1) contains a valid and binding arbitration agreement that requires any dispute, claim, or controversy to be brought in arbitration and administered by the American Arbitration Association.” That Agreement is dated October 20, 2021. In addition, based upon the Affidavit of Joseph Ninete and all Exhibits submitted by Verizon in support of its Response in Opposition to Claimant’s Trial Brief (“Verizon’s Exhibits”), those agreements, like every version of the My Verizon Wireless Customer Agreement applicable subsequent to the November, 2016 My Verizon Wireless Customer Agreement, expressly disclosed that Verizon sets and keeps the Administrative Charge:

What charges are set by Verizon Wireless?

For Postpay Service, our charges include Federal Universal Service, Regulatory and Administrative Charges, and we may also include other charges related to our governmental costs. *We set these charges; they aren’t taxes, they aren’t required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts and what they pay for may change.*

Ms. Ramsey agreed to the terms of the November 2016 Customer Agreement by continuing to use her Verizon wireless service when the agreement went into effect:

Can Verizon Wireless change this Agreement or my Service?

We may change prices or any other term of your Service or this agreement at any time, but we’ll provide notice first, including written notice if you have Postpay Service. *If you use your Service after the change takes effect, that means you’re accepting the change.* [Emphasis added]. If you’re a Postpay customer and a change to your Plan or this agreement has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee if we fail to negate the change after you notify us of your objection to it.

Further, as reflected in Verizon’s Exhibits, on February 9, 2017, Ms. Ramsey received and signed a receipt outlining the terms of her Verizon wireless service, wherein she reaffirmed her agreement to the terms of

the November 2016 Customer Agreement. That receipt also explicitly set forth the amount of the Administrative Charge and that it would be assessed on a monthly, per line basis:

Taxes & surcharges apply and may vary. Federal Universal Service Charge of 16.70% of interstate & int'l telecom charges (varies quarterly based on FCC rate), a \$0.21 Regulatory & ***a \$1.23 Administrative Charge per line/month are our charges, not taxes.***

In addition, Ms. Ramsey confirmed by signing the receipt that she was “aware that [she] can view the Customer Agreement at any time at verizonwireless.com or in [her] Verizon account.”

Based upon Verizon’s Exhibits, Ms. Ramsey received and executed various Store Customer Receipts (“SCR”) during the course of her contractual relationship with Verizon, including as recently as July 26, 2022. Via the July 26, 2022 SCR, Ms. Ramsey again reaffirmed her agreement to the terms of the current My Verizon Wireless Customer Agreement. That SCR also disclosed the Administrative Charge, its amount, and that it is assessed on a per-line basis. (“Taxes & surcharges can add 9% to 42% to your monthly access and usage charges, including these Verizon Wireless monthly surcharges: Monthly Federal Universal Service Charge on interstate & international telecom charges (varies quarterly based on FCC rate) 23.8% per line; Regulatory (\$0.16 per voice line; \$0.02 per data-only line); ***Administrative (\$3.30 per voice line; \$0.06 per data-only line)***.” (emphasis added)).

Verizon also disclosed to Ms. Ramsey the Administrative Charge through letters, each monthly bill, and Verizon’s website, which were submitted as Verizon’s Exhibits. For example, on February 12, 2017, Verizon sent Ms. Ramsey a letter disclosing the amount of the Administrative Charge, that said charge is assessed per line on a monthly basis, and that it is a Verizon charge and not a tax:

| | |
|---|-------------------|
| Taxes & surcharges: | |
| Monthly Regulatory Charge | 21 ¢ per device |
| Monthly Administrative Charge | \$1.23 per device |
| Monthly Federal Universal Service Charge on interstate & international telecom charges (<i>varies quarterly based on FCC rate</i>) | 16.7% per device |
| Note: | |
| Federal Universal Service, Regulatory and Administrative Charges are Verizon Wireless charges, not taxes. Taxes and Verizon Wireless surcharges may add between 7% to 46% of your monthly bill. | |

Verizon sent similar letters to Ms. Ramsey on multiple occasions, including on June 7, 2017 and August 16, 2017. Both letters disclosed the amount of the Administrative Charge, that said charge is assessed per line on a monthly basis, and that it is a Verizon charge and not a tax.

Verizon further disclosed the amount, purpose, and makeup of the Administrative Charge to Ms. Ramsey in each monthly bill. For example, Ms. Ramsey’s August 3, 2019 bill contained the following explanation of the Administrative Charge and other Verizon surcharges:

Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

Ms. Ramsey's August 3, 2020 bill contained the same explanation:

Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

As reflected in Verizon's Exhibits, the three times that Verizon—consistent with its rights under the parties' agreements—increased the amount of the Administrative Charge since May 2017, Verizon provided to Ms. Ramsey written notice thereof before the increase went into effect.

Following receipt of the My Verizon Wireless Customer Agreements, numerous monthly bills, letters, and all of the above notices, Ms. Ramsey continued to use her service and remains a Verizon customer to this date.

LEGAL ANALYSIS

Each of Ms. Ramsey's three claims fail as they have not been supported with any evidence, are contradicted by Verizon's evidence, and fail under applicable law. The evidence shows that at all times Verizon performed in accordance with the express terms of the My Verizon Wireless Customer

Agreements, which Ms. Ramsey admits are valid and enforceable. Verizon’s Administrative Charge is unambiguously disclosed in those agreements, and Claimant accepted and acknowledged those terms when she entered into the agreements and continued to use her wireless service. Performing in accordance with a valid contract, as Verizon has done, does not constitute the basis for a viable cause of action.

In addition, Ms. Ramsey’s claims fail because, as the evidence shows, Verizon repeatedly disclosed to her the Administrative Charge in other documents, including letters, each monthly bill, various SCRs, and Verizon’s website.

Finally, Ms. Ramsey’s claims fail because they are unsubstantiated. Ms. Ramsey has adduced no evidence in support of her causes of action against Verizon. She has therefore failed to satisfy her burden of proving each element of her claims. *See, e.g., Bell v. Progressive Select Ins. Co.*, 8:22-CV-1054-KKM-TGW, 2023 WL 5940306, at *4 (M.D. Fla. Sept. 13, 2023) (“[The plaintiff] bears the burden to prove, by a preponderance of the evidence, each element of his claims.”).¹

I. Ms. Ramsey Failed to Establish that Verizon Breached the Parties’ Agreement.

A plaintiff seeking to establish a claim for breach of contract under Florida law must show (1) the existence of a contract; (2) a material breach of that contract; and (3) damages resulting from the breach. *See Longo v. Campus Advantage, Inc.*, 588 F. Supp. 3d 1286, 1296 (M.D. Fla. 2022). The parties agree that there was a valid contract. Claimant fails to establish the second and third prongs: she cannot show a material breach and she has not proved damages. Verizon’s conduct, including assessing the Administrative Charge, is consistent with the terms of the applicable My Verizon Wireless Customer Agreements. As such, Claimant’s breach of contract claim fails.

A. Claimant Accepted and is Bound by the Terms of the My Verizon Wireless Customer Agreements—including the Administrative Charge.

Claimant accepted all of the terms contained in her agreements with Verizon—including the terms related to the Administrative Charge. *See, e.g., Sarasota Cnty. v. Taylor Woodrow Homes Ltd.*, 652 So. 2d 1247, 1250 (Fla. 2d DCA 1995) (“[A]ny party to a valid contract . . . can be expected to abide by the

¹ *See also Money Mgmt. Services, Inc. v. Porraro*, 160 Fed. App’x. 846, 847 (11th Cir. 2005) (holding there was no breach of contract where plaintiff failed to adduce evidence of one element of claim); *White Const. Co. v. Martin Marietta Materials, Inc.*, 633 F. Supp. 2d 1302, 1331 (M.D. Fla. 2009) (holding there was no breach of the implied duty of good faith and fair dealing where plaintiff provided no evidence to support claim); *Casa Dimitri Corp. v. Invicta Watch Co. of Am.*, 270 F. Supp. 3d 1340, 1353 (S.D. Fla. 2017) (FDUTPA claim failed where plaintiffs “ha[d] not adduced any evidence supporting [their] allegations”).

terms of the contract, especially if it executed the agreement without protest . . . and has accepted the benefits of that contract.”).

Ms. Ramsey agreed to the terms of the November 2016 Customer Agreement by continuing to use her Verizon wireless service when the agreement went into effect:

Can Verizon Wireless change this Agreement or my Service?

We may change prices or any other term of your Service or this agreement at any time, but we’ll provide notice first, including written notice if you have Postpay Service. *If you use your Service after the change takes effect, that means you’re accepting the change.* If you’re a Postpay customer and a change to your Plan or this agreement has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee if we fail to negate the change after you notify us of your objection to it.

That agreement, like every version of the My Verizon Wireless Customer Agreement applicable thereafter, expressly disclosed that Verizon sets and keeps the Administrative Charge:

What charges are set by Verizon Wireless?

For Postpay Service, our charges include Federal Universal Service, Regulatory and Administrative Charges, and we may also include other charges related to our governmental costs. *We set these charges; they aren’t taxes, they aren’t required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts and what they pay for may change.*

Ms. Ramsey further reaffirmed her agreement to the terms of the November 2016 Customer Agreement by signing the SCR dated February 9, 2017. Claimant is therefore bound by these terms.

It is well-established in Florida that a customer is presumed to have read and understood the contents of a contract upon execution. *Bill Heard Chevrolet Corp., Orlando v. Wilson*, 877 So. 2d 15, 18 (Fla. 5th DCA 2004) (“A party has a duty to learn and know the contents of a proposed contract before he signs and delivers it and is presumed to know and understand its contents, terms and conditions.” (citing *Sabin v. Lowe’s*, 404 So. 2d 772 (Fla. 5th DCA 1981)); *see also High v. Sawgrass Ford, Inc.*, No. CV 14-62883, 2015 WL 13595154, at *1 (S.D. Fla. Apr. 24, 2015) (“[A] person signing a contract ‘has a duty to learn and know’ the terms of the contract before agreeing to it. This duty is so significant that even if a person signs a contract without reading it, he or she is bound by its terms and conditions.” Here, Ms. Ramsey expressly stated she “agree[d] to the current Verizon Wireless Customer Agreement . . . which [she] ha[d] had the opportunity to review.” Both the November 2016 Customer Agreement and the SCR

disclosed the Administrative Charge, and Claimant agreed that Verizon could assess the Administrative Charge when she agreed to those terms.

Ms. Ramsey argues that the Administrative Charge is a “hidden fee” that is misrepresented in Verizon’s disclosures as a pass-through or government charge. That argument is not supported by the evidence.

First, the Administrative Charge is not a “hidden fee.” As discussed above, the My Verizon Wireless Customer Agreements explicitly state that Verizon assesses an Administrative Charge. Verizon further disclosed the Administrative Charge via SCRs, letters, each monthly bill, and Verizon’s website. Each of these documents clearly and expressly discloses Administrative Charge. All are reflected in Exhibits submitted by Respondent.

Second, Verizon’s disclosures explicitly state that the Administrative Charge is not a government fee or tax. Each My Verizon Wireless Customer Agreement expressly states that Verizon “set[s] these charges; *they aren’t taxes, they aren’t required by law . . .*” (emphasis added). So, too, do the disclosures available on Verizon’s website printout of <https://www.verizon.com/support/surcharges>, Jan. 21, 2021, which states, in pertinent part, “Please note that *these are Verizon Wireless charges, not taxes.*” (emphasis added) as does the printout of <https://www.verizon.com/support/surcharges>, May 27, 2022). Each of Ms. Ramsey’s monthly bills clearly (i) disclosed the Administrative Charge as a line item, (ii) described the charge, and (iii) distinguished between the Administrative Charge and government-related charges or taxes.

In sum, Verizon disclosed an Administrative Charge in the agreements governing the parties’ relationship, and Claimant willingly accepted and is bound by those terms.

B. Verizon Performed in Accordance with the Terms of the My Verizon Wireless Customer Agreements.

A breach of contract occurs when the defendant fails to do something required of it by the contract—whether that is to act or refrain from acting. *See, e.g., JF & LN, LLC v. Royal Oldsmobile-GMC Trucks Co.*, 292 So. 3d 500, 509 (Fla. 2d DCA 2020) (a material breach occurs when “the defendant *‘failed to do something essential which the contract required [the defendant] to do[.]’*” (emphasis added)); *see also Beefy Trail, Inc. v. Beefy King Int’l, Inc.*, 267 So. 2d 853, 857 (Fla. 4th DCA 1972) (“To constitute a vital or material breach a defendant’s *nonperformance* must be such as to go to the essence

of the contract [.]” (emphasis added)). Verizon’s conduct, including assessing the Administrative Charge, is consistent with the express terms of its agreements with Ms. Ramsey. As such, there can be no breach.

Moreover, under Florida law, where an administrative fee is unambiguously disclosed in a contract and collected in accordance with that contract, there can be no breach as a matter of law. *Vision Constr. Ent Inc v. Argos Ready Mix LLC*, No. 3:15cv534-MCR-HTC, 2019 WL 11075886, at *8 (N.D. Fla. Nov. 7, 2019) (citing *Maor v. Dollar Thrifty Auto. Grp., Inc.*, 303 F. Supp. 3d 1320, 1324 (S.D. Fla. 2017)). Verizon assessed an Administrative Charge that was explicitly disclosed in the agreements to which Ms. Ramsey agreed. Under these facts, there can be no breach. *See, e.g., Maor v. Dollar Thrifty Auto. Grp., Inc.*, No. 15-22959-CIV, 2018 WL 4698512, at *5 (S.D. Fla. Sept. 30, 2018) (“Even under the facts alleged by plaintiffs, [defendant] fully disclosed and explained the toll fee provision to which plaintiffs voluntarily agreed. [Defendant’s] conduct was strictly compliant with the terms of the contract, and there was no breach.” (citing *Sallee v. Dollar Thrifty Automotive Grp., Inc.*, No. 14-cv-250, 2015 WL 1281518, at *6 (N.D. Okla. Mar. 20, 2015))); *Salling v. Budget Rent-A-Car*, No. 09-2160, 2010 WL 2803081, at *6 (N.D. Ohio July 14, 2010) (“Because the only reasonable interpretation of the rental contract permits the EZFUEL automatic charge to [the] 64-mile rental, the [d]efendants have not breached the agreement and this Court must grant judgment for the [d]efendants.”).

Claimant’s breach of contract claim also fails because Ms. Ramsey has failed to adduce any evidence establishing causation or damages. *See, e.g., Bell v. Progressive Select Ins. Co.*, 8:22-CV-1054-KKM-TGW, 2023 WL 5940306, at *4 (M.D. Fla. Sept. 13, 2023) (“[The plaintiff] bears the burden to prove, by a preponderance of the evidence, each element of his claims.”; *Imperial Dental Products, Ltd., Inc. v. Sabra Dental Products, Inc.*, 464 So. 2d 197, 197 (Fla. 3d DCA 1985) (reversing final judgment awarding damages for breach of contract where “th[e] record is devoid of any evidence which establishes a causal connection between the acts complained of and any resulting damage”). Ms. Ramsey’s claim is also barred by the voluntary payment doctrine, discussed in Section IV below.

Verizon acted in accordance with its agreements with Ms. Ramsey in assessing the Administrative Charge. Performance in accordance with the terms of a contract cannot be a breach. As such, Claimant’s breach of contract claim fails.

II. Because There is No Breach of Contract, Ms. Ramsey Cannot Establish that Verizon Breached the Implied Covenant of Good Faith and Fair Dealing.

Under Florida law, “an action for the implied covenant of good faith and fair dealing cannot be maintained in the absence of breach of an express contract provision.” *Burger King Corp. v. Weaver*, 169

F.3d 1310, 1316 (11th Cir. 1999). As set out above, Verizon has performed in accordance with the express terms of the My Verizon Wireless Customer Agreements in assessing the Administrative Charge. Because this conduct cannot constitute a breach of contract, Ms. Ramsey cannot sustain a claim for breach of the implied covenant of good faith and fair dealing.

The implied covenant of good faith and fair dealing is implied in every contract under Florida law. *See, e.g., County of Brevard v. Miorelli Eng'g, Inc.*, 703 So. 2d 1049, 1050 (Fla. 1997); *Burger King*, at 1316. However, the rights conferred by the implied covenant are limited. *See, e.g., Burger King*, at 1316. A crucial limitation of these rights is that the implied obligation of good faith “cannot be used to vary the terms of an express contract.” (citing *City of Riviera Beach v. John's Towing*, 691 So. 2d 519, 521 (Fla. 4th DCA 1997)). Not only can the implied covenant not vary the express terms of a contract, it also cannot survive absent a breach of those express terms. *See Burger King*, at 1316 (applying Florida law and holding that “an action for breach of the implied covenant of good faith cannot be maintained in the absence of breach of an express contract provision” (citing *Hospital Corp. of America v. Florida Med. Ctr., Inc.*, 710 So. 2d 573, 575 (Fla. 4th DCA 1998))).

Claimant has not demonstrated that that Verizon breached the implied covenant of good faith and fair dealing. Indeed, she has adduced no evidence to establish the elements of this claim. *See, e.g., Bell*, 2023 WL 5940306, at *4 (“[The plaintiff] bears the burden to prove, by a preponderance of the evidence, each element of his claims.”; *Martin Marietta Materials*, 633 F. Supp. 2d at 1331 (holding there was no breach of the implied duty of good faith and fair dealing where plaintiff provided no evidence to support claim). Moreover, Verizon’s agreements with Ms. Ramsey expressly gave Verizon the right to assess the Administrative Charge and explicitly disclosed that “***the charges are not taxes, required by law, or necessarily related to anything the government does.***” Despite this explicit language, Ms. Ramsey argues that “Verizon exceeded the bounds of reasonableness in charging the administrative fees at issue.” This unsupported assertion cannot be maintained in light of Verizon’s evidence that shows repeated express disclosures. And to the extent that Ms. Ramsey argues that Verizon “fail[ed] to demonstrate that the administrative charge covers any actual fees incurred,” Ms. Ramsey points to no contract provision or authority requiring Verizon to do so. And, in any event, Verizon explicitly disclosed that “***the charges are not taxes, required by law, or necessarily related to anything the government does.***” Therefore, Ms. Ramsey’s claim for breach of the duty of good faith and fair dealing also fails.

III. Ms. Ramsey Failed to Establish that Verizon Violated FDUTPA.

A FDUTPA claim requires (1) a deceptive act or unfair practice; (2) causation; and (3) actual damages. *Rollins, Inc. v. Butland*, 951 So. 2d 860, 869 (Fla. 2d DCA 2006). Here, Claimant cannot establish the first element—that Verizon’s Administrative Charges were deceptive or unfair. The undisputed evidence shows that Verizon disclosed the Administrative Charge, including that the Administrative Charge is “kept by [Verizon] in whole or in part” and that the amount and purpose of the Administrative Charge could change. In addition, Claimant has adduced no evidence proving causation and damages. As such, Claimant’s FDUTPA fails. *See Casa Dimitri*, 270 F. Supp. 3d at 1353 (FDUTPA claim failed where plaintiffs “ha[d] not adduced any evidence supporting [their] allegations”).

A. Verizon’s Performance of a Contract Term Cannot Constitute a Deceptive Act.

Performance of a contract cannot constitute a deceptive act or unfair practice. *Circeo-Loudon v. Green Tree Servicing, LLC*, No. 14-CIV-21384, 2015 WL 1914798, at *4 (S.D. Fla. Apr. 27, 2015) (“[T]he performance of a contract in accordance with the terms of the agreement cannot constitute an unfair or deceptive act.”); *see also, Indulgence Yacht Charters, Ltd. v. Ardell Inc.*, No. 08-60739, 2008 WL 4346749, at *7 (S.D. Fla. Sept. 16, 2008) (“Courts routinely dismiss FDUTPA claims where those claims are directly and fully rebutted by express evidence in a governing written contract.”). As discussed above, the Administrative Charge was expressly disclosed in the terms of the My Verizon Wireless Customer Agreements, and Verizon acted in accordance with those terms in assessing it.

Courts have also routinely held that a surcharge or administrative fee expressly contemplated within the contract’s terms is not a violation of the FDUTPA. *See, e.g., Berry v. Budget Rent A Car Sys., Inc.*, 497 F. Supp. 2d 1361, 1367 (S.D. Fla. 2007). In *Berry*, the plaintiffs alleged that Budget’s practice of adding a \$3.00 per day cost recovery fee (“CRF”) to customers’ daily rental rates violated multiple state consumer protection statutes, including FDUTPA. In granting Budget’s Motion to Dismiss for Failure to State a Claim, the Southern District of Florida found that the fee had been clearly disclosed at the time of the rental and did not constitute an unfair or deceptive act, holding:

The simple fact of the CRF, and its itemization as a separate charge, is not unfair or deceptive because it was clearly disclosed at the time of the rental, and Plaintiff has provided no case law to indicate the contrary. In fact, Defendant cites cases from California and Washington where courts affirmed that the simple itemization of a fee, charged in addition to the base

rental rate and disclosed to customers, was not a violation of the consumer protection statutes of those states.

(citing *Speyer v. Avis Rent a Car System*, 415 F. Supp. 2d 1090, 1100 (S.D. Cal. 2005); *Robinson v. Avis Rent a Car System*, 106 Wash. App. 104, 22 P.3d 818, 826 (2001)).

Verizon's Administrative Charge is exactly what the Southern District of Florida agreed is not a FDUTPA violation: a routine fee expressly contemplated within the terms of the parties' agreements. Verizon has (1) disclosed and defined the Administrative Charge in the My Verizon Wireless Customer Agreements; (2) explicitly stated that these charges are not government-based; (3) alerted customers—including Claimant—that the amount of the Administrative Charge may change; and (4) provided a URL for customers to learn even more about the Administrative Charge and other surcharges. Accordingly, Claimant cannot prevail on her FDUTPA claim.

Ms. Ramsey alleges that Verizon's assessment of the Administrative Charge violates FDUTPA because (1) the charge is a "hidden fee"; (2) the customer agreements and bills misrepresent the Administrative Charge as a "government" or "regulatory-mandated" tax or fee; (3) the Administrative Charge is a "pass-through" charge; (4) the amount and purpose of the Administrative Charge are insufficiently disclosed; and (5) "there was no applicable language for customers to read to understand the charges." Thus, Ms. Ramsey argues, "Claimant could not knowingly make a determination to opt-out of the charges or decline to enter into the agreement altogether." All five of Ms. Ramsey's assertions are directly contradicted by the terms of Verizon's agreements with Ms. Ramsey and the overwhelming evidence.

First, as discussed above, the Administrative Charge is not a "hidden fee." As Ms. Ramsey herself concedes, the My Verizon Wireless Customer Agreements explicitly state that Verizon assesses an Administrative Charge. The agreements also contain a link to Verizon's website for additional information regarding the charge. In addition, Ms. Ramsey received from Verizon repeated and detailed disclosures of the Administrative Charge via SCRs, letters, and each monthly bill. These documents clearly and expressly set forth the amount and the terms governing Verizon's assessment of the Administrative Charge.

Second, Verizon's disclosures explicitly state that the Administrative Charge is not a government or regulatory fee or tax. For example, the My Verizon Wireless Customer Agreements expressly state that Verizon "set[s] these charges; *they aren't taxes, they aren't required by law*" and Verizon "*ke[eps] them in whole or in part.*" So too do the website disclosures linked to and cited in the customer

agreements. And each of Ms. Ramsey's monthly bills clearly (i) disclosed the Administrative Charge as a line item, (ii) described the charge, and (iii) distinguished between the Administrative Charge and government-related charges or taxes.

Third, the Administrative Charge is not purported to be a pass-through charge. Ms. Ramsey's agreements with Verizon specifically state that Verizon "set[s] these charges; they aren't taxes, they aren't required by law, they are not necessarily related to anything the government does . . ." And the agreements unambiguously state that Verizon keeps the Administrative Charge "in whole or in part." Ms. Ramsey has not proved deception.

Fourth, as it relates to the purpose and amount of the Administrative Charge, Verizon has provided detailed descriptions of that charge in the agreements, Ms. Ramsey's monthly bills, SCRs, letters, and on Verizon's website. The agreements unequivocally informed Ms. Ramsey that the amount and purpose of the Administrative Charge may change over time. Further, Verizon disclosed the amount of the charge to Claimant each month of her Verizon wireless service through her monthly bills and via various letters. Those disclosures have continued throughout Claimant's time as a Verizon customer.

Fifth, Ms. Ramsey's assertion that "there was no language for customers to read to understand the charges" is incorrect. Verizon fully and accurately disclosed the Administrative Charge in the My Verizon Wireless Customer Agreements and via monthly bills, SCRs, letters, and Verizon's website.

Ms. Ramsey has not proved that these charges were not fully disclosed to her, and Verizon's evidence directly contradicts her assertions. As such, Ms. Ramsey's FDUTPA claim fails.

B. Ms. Ramsey Failed to Prove Causation and Damages.

"To establish causation, a plaintiff must show 'how an allegedly deceptive or unfair practice actually resulted in damage.'" *Pinnacle Foods of Ca., LLC v. Popeyes La. Kitchen, Inc.*, No. 21-21555-CIV, 2022 WL 17736190, at *10 (S.D. Fla. Dec. 16, 2022). Here, Ms. Ramsey adduced no evidence of causation or damages. Ms. Ramsey submitted no evidence suggesting that she would have, for example, declined to enter into the My Verizon Wireless Customer Agreements if the Administrative Charge had been, in her view, appropriately disclosed. Claimant never asserts that she read the Agreement's allegedly deceptive description of the Administrative Charge and has thus failed to establish the necessary causal link between Verizon's disclosures and damages. In other words, Claimant has not submitted any proof sufficient to show that the language of the agreements led her to act in such a way that resulted in damage and she has not submitted any proof sufficient to show the amount of any damage she claims to have suffered.

The overwhelming evidence demonstrates that Ms. Ramsey would *not* have declined to enter into the My Verizon Wireless Customer Agreements regardless of Verizon’s disclosures regarding the Administrative Charge. In July 26, 2022, mere months before she initiated this dispute, Ms. Ramsey again reaffirmed her agreement to the terms of the current My Verizon Wireless Customer Agreement via an SCR. That SCR again disclosed the Administrative Charge, its amount, and that it is assessed on a per-line basis. (“Taxes & surcharges can add 9% to 42% to your monthly access and usage charges, including these Verizon Wireless monthly surcharges: Monthly Federal Universal Service Charge on interstate & international telecom charges (varies quarterly based on FCC rate) 23.8% per line; Regulatory (\$0.16 per voice line; \$0.02 per data-only line); *Administrative (\$3.30 per voice line; \$0.06 per data-only line)*.” (emphasis added)). Ms. Ramsey could have requested to cancel her service, without an early termination fee, within 60 days of this change but she did not.

Ms. Ramsey has also failed to prove that Verizon’s allegedly deceptive description of the Administrative Charge was likely to deceive a consumer acting reasonably in the same circumstances. *Cold Stone Creamery, Inc. v. Lenora Foods I, LLC*, 332 F. App’x 565, 567–68 (11th Cir. 2009) (holding that allegedly deceptive statements, when viewed in light of the circumstances as a whole, did not prove that “the alleged practice was likely to deceive a consumer acting reasonably in the same circumstances”). Verizon disclosed the Administrative Charge in the My Verizon Wireless Customer Agreements and via letters, SCRs, monthly bills, and its website. Given Verizon’s repeated disclosures, a reasonable consumer would not be misled or damaged due to Verizon’s assessment of the Administrative Charge.

In sum, because of Claimant’s failure to prove causation and damages, her FDUTPA claim fails. *See, e.g., Bell*, 2023 WL 5940306, at *4 (“[The plaintiff] bears the burden to prove, by a preponderance of the evidence, each element of his claims.”)

IV. The Voluntary Payment Doctrine Precludes Claimant’s Causes of Action.

Claimant cannot prevail on her breach of contract or FDUTPA claims because she paid Verizon the Administrative Charge knowingly and voluntarily. Her claims are therefore barred by the voluntary payment doctrine, which provides that “where one makes a payment of any sum under a claim of right with knowledge of the facts, such a payment is voluntary and cannot be recovered.” *Ruiz v. Brink’s Home Sec., Inc.*, 777 So. 2d 1062, 1064 (Fla. 2d DCA 2001) (quoting *City of Miami v. Keton*, 115 So. 2d 547, 551 (Fla. 1959)). The theory behind the doctrine is a party seeking to avoid “an unjust demand of payment . . . must do so at the ‘threshold.’” *McDermott v. L.A. Fitness Int’l, LLC*, No. 211CV192FTM36DNF, 2012 WL 13098143, at *5 (M.D. Fla. Mar. 21, 2012).

Here, Verizon repeatedly disclosed to Claimant that she would be assessed an Administrative Charge. Claimant regularly and routinely paid the Administrative Charge on her bills—each of which detailed and explained the charge. Thus, each of Claimant’s payments were made with full knowledge of the facts, and her claims are barred by the voluntary payment doctrine. *See, e.g., Sanchez v. Time Warner, Inc.*, No. 98-211-CIV-T-26A, 1998 WL 834345, at *3 (M.D. Fla. Nov. 4, 1998) (applying voluntary payment where Plaintiff “entered into a contract with Defendant, which obligated her to pay the late payment fee she seeks to recover”).

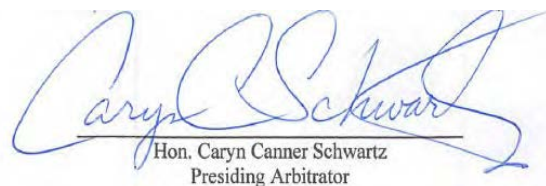
RULING

Considering the arguments of both Claimant and Verizon and all the evidence and authorities submitted, and for the reasons set forth above, the Arbitrator finds in favor of Verizon on each of Ms. Ramsey’s claims for breach of contract, breach of the duty of good faith and fair dealing, and violation of FDUTPA.

This Interim Award is in full settlement of the merits of all claims submitted to this Arbitration, except for the determination of reasonable attorney fees and costs in favor of Verizon, the prevailing party. The Arbitrator retains jurisdiction to address Respondent’s claims for reasonable attorney fees and costs. The procedure for required documents to be submitted, dates of submission regarding attorneys’ fees and costs by the parties, submission of proposed orders for attorneys’ fees and costs and the date by which the Arbitrator must rule on the amount of attorneys’ fees and costs to which Verizon is entitled, shall be discussed at the third supplementary telephonic scheduling conference in this matter which has been set for Friday, December 15, 2023 at 10:00 am (4th scheduling conference) after which a 4th Scheduling Order will be prepared by the Arbitrator. Upon and after such submissions, the matter shall be deemed submitted to the Arbitrator for determination in a Final Award.

This Interim Award shall remain in full force and effect until the Arbitrator renders a Final Award.

SO ORDERED this 29th day of November, 2023.



Hon. Caryn Canner Schwartz
Presiding Arbitrator

Attachment I



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between

Case Number: 01-22-0004-3820

Jennifer Harper, Claimant

-vs-

Cellco Partnership LCC and

Verizon Communications, Inc., Respondents

AWARD OF ARBITRATOR

I, Hon. Charles E. Atwell, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the above-named parties, and having been duly sworn, and oral hearings having been waived in accordance with the Rules, and having fully reviewed and considered the written documents submitted to me by the parties, each represented by counsel, do hereby issue this AWARD as follows:

Effectively, this arbitration began with the Claimant filing a Class Action petition alleging that Verizon had breached its Verizon Wireless Customer Agreement as it relates to Ms. Harper and also requesting class certification. The original filing contemplated a class action claim in arbitration. After consulting with the parties, by agreement, the issue of whether or not a class action would lie in arbitration was briefed as a dispositive motion. The Respondent also moved to dismiss the underlying claim in a traditional motion to dismiss. On July 10, 2023, I granted the motion to strike the class allegations and denied the motion to dismiss. It was then agreed that the case would be submitted on documents those documents were submitted on November 17, 2023. The essence of the individual claim suggests that Verizon in the context of their customer agreement charges and administrative fee that is not appropriately defined and in fact constitutes deceptive practices as prohibited by the Missouri Merchandising Practices Act (MMPA). Further, Claimant suggests that the practice of using this administrative fee constitutes a breach of contract under the theory of good faith and fair dealing. *Farmers' Electrical Cooperation v. Missouri Department of Corrections*, 977 S.W.2d 266, 271 (Mo. banc. 1998); See also, *Stone v. Purina Mills, Inc.* 927 S.W.2d 502 (Mo.App. 1996). Upon review of the submissions made by the parties, the Arbitrator finds that in November of 2016 Ms. Harper began a contractual relationship with Verizon for phone service. The contract she signed defined and disclosed the administrative charge. That same contractual language reserves the right for the provider to increase such an administrative charge. Respondents' submissions also demonstrate that this fee was referenced in a signed Store Customer Receipt (SCR) and appeared on various invoices sent to Ms. Harper. Simply put, the submissions do not necessarily demonstrate a deceptive or fraudulent act. Similarly, there is no evidence to support the violation of the implied covenant of good faith and fair dealing since the contract in question itself references the administrative fees. See *Arbors at Sugar Creek Homeowners Association, Inc. v. Jefferson Bank & Trust Co., Inc.*, 466 S.W.3d 177, 185 (Mo banc. 2015). The submissions and documents provided by Claimant do not demonstrate by a preponderance of the evidence that Respondents breach the contract or was involved in deceptive practices that are actionable under the Missouri Merchandising Practices Act. Therefore, the arbitrator finds in favor of Respondents and against Claimant in the issues advanced in this arbitration. ¹

¹ The Respondents, in its post hearing submissions argued that the Respondent was the wrong party in interest. The arbitrator did not reach that issue and the same is rendered moot by the award that was entered.

The administrative fees of the American Arbitration Association totaling \$2,300 shall be borne as incurred, and the compensation of the arbitrator totaling \$6,500 shall be borne as incurred.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

December 12, 2023

Date

/s/Charles E. Atwell

Hon. Charles E. Atwell, Arbitrator

Attachment J

KATHERINE GRILLO and CHRISTIAN REID, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

RCN TELECOM SERVICES, LLC, et al.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
MERCER COUNTY
LAW DIVISION

DOCKET NO. MER-L-1319-22

CLASS ACTION

**ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND RELATED RELIEF**

THIS MATTER having been brought before the Court upon the motion of DeNittis Osefchen Prince, P.C., and Hattis & Lukacs, counsel for Plaintiffs Katherine Grillo (“Grillo”) and Christian Reid (“Reid”), and together with Grillo, “Plaintiffs”) and the settlement class (“Class Counsel”), for an order pursuant to *Rule 4:32-2(e)(1)*, seeking final approval of a class action settlement, and entry of final judgment dismissing the Complaint, and pursuant to *Rule 4:32-2(h)* awarding attorneys’ fees to Class Counsel and incentive awards to Grillo and Reid (the “Motion”); and

WHEREAS Defendants RCN Telecom Services, LLC, RCN Telecom Services (Lehigh), LLC, RCN Telecom Services of New York, L.P., RCN Telecom Services of Philadelphia, LLC, RCN Telecom Services of Illinois, LLC, RCN Telecom Services of Massachusetts, LLC, Starpower Communications, LLC, and Patriot Media Consulting, LLC (collectively, “Defendants”) having agreed to this class action settlement;

WHEREAS the Court reviewed the submissions of the parties, and held a Fairness Hearing, pursuant to *Rule* 4:32-2(e)(1)(C), on January 26, 2023 (the “Fairness Hearing”), and found that the parties are entitled to the relief they seek; and

The Court having considered the pleadings and other papers on file, the argument of counsel, and for good cause shown;

IT IS on this 26th day of January, 2023, ORDERED that:

1. This action is appropriately treated for settlement purposes as a class action under R. 4:32-1 and R. 4:32-2. The settlement class as defined in the Court’s prior Order of September 13, 2022 is hereby permanently certified because:

- a. the settlement class is so numerous that joinder of all members is impracticable;
- b. there are questions of law or fact common to the settlement class;
- c. the claims or defenses of the representative parties are typical of the claims or defenses of the settlement class;
- d. the representative party will fairly and adequately assert and protect the interests of the settlement class;
- e. the questions of law or fact common to the members of the class predominate over any questions affecting only individual members; and
- f. a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

The Court therefore determines that this action satisfies the prerequisites for class certification set forth in *Rule* 4:32-1(b).

2. The settlement class has been given notice of the proposed class action settlement consistent with the New Jersey Court Rules, in accordance with the Court’s Preliminary Approval Order dated September 13, 2022. Such notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies

the requirements of due process. The notice apprised the members of the settlement class of the pendency of the litigation, of all material elements of the proposed settlement, of the *res judicata* effect on the members of the settlement class, and of their opportunity to opt out of the settlement, to comment on and object to the settlement, and to appear at the Fairness Hearing. Full opportunity has been afforded to the members of the settlement class to participate in the Fairness Hearing.

3. The Settlement Agreement was arrived at as a result of arm's-length negotiations conducted in good faith by counsel for the parties, and is supported by the class representatives and by the majority of the members of the settlement class.

4. The settlement as set forth in the Settlement Agreement is fair, reasonable, and adequate to the members of the Class in light of the complexity, expense, and likely duration of litigation, as to which there are substantial grounds for differences of opinion and the risks involved in establishing liability, damages, and in maintaining the class action as to liability issues through trial and appeal.

5. The promises and commitments of the Parties and the relief provided under the Settlement Agreement constitutes fair value given in exchange for the releases of the Settled Claims against the Released Parties (both as defined in the Settlement Agreement). The following claims are therefore released against Defendants and the other Released Parties:

All claims that were made or could have been made based on the facts alleged in this action arising out of, concerning or related to Defendants' charging of Network Access Maintenance Fee ("NAM fee") and arising prior to the Settlement Effective Date (as defined in the Settlement Agreement), whether known or unknown, and including, but not limited to, any and all manner of legal, equitable, federal, state, administrative, statutory or common law action or causes of action, suits, claims, debts, liabilities, charges, losses, demands, obligations, guarantees, torts, contracts, agreements, promises, liens, damages of any kind (including liquidated damages and punitive damages), restitution, interest,

penalties, attorneys' fees, costs and/or expenses of any kind or nature whatsoever, asserted or unasserted, willful or not willful, intentional or not intentional, fixed or contingent, liquidated or unliquidated, which Plaintiffs, the members of the settlement class and the other Releasing Parties (as defined in the Settlement Agreement) now have or ever had against the Defendants and the other Released Parties, arising out of, concerning or related to Defendants' charging of NAM fees, or any conduct alleged or that could have been alleged in this action arising out of, concerning or related to Defendants' charging of NAM fees.

6. The parties and each settlement class member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

7. It is in the best interests of the Parties and the settlement class members, and consistent with principles of judicial economy, that any dispute between any settlement class member (including any dispute as to whether any person is a settlement class member) and any of the Released Parties (as defined in the Settlement Agreement) which in any way relates to the applicability or scope of the Settlement Agreement or this Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

A. Plaintiff's motion for final approval of the class settlement and related relief is GRANTED.

B. This action is finally certified for settlement purposes as a class action on behalf of a Settlement Class defined as follows:

All current and former RCN customers in the United States who were charged and paid a "Network Access and Maintenance Fee" between November 1, 2017 and September 13, 2022

C. The Court grants final approval to the proposed class action Settlement as set forth in the Settlement Agreement, as agreed to by all parties and counsel and approved by the

Court, which is fair, reasonable, adequate, just, and in the best interests of the settlement class, and the Parties are directed to consummate the Settlement Agreement in accordance with its terms.

D. Pursuant to the settlement, the Complaint and all claims asserted in this action are DISMISSED WITH PREJUDICE. All claims of Plaintiffs and Settlement Class Members who did not request exclusion, which arise from the claims and facts pleaded in the Complaint, are DISMISSED WITH PREJUDICE and deemed released to the extent specified in the Settlement Agreement. This Order does not bind persons who filed timely and valid requests for exclusion. Attached as **Exhibit A** is a list of persons who properly requested to be – and hereby are – excluded from the class Settlement. All members of the settlement class, except those listed on **Exhibit A**, are bound by this Order and by the final judgment to be entered pursuant to this Order.

E. Class counsel's Petition for Fees and Costs is GRANTED. An award of \$3,834,401.72 in attorney's fees and costs to Class counsel is approved and is to be paid in accordance with the terms of the Settlement Agreement.

F. The request for an incentive award of \$15,000.00 to each of the named Plaintiffs, Katherine Grillo and Christian Reid, is approved and is to be paid in accordance with the terms of the Settlement Agreement.


G. This Order, the Settlement Agreement, the Settlement that it reflects, and any and all acts, statements, documents, or proceedings relating to the Settlement are not, and shall not be construed or used as an admission by or against any of the Released Parties of any fault, wrongdoing, or liability on their part, of the validity of any Released Claims, or of the existence or amount of any alleged damages.

H. Without affecting the finality of this Final Approval Order or any judgment issued pursuant to this Final Approval Order in any way, the Court retains jurisdiction over (1) implementation and enforcement of the Settlement Agreement until the parties have performed the required actions thereunder; (2) any other action necessary to conclude this Settlement or to implement the Settlement Agreement; and (3) the enforcement, construction and interpretation of the Agreement.

I. The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Order.

J. This Court hereby enters a Permanent Injunction barring and enjoining Grillo, Reid and all settlement class members, to the extent permissible by existing law, from bringing, filing, commencing, prosecuting (or further prosecuting), maintaining, intervening in, participating in, or receiving any benefits from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding in law or equity that asserts, arises from, concerns, or is in any way related to the Released Claims identified in paragraph five of this Order.

SO ORDERED.



Kay Walcott-Henderson, P.J. Ch

Exhibit A

Grillo v. RCN Telecom Servs., LLC
OPTOUT LIST (AS OF 1/23/23)

1. Herbert Alleman, Silver Spring, Maryland
2. Philip Barden, West Roxbury, Massachusetts
3. Kathleen Beusterien, Washington, DC
4. Emily Buenaventura, Sackville, New Brunswick, Canada
5. Pamela Cielinski, Emmaus, Pennsylvania
6. Gaetano Di Tommaso, Breda, The Netherlands
7. Jean-Marie Grande, Newtown Square, Pennsylvania
8. Joan Hernandez, New York, New York
9. Iliana Hristova, New York, New York
10. Rita Kimmel, Macungie, Pennsylvania
11. Degnan Lawrence, Anchorage, Alaska
12. Janet Lawrence, Cambridge, Massachusetts
13. Estefania Perez Pria Martinez, New York, New York
14. Arthur Masyuk, Chicago, Illinois
15. Max Mazorra, New York, New York
16. Zsuzsa Munkacsi, Falls Church, Virginia
17. Gabor Nagy, Woodside, New York
18. Ryan Nassar, Washington, DC
19. Linda Ozolina, New York, New York
20. Cheryl Phillips, Evanston, Illinois
21. Bernard Reed, Chicago, Illinois
22. Ramona Rodriguez, Flushing, New York
23. RU Marketing Inc. d/b/a AlphaGraphics Framingham, Framingham, Massachusetts
24. Kevin Scherrer, Fountain Hill, Pennsylvania
25. David Sutcliffe, Needham, Massachusetts
26. Dean Trumbauer, Coopersburg, Pennsylvania
27. Diane Waggoner, Whitehall, Pennsylvania
28. Gerald Wood, Wind Gap, Pennsylvania

PURSUANT TO R. 1:6-2(f), THE COURT OFFERS THE FOLLOWING SUPPLEMENTAL STATEMENT OF REASONS IN SUPPORT OF ITS DECISION TO APPROVE CLASS COUNSEL FEES.

Class Counsel seeks approval of the overall settlement, which includes an award of \$3,834,401.72 in attorneys' fees and costs related to this suit. Specifically, Class Counsel seeks an amount not to exceed 33.33% of the maximum total value of the Settlement Fund of \$11,500.00. This application is also unopposed.

In support of this application, counsel submitted Certifications of Services from Stephen P. DeNittis, Esquire; Shane T. Prince, Esquire; Daniel M. Hattis, Esquire; and Joseph A. Osefchen, Esquire, all members of the firms of DeNittis Osefchen Prince, P.C. and Hattis & Lukacs (admitted pro hac vice). Lead Counsel maintains that the proposed award of attorneys' fees and costs was negotiated at arm's length, after substantive relief for the class had already been agreed upon. Lead Counsel also certifies that this is in fact their internal practice: to guarantee that the interest of the class is at the forefront of negotiations and that the issue of attorneys' fees is a secondary consideration. (Class Counsel's Petition, pg. 5).

Moreover, Class Counsel avers that the negotiated fee amount is well within the range routinely awarded in class action matters under state and federal case law. See, Reinhart v. Lucent Techs., Inc. Sec. Litig. 327 F. Supp. 2d 426, 439 (D.N.J. 2004); Camden I Condominium Ass'n v. Dunkle, 946 F.2d 768 (11th Cir. 1991). Additionally, Class Counsel asks that this court consider that the negotiated settlement with RCN includes, "additional value of injunctive relief under which Defendants have agreed to revise RCN's disclosures to better describe the RCN operation companies' billing practices with regard to the NAM fee in conformance with their actual policies and practices going forward, thus mitigating the alleged problem which gave rise to the lawsuit in the first place." Class Counsel argues that consistent with case law, in

particular, Henderson v. Camden Cty. Mun. Util. Auth., this court can and should consider the import of such additional injunctive relief in deciding whether and to what extent a fee application should be granted. 176 N.J. 554, 565-566, 826 A.2d 615 (2003). In relying upon Henderson, counsel avers that courts may award attorneys' fees based upon the total benefit conferred upon the class, including the value of equitable relief.

In applying the relevant case law and equitable principles set forth herein, this court is satisfied that Class Counsel's application for fees and costs must be granted. Counsel's application for 33.33% percent strikes the court as fair and reasonable as it is commensurate with the range of percentages awarded in other similar class action matters. In reaching this conclusion, the court considered that Class Counsel bore all costs of suit, and negotiated the overall Settlement Fund amount of \$11,500,000, which provides that each member would likely recover between 20% to 80% of the "alleged unlawful" fees paid for the relevant period; approximately \$20 to \$159 each, including the incentive award of \$15,000 to each named Plaintiff. Moreover, the court considered the extensive experience of the attorneys who negotiated the settlement, as detailed in their respective Certifications (undisputed). Additionally, as previously stated, this counsel fee award is also part of the negotiated settlement and the application remains essentially unopposed (the court not having received any written opposition even from the lone objector referred to in the record).

Accordingly, the application is granted and the court shall enter the Order Granting Final Approval of the Class Action Settlement and Related Relief on this date for the reasons set forth on the record and herein.

Attachment K

In re Verizon Litigation
TIME SUMMARY REPORT

REPORTING PERIOD: 01/01/21 to Present

Categories

- [1] Investigations, Factual Research
- [2] Client Acquisition/Management
- [3] Pleadings (including arbitration petitions)
- [4] Briefs and Pretrial Motions (including legal research)
- [5] Discovery

- [6] Litigation Strategy and Analysis
- [7] Court/Arbitration Appearances (including Settlement)
- [8] Settlement
- [9] Case Management and Administration
- [10] Appeals

| Firm/Timekeeper | Job Title | [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] | [9] | [10] | Current Hours | Hourly Rate | Current Lodestar |
|----------------------------|------------------|---------------|------------------|------------------|-----------------|-----------------|-----------------|---------------|-----------------|-----------------|-----------------|----------------------|--------------------|-------------------------|
| DENITTIS OSEFCHEN | | | | | | | | | | | | | | |
| STEPHEN DENITTIS | Attorney | 164.80 | 1,682.20 | 155.20 | 178.50 | 100.60 | 348.80 | 193.20 | 228.20 | 295.40 | 176.50 | 3,523.40 | \$650.00 | \$2,290,210.00 |
| JOSEPH OSEFCHEN | Attorney | 115.70 | 1,437.90 | 122.20 | 505.40 | 106.40 | 215.30 | 9.80 | 241.00 | 167.60 | 361.40 | 3,282.70 | \$650.00 | \$2,133,755.00 |
| SHANE PRINCE | Attorney | 141.00 | 1,735.10 | 384.20 | 138.90 | 157.90 | 235.70 | 12.40 | 239.20 | 171.30 | 141.80 | 3,357.50 | \$650.00 | \$2,182,375.00 |
| JOSEPH D'AVERSA | Attorney | 0.00 | 1,294.70 | 0.00 | 0.00 | 301.00 | 0.00 | 0.00 | 0.00 | 38.80 | 0.00 | 1,634.50 | \$625.00 | \$1,021,562.50 |
| CHARLES GALVIN | Attorney | 0.00 | 1,125.30 | 0.00 | 0.00 | 291.20 | 0.00 | 0.00 | 0.00 | 19.40 | 0.00 | 1,435.90 | \$625.00 | \$897,437.50 |
| DAWN FARLEY | Paralegal | 29.40 | 940.90 | 19.30 | 37.30 | 12.30 | 0.00 | 0.00 | 70.40 | 112.90 | 0.00 | 1,222.50 | \$150.00 | \$183,375.00 |
| JESSICA BIANCHI | Paralegal | 15.40 | 947.20 | 26.80 | 65.80 | 15.80 | 0.00 | 0.00 | 112.30 | 208.70 | 48.30 | 1,440.30 | \$150.00 | \$216,045.00 |
| SUZAN LEONARD | Paralegal | 0.00 | 670.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 87.40 | 48.60 | 0.00 | 806.10 | \$150.00 | \$120,915.00 |
| HATTIS & LUKACS | | | | | | | | | | | | | | |
| DAN HATTIS | Attorney | 283.80 | 2,445.30 | 189.70 | 137.30 | 91.50 | 335.30 | 160.70 | 147.70 | 157.40 | 197.90 | 4,146.60 | \$750.00 | \$3,109,950.00 |
| PAUL KARL LUKACS | Attorney | 24.60 | 725.40 | 203.00 | 675.50 | 60.80 | 122.00 | 38.30 | 29.20 | 42.70 | 508.30 | 2,429.80 | \$750.00 | \$1,822,350.00 |
| CHE CORRINGTON | Attorney | 129.30 | 2,160.00 | 278.10 | 315.40 | 115.90 | 221.50 | 5.90 | 33.70 | 18.30 | 321.40 | 3,599.50 | \$525.00 | \$1,889,737.50 |
| EVGENIYA HATTIS | Law Clerk | 43.70 | 1,042.20 | 0.00 | 0.00 | 33.60 | 0.00 | 0.00 | 0.00 | 76.40 | 0.00 | 1,195.90 | \$150.00 | \$179,385.00 |
| ELI NALEBUFF | Law Clerk | 32.60 | 1,074.00 | 162.90 | 29.20 | 12.40 | 0.00 | 0.00 | 0.00 | 7.50 | 27.30 | 1,345.90 | \$150.00 | \$201,885.00 |
| CRIDEN & LOVE | | | | | | | | | | | | | | |
| MICHAEL CRIDEN | Attorney | 0.00 | 445.80 | 0.00 | 0.00 | 0.00 | 37.80 | 0.00 | 10.40 | 33.50 | 0.00 | 527.50 | \$650.00 | \$342,875.00 |
| LINDSEY GROSSMAN | Attorney | 0.00 | 649.80 | 4.70 | 0.00 | 140.50 | 22.90 | 0.00 | 2.90 | 32.20 | 0.00 | 853.00 | \$625.00 | \$533,125.00 |
| TOTALS: | | 980.30 | 18,375.90 | 15,461.10 | 2,083.30 | 1,439.90 | 1,539.30 | 420.30 | 1,202.40 | 1,430.70 | 1,782.90 | 30,801.10 | | \$17,124,982.50 |

IN RE: Verizon Litigation

REPORTING PERIOD: 01/01/21 to Present

| DESCRIPTION | DeNITTIS FIRM EXPENSES | HATTIS & LUKACS EXPENSES | CRIDEN & LOVE EXPENSES | TOTAL ALL FIRMS EXPENSES |
|--|-------------------------------|-------------------------------------|-----------------------------------|---------------------------------|
| Travel (air fare, ground travel, meals, lodging, etc.) | \$4,294.21 | \$5,578.05 | \$6,371.09 | \$16,243.35 |
| Postage/Express Delivery/Messenger | \$87.47 | \$167.59 | \$0.00 | \$255.06 |
| Professional Fees (expert, consultant, investigator, etc.) | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Court Fees (filing, etc.) | \$2,781.00 | \$1,057.87 | \$0.00 | \$3,838.87 |
| Arbitration Fees (filing, etc.) | \$61,200.00 | \$61,200.00 | \$0.00 | \$122,400.00 |
| Court Reporters/Transcripts | \$0.00 | \$108.05 | \$0.00 | \$108.05 |
| Service Fees (service of complaint) | \$404.00 | \$210.00 | \$0.00 | \$614.00 |
| Mediation | \$15,475.00 | \$0.00 | \$0.00 | \$15,475.00 |
| Discovery Fees (eDiscovery) | \$2,995.79 | \$0.00 | \$0.00 | \$2,995.79 |
| Factual Research | \$6.25 | \$130.25 | \$0.00 | \$136.50 |
| Legal Research | \$0.00 | \$0.00 | \$1,361.81 | \$1,361.81 |
| EXPENSES PER FIRM | \$87,243.72 | \$68,451.81 | \$7,732.90 | |
| TOTAL EXPENSES ALL FIRMS | | | | \$163,428.43 |

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*** Admitted Pro Hac Vice**

Attorneys for Plaintiffs and the Certified Class

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SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
LAW DIVISION

DOCKET NO. MID-L-6360-23

BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSIA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

CERTIFICATION OF JOSEPH A. OSEFCHEN, ESQUIRE IN SUPPORT OF PROPOSED CLASS SETTLEMENT AND FEE PETITION

I, Joseph A. Osefchen, being duly sworn on oath, deposes and states:

1. I am an attorney at law and a shareholder at DeNittis Osefchen Prince, P.C. I am fully knowledgeable regarding this matter.
2. I have performed 3,282.7 hours of work on this matter.
3. This work included, inter alia, factual and legal research into the claims and defenses, reviewing records relating to the claims, performing factual investigation, drafting multiple complaints, drafting discovery requests, and drafting various motions, responses, and/or replies thereto. I also have drafted multiple appellate briefs, have reviewed thousands of pages of documents, and have spoken with hundreds of class members.

4. Since entering private practice 29 years ago, my practice has been focused almost exclusively on class actions.

5. To date, I have participated in over 200 certified class actions in state and federal court. Such class actions, include, but are not limited to, the following cases:

Viggiano v. Surety Title Co., LLC, No. CAM-L-3155-22 (Super. Ct. Camden Co., N.J. (consumer fraud class action); Seale, et al. v. Altice USA, Inc., et al., No. MER-L-618-23 (Super. Ct. Mercer Co., N.J.) (consumer fraud class action); Robey v. Trusted Settlement Services, LLC, No. GLO-L-283-22 (Super. Ct. Gloucester Co., N.J.) (consumer fraud class action); DeMarco v. Atlanticare Health Services, Inc., No. ATL-L-829-22 (Super. Ct. Atlantic Co., N.J.) (consumer fraud class action); Bratton v. Mavis Tire Supply, LLC, No. BUR-L-1085-21 (Super. Ct. Burlington Co., N.J.) (consumer fraud class action); Comisky v. National Integrity LLC, No. CAM-L-626-22 (Super. Ct. Camden Co., N.J.) (consumer fraud class action); Reid v. RCN Telecom Servs., LLC, et al., No. MER-L-315-22 (Super. Ct. Mercer Co., N.J.) (consumer fraud class action); Grillo v. RCN Telecom Services, LLC et al., No. MER-L-1319-22 (Super. Ct. Mercer Co., N.J.) (consumer fraud class action); Salcedo v. HealthPlus Surgery Center, LLC, No. ESX-L-74-19 (Super. Ct. Essex Co., N.J.) (declaratory/injunctive relief class action); Console v. Medical Records Online, Inc., No. CAM-L-2133-18 (Super. Ct. Camden Co., N.J.) (consumer fraud class action); Gill & Chamas, LLC v. MyHealth, LLC, No. MID-L-2110-19 (Super. Ct. Middlesex Co., N.J.) (consumer fraud class action); Gill & Chamas, LLC v. Comprehensive Orthopaedics, P.A., No. MID-L-2021-19 (Super. Ct. Middlesex Co., N.J.) (consumer fraud class action); Pearson v. Camden County, et al., No. CAM-L-2715-19 (Super. Ct. Camden Co., N.J.); Neidle v. Acme Trading Expeditions, LLC, et al., No. CAM-L-3026-18 (Super. Ct. Camden Co., N.J.); Kasher

Law Group LLC v. Ciox Health LLC, Docket No. CAM-L-4719-17; Andrews, et al. v. The Gap Inc., et al., Superior Court of California, County of San Francisco, Case No. CGC-18-567237; Stanley v. Capri Training Ctr., Inc., No. ESX-L-1182-16 (Super. Ct. Essex Co., N.J.); Milstead v. Robert Fiance Beauty Schools, Inc., No. CAM-L-328-16 (Super. Ct. Camden Co., N.J.); Anderson v. Burlington Coat Factory of N.J., LLC, No. CAM-L-2582-17 (Super. Ct. Camden Co., N.J.); Hockfield & Kasher, PA v. Star Med, LLC, No. CAM-L-813-17 (Super. Ct. Camden Co., N.J.); Regis Fitzgerald v. Rizzieri Institute, Inc., et al., No. CAM-L-3646-16 (Super. Ct. Camden Co., N.J.); LMA Legal, LLC v. Record Reproduction Servs., Inc., Docket No. CAM-L-4137-16; Bernetich, Hatzell & Pascu, LLC v. Medical Records Online, Inc., Docket No. CAM-L-1271-15; Ciolino v. Christine Valmay, Inc. et al., Docket No. MOR-L- 2218-15; Green v. Silvertowne, L.P., et al., Civil Action No. 1:15-cv-08703-NLH-AMD (D.C.N.J.); Jones, et al. v. EEG, Inc., et al., Phila. Ct. Comm. Pls. No. 160800812 (August Term, 2016); Krivy v. Jean Madeline Educ. Ctr. of Cosmetology, Inc., Phila. Ct. Comm. Pls. No. 2603, (Feb. Term 2014); Styczinski v. Westminster Mint, et al., Case No. 0:14-cv-00619-SRN-JJG (D. Minn.); Snyder, et al. v. Tim Schaeffer Development Corp., et al., Docket No. CAM-L-864-14; DiStefano v. Legacy Title Agency, Inc., Docket No. GLO-L- 861-14; Priest v. Title Source, Inc., Docket No. CUM-L-578-14; Lide v. Infinity Title Agency, Inc., et al., Docket No. CAM-L-4257-14; Ross v. Berkshire Abstract & Title Agency Inc., Docket No. PAS-L-60-15; Shweky v. Ridgeview Title & Settlements, LLC, Docket No. MON-L-259-15; Anderson v. Redflex Traffic Solutions, et al., Case No. 3:12-cv-5198 (D.N.J.); Telliho v. American Traffic Solutions, et al., Case No. 3:12-cv-4800 (D.N.J.); Long v. NVR, Inc., d/b/a “Ryan Homes”, Docket No. CAM-L-2929-13; Chaudhry v. Sleepy’s LLC, Docket No. BUR-L-3025-12; Moench v. Robertson, 62 F.3d

553 (3rd Cir.1995) (ERISA class action); Mancuso v. Crystal Title Agency, Docket No. MID-L-2990-14 (consumer fraud class action); Espinosa v. MAMCO Property Management and Associations, Inc., 2011 WL 4478558 (D.N.J.2011) (consumer fraud class action); Jones v. Commerce Bancorp. Inc., Civil Action No. 05-cv-05600-RBK-AMD (D.N.J.) (consumer fraud); Carnival, et al. v. WMX, Technologies, et al., Civil Action No. 97-5122 (D.N.J.) (toxic tort/trespass); Arnold, et al. v. Ambassadors International, Inc., et al., Civil Action No. 01-CV-2020 (JEI) (D.N.J.) (consumer fraud); Hawker v. Consovoy, 198 F.R.D. 619 (D.N.J.2001) (class action civil rights); Blasini v. Weichert South Jersey, Inc., Docket Number BUR-L-736-11 (consumer class action); Blasini v. Prudential Fox & Roach, Docket Number BUR-989-11 (consumer class action); Baraldi v. Surety Title, Docket Number BUR- L-3379-11 (consumer class action); Lott v. Swift Transportation Co., Inc., et al., No. 09-cv-02287 BBD (W.D.Tn. 2011) (class action involving CDL testing); Simel v. JP Morgan Chase, No. 05-9750-GBD (S.D.N.Y. 2011); Bernhard, et al. v. TD Bank, N.A., et al., D.N.J. Civil Action No. 08-cv-4392 (D.N.J. 2010) (wage and hour class action); McAlarnen v. Dolan, et al., Civil Action No. 09-cv-1737 (E.D.Pa.) (civil rights class action); Skye v. Maersk Lines, Ltd., et al., Civil Action No. 08-4813 (D.N.J. 2008) (Jones Act class action); Felderstein v. Orleans, Docket Number BUR-L-479-02 (construction defect class action); Melnick v. Orleans, Docket Number BUR-L-152-01 (construction defect class action); Ward and Decker v. York International, et al., Docket Number BUR-L-2693-03 (construction defect); Staub v. Hoeganaes, Docket Number BUR-L-2080-03 (toxic tort/trespass); Blasini v. Weichert South Jersey, Inc., Docket Number BUR-L-736-11 (consumer fraud); and Thomas v. SmithKline Beecham Corp., 201 F.R.D. 386, 396 (E.D. Pa. 2001)

(holding that plaintiffs' counsel in the SmithKline matter, including Joseph A. Osefchen, "have extensive experience litigating class actions").

6. I am co-author of the following publications relating to class actions:

Co-Author: "New Jersey Parts Company with the Federal Courts on Whether to Consider Merits Issues on Class Certification," 43 Rutgers L.J. 59 (2011);

Co-Author: "Leveling the Playing Field in the Garden State: A Guide to New Jersey Class Action Case Law," 37 Rutgers L.J. 399 (2006), cited with approval by the New Jersey Supreme Court in Iliadis v. Walmart Stores, Inc., 191 N.J. 88, 105 (2007);

Co-Author: Interlocutory Class Action Appeals, New Jersey Law Journal, Vol. CLX, No. 3, Index 173, April 17, 2000;

Co-author, "A Plaintiff's Perspective of the New "Ascertainability" Requirement in Federal Class Actions," New Jersey Lawyer Magazine, March 2015.

7. My current hourly rate is \$650 per hour.

8. In the last several years, my historical hourly rates have been approved by courts in the following class actions:

Viggiano v. Surety Title Co., LLC, No. CAM-L-3155-22 (Super. Ct. Camden Co., N.J.) (\$600 per hour);

Robey v. Trusted Settlement Services, LLC, No. GLO-L-283-22 (Super. Ct. Gloucester Co., N.J.) (\$600 per hour);

DeMarco v. Atlanticare Health Services, Inc., No. ATL-L-829-22 (Super. Ct. Atlantic Co., N.J.) (\$600 per hour);

Comisky v. National Integrity LLC, No. CAM-L-626-22 (Super. Ct. Camden Co., N.J.) (\$600 per hour);

Saliu v. Weichert Title Agency, No. CAM-L-1153-21 (Super. Ct. Camden Co., N.J.) (\$550 per hour);

Leone v. Homeserve USA Corp., No. GLO-L-1199-19 (Super. Ct. Gloucester Co., N.J.) (\$550 per hour);

Salcedo v. HealthPlus Surgery Center, LLC, No. ESX-L-74-19 (Super. Ct. Essex Co., N.J.) (\$550 per hour);

Console v. Medical Records Online, Inc., No. CAM-L-2133-18 (Super. Ct. Camden Co., N.J.) (\$550 per hour);

Gill & Chamas, LLC v. MyHealth, LLC, No. MID-L-2110-19 (Super. Ct. Middlesex Co., N.J.) (\$550 per hour);

Gill & Chamas, LLC v. Comprehensive Orthopaedics, P.A., No. MID-L-2021-19 (Super. Ct. Middlesex Co., N.J.) (\$550 per hour);

Pearson v. Camden County, et al., No. CAM-L-2715-19 (Super. Ct. Camden Co., N.J.) (\$550 per hour);

Neidle v. Acme Trading Expeditions, LLC, et al., No. CAM-L-3026-18 (Super. Ct. Camden Co., N.J.) (\$550 per hour);

Kasher Law Group LLC v. Ciox Health LLC, Docket No. CAM-L-4719-17 (\$550 per hour);

Andrews, et al. v. The Gap Inc., et al., Superior Court of California, County of San Francisco, Case No. CGC-18-567237 (\$550 per hour);

Stanley v. Capri Training Ctr., Inc., No. ESX-L-1182-16 (Super. Ct. Essex Co., N.J.) (\$550 per hour);

Milstead v. Robert Fiance Beauty Schools, Inc., No. CAM-L-328-16 (Super. Ct. Camden Co., N.J.) (\$550 per hour);

Anderson v. Burlington Coat Factory of N.J., LLC, No. CAM-L-2582-17 (Super. Ct. Camden Co., N.J.) (\$550 per hour);

Hockfield & Kasher, PA v. Star Med, LLC, No. CAM-L-813-17 (Super. Ct. Camden Co., N.J.) (\$550 per hour);

Regis Fitzgerald v. Rizzieri Institute, Inc., et al., No. CAM-L-3646-16 (Super. Ct. Camden Co., N.J.) (\$550 per hour); and

LMA Legal, LLC v. Record Reproduction Servs., Inc., Docket No. CAM-L-4137-16 (\$550 per hour).

9. I received my Juris Doctor degree from Rutgers University School of Law, with High Honors, in 1992.

10. I was a staff member of the Rutgers Law Journal (the law review of Rutgers University School of Law- Camden), a Ritcher Scholar and the 1992 recipient of the Donald F. D'Agui Memorial Award for Demonstrated Excellence in the Law of Torts.

11. In 1992 and 1993, I served as judicial law clerk to the Honorable James D. Clyne, P.J.Cv., Ocean County Superior Court.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: January 31, 2024

Respectfully submitted,

DeNITTIS OSEFCHEN PRINCE, P.C.



JOSEPH A. OSEFCHEN

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SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
LAW DIVISION

DOCKET NO. MID-L-6360-23

BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

**CERTIFICATION OF SHANE T. PRINCE, ESQUIRE
IN SUPPORT OF UNOPPOSED MOTION FOR FINAL
APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND
PETITION FOR ATTORNEYS' FEES AND COSTS**

I, Shane T. Prince, upon my oath, certify as follows:

1. I am an attorney of the State of New Jersey and the Commonwealth of Pennsylvania.
2. I am a shareholder in the law firm of DeNittis Osefchen Prince, P.C., counsel for plaintiff and the class in the above-captioned case. I am fully knowledgeable regarding this matter.
3. I fully support the proposed settlement in the case at bar, and believe it is fair, reasonable, and adequate, and in the best interest of the class. I also agree with and endorse the statements and arguments (both legal and factual) set forth in the Unopposed Motion for Final

Approval of the Proposed Class Action Settlement, the Unopposed Petition for Attorneys' Fees and Costs, the Unopposed Motion for Incentive Awards for the Class Representatives, and the Certifications of my partners Stephen P. DeNittis, Esq. and Joseph A. Osefchen, Esq.

4. I have performed 3,357.5 hours of work on this matter.

5. My current hourly rate in complex litigation matters is \$650 per hour.

6. I received my Juris Doctor degree from Rutgers University School of Law – Camden, with High Honors, in 2002. At Rutgers, I was a Dean's Merit Scholar, an Articles Editor for the Rutgers Law Journal law review, and a Teaching Assistant.

7. Upon graduation, I joined the law firm of Dechert LLP (then Dechert, Price & Rhoads) in Philadelphia, Pennsylvania, where my practice for the next decade consisted almost exclusively of complex litigation, including class actions and coordinated mass torts.

8. During the majority of my nearly 11 years at Dechert, my hourly rate exceeded \$450. When I left Dechert in 2013 as a Senior Associate, my standard hourly billing rate for all matters was approximately – or in excess of – \$700.

9. I have participated in well over 100 class actions in various federal and state courts, including New Jersey.

10. The class actions in which I have participated include, but are not limited to:

a. New Jersey State Court:

Viggiano v. Surety Title Co., LLC, No. CAM-L-3155-22 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Seale, et al. v. Altice USA, Inc., et al., No. MER-L-618-23 (Super. Ct. Mercer Co., N.J.) (consumer fraud class action);

Robey v. Trusted Settlement Services, LLC, No. GLO-L-283-22 (Super. Ct. Gloucester Co., N.J.) (consumer fraud class action);

DeMarco v. Atlanticare Health Services, Inc., No. ATL-L-829-22 (Super. Ct. Atlantic Co., N.J.) (consumer fraud class action);

Bratton v. Mavis Tire Supply, LLC, No. BUR-L-1085-21 (Super. Ct. Burlington Co., N.J.) (consumer fraud class action);

Comisky v. National Integrity LLC, No. CAM-L-626-22 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Reid v. RCN Telecom Services, LLC, et al., No. MER-L-315-22 (Super. Ct. Mercer Co., N.J.) (consumer fraud class action);

Grillo v. RCN Telecom Services, LLC et al., No. MER-L-1319-22 (Super. Ct. Mercer Co., N.J.) (consumer fraud class action);

Saliu v. Weichert Title Agency, No. CAM-L-1153-21 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Leone v. Homeserve USA Corp., No. GLO-L-1199-19 (Super. Ct. Gloucester Co., N.J.) (consumer fraud class action);

Arabia, et al. v. Infinity Diagnostics Laboratory, Inc., No. ATL-L-3962-20 (Super. Ct. Atlantic Co., N.J.) (consumer fraud class action);

Salcedo v. HealthPlus Surgery Center, LLC, No. ESX-L-74-19 (Super. Ct. Essex Co., N.J.) (declaratory/injunctive relief class action);

Celestin v. Avis Budget Group, Inc., et al., No. MER-L-102-19 (Super. Ct. Mercer Co., N.J.) (consumer fraud class action);

Console v. Medical Records Online, Inc., No. CAM-L-2133-18 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Gill & Chamas, LLC v. MyHealth, LLC, No. MID-L-2110-19 (Super. Ct. Middlesex Co., N.J.) (consumer fraud class action);

Gill & Chamas, LLC v. Comprehensive Orthopaedics, P.A., No. MID-L-2021-19 (Super. Ct. Middlesex Co., N.J.) (consumer fraud class action);

Pearson v. Cape May County, et al., No. CPM-L-63-20 (Super. Ct. Cape May Co., N.J.) (convenience fee class action);

Bratton Law LLC v. Mercer County, et al., No. MER-L-1017-20 (Super. Ct. Mercer Co., N.J.) (convenience fee class action);

Wood v. Ocean County, et al., No. OCN-LL-1726-19 (Super. Ct. Ocean Co., N.J.) (convenience fee class action);

Pearson v. Camden County, et al., No. CAM-L-2715-19 (Super. Ct. Camden Co., N.J.) (convenience fee class action);

Neidle v. Acme Trading Expeditions, LLC, et al., No. CAM-L-3026-18 (Super. Ct. Camden Co., N.J.) (wage and hour class action);

Kasher Law Group LLC v. Ciox Health LLC, No. CAM-L-4719-17 (consumer fraud class action);

Robey v. EEG, Inc., et al., No. CAM-L-1462-19 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Stanley v. Capri Training Ctr., Inc., No. ESX-L-1182-16 (Super. Ct. Essex Co., N.J.) (consumer fraud class action);

Milstead v. Robert Fiance Beauty Schools, Inc., No. CAM-L-328-16 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Anderson v. Burlington Coat Factory of N.J., LLC, No. CAM-L-2582-17 (Super. Ct. Camden Co., N.J.) (pricing/consumer fraud class action);

Hockfield & Kasher, PA v. Star Med, LLC, No. CAM-L-813-17 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Regis Fitzgerald v. Rizzieri Institute, Inc., et al., No. CAM-L-3646-16 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

LMA Legal, LLC v. Record Reprod. Servs., Inc., No. CAM-L-4137-16 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Roseman v. Bevco Serv., Inc., No. CAM-L-3038-17 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Leese v. Albert Ellis, Inc., et al., No. BUR-L-2702-16 (Super. Ct. Burlington Co., N.J.) (consumer fraud class action);

Bernetich, Hatzell & Pascu, LLC v. Medical Records Online, Inc., No. CAM-L-1271-15 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Ciolino v. Christine Valmy, Inc., No. MRS-L-2218-15 (Super. Ct. Morris Co., N.J.) (consumer fraud class action);

Warren v. General Abstract & Title Agency, No. MER-L-2161-15 (Super. Ct. Mercer Co., N.J.) (consumer fraud class action);

Snyder v. Tim Schaeffer Dev. Corp., et al., No. CAM-L-864-14 (Super. Ct. Camden Co., N.J.) (consumer fraud class action);

Mancuso v. Crystal Title Agency, LLC, No. MID-L-2990-14 (Super. Ct. Middlesex Co., N.J.) (consumer fraud class action);

Priest v. Title Source, Inc., No. CUM-L-578-14 (Super. Ct. Cumberland Co., N.J.) (consumer fraud class action);

Sinclair v. Merck & Co., 948 A.2d 587 (N.J. 2008) (medical monitoring and consumer fraud class action);

In re Risperdal/Seroquel/Zyprexa Litig., No. 274 (Super. Ct. Middlesex Co., N.J.) (product liability, consumer fraud, and medical monitoring class actions); and

In re Vioxx Prods. Liab. Litig., No. 619 (Super. Ct. Atlantic Co., N.J.) (product liability, consumer fraud, and medical monitoring class actions).

b. Other State Courts:

Barba v. Old Navy, No. CGC-19-581937 (Super. Ct. San Francisco Co., Cal.) (deceptive pricing/consumer fraud class action);

Andrews v. The Gap, Inc., No. CGC-18-567237 (Super. Ct. San Francisco Co., Cal.) (deceptive pricing/consumer fraud class action);

Jones v. EEG, Inc., Phila. Ct. Comm. Pls. No. 812 (Aug. Term 2016) (consumer fraud class action);

Krivy v. Jean Madeline Educ. Ctr. of Cosmetology, Inc., Phila. Ct. Comm. Pls. No. 2603 (Feb. Term 2014) (consumer fraud class action);

McCurdy v. Wilkinson Enters., Inc., No. 2013-01447-TT (Ct. Comm. Pls. Chester Co., Pa.) (consumer fraud class action);

Flora v. Luzerne Cnty., No. 120404517 (C.C.P. Luzerne Co., Pa.) (civil rights class action);

Fowler v. M&C Ass'n Mgmt. Servs., Inc., No. RG 11600700 (Super. Ct. Alameda Co., Cal.) (consumer fraud class action);

Engle v. Liggett Group, Inc., 945 So. 2d 1246 (Fla. 2006) (product liability class action);

In re Baycol Cases I and II, 2011 WL 682378 (Cal. 2011) (consumer fraud/economic loss class action);

Lewis v. Bayer A.G., No. 010802353 (C.C.P. Phila. Co., Pa.) (medical monitoring class action); and

In re Baycol Litig., No. 011100001 (C.C.P. Phila. Co., Pa.) (numerous consolidated product liability and consumer fraud class actions).

c. Federal Court:

Filannino-Restifo v. TD Bank, N.A., Case No. 1:16-cv-2374-JBS-JS (D.N.J.) (consumer fraud class action);

Block v. RBS Citizens, N.A., Inc., Case No. 1:15-cv-1524-JHR-JS (D.N.J.) (consumer fraud class action);

Green v. Silvertowne, L.P., Case No. 1-15-cv-8703-NLH-AMD (D.N.J.) (Hobby Protection Act class action);

Roseman v. BGASC, LLC, Case No. 1:15-cv-1100-VAP-SPx (C.D. Cal.) (Hobby Protection Act class action);

Styczinski v. Westminster Mint, et al., Case No. 0:14-cv-00619-SRN-JJG (D. Minn.) (Hobby Protection Act class action);

Everett v. Pitt Cnty. Bd. of Educ., No. 6:69-cv-702 (E.D.N.C.) (civil rights class action);

Espinosa v. MAMCO Prop. Mgmt., 2011 WL 4478558 (D.N.J. 2011) (consumer fraud class action);

Smith v. Bayer Corp. (In re Baycol Prods. Litig.), 593 F.3d 716 (8th Cir. 2010), rev'd 131 S. Ct. 2368 (2011) (economic loss/consumer fraud class action);

In re Nutraquest, Inc., No. 03-5869 (D.N.J.) (product liability and consumer fraud class actions); and

McCollins v. Bayer Corp. (In re Baycol Prods. Litig.), 265 F.R.D. 453 (D. Minn. 2008) (economic loss/consumer fraud class action).

11. I also have participated in numerous product liability, personal injury, medical monitoring, and consumer fraud class actions coordinated or consolidated in the following federal multi-district litigations:

In re Seroquel Prods. Liab. Litig., No. MDL-1769 (M.D. Fla.);

In re Vioxx Prods. Liab. Litig., No. MDL-1657 (E.D. La.); and

In re Baycol Prods. Litig., No. MDL-1431, 218 F.R.D. 197 (D. Minn. 2003).

12. Moreover, I have participated in numerous complex product liability/mass tort litigations coordinated or consolidated in Pennsylvania state court, including:

In re Baycol Litig., No. 011100001 (C.C.P. Phila. Co., Pa.);

In re Reglan Litig., No. 1001001997 (C.C.P. Phila. Co., Pa.); and

In re Phen-Fen Litig., No. 990500001 (C.C.P. Phila. Co., Pa.).

13. In the last several years, my historical hourly rates have been approved by courts in the following class actions:

Viggiano v. Surety Title Co., LLC, No. CAM-L-3155-22 (Super. Ct. Camden Co., N.J.) (\$575 per hour);

Robey v. Trusted Settlement Services, LLC, No. GLO-L-283-22 (Super. Ct. Gloucester Co., N.J.) (\$575 per hour);

DeMarco v. Atlanticare Health Services, Inc., No. ATL-L-829-22 (Super. Ct. Atlantic Co., N.J.) (\$575 per hour);

Comisky v. National Integrity LLC, No. CAM-L-626-22 (Super. Ct. Camden Co., N.J.) (\$575 per hour);

Saliu v. Weichert Title Agency, No. CAM-L-1153-21 (Super. Ct. Camden Co., N.J.) (\$525 per hour);

Barba v. Old Navy, LLC, No. CGC-19-581937 (Super. Ct. San Francisco Co., Cal.) (\$525 per hour);

Leone v. Homeserve USA Corp., No. GLO-L-1199-19 (Super. Ct. Gloucester Co., N.J.) (\$525 per hour);

Arabia, et al. v. Infinity Diagnostics Laboratory, Inc., No. ATL-L-3962-20 (Super. Ct. Atlantic Co., N.J.) (\$525 per hour);

Salcedo v. HealthPlus Surgery Center, LLC, No. ESX-L-74-19 (Super. Ct. Essex Co., N.J.) (\$525 per hour);

Celestin v. Avis Budget Group, Inc., et al., No. MER-L-102-19 (Super. Ct. Mercer Co., N.J.) (\$525 per hour);

Console v. Medical Records Online, Inc., No. CAM-L-2133-18 (Super. Ct. Camden Co., N.J.) (\$525 per hour);

Gill & Chamas, LLC v. MyHealth, LLC, No. MID-L-2110-19 (Super. Ct. Middlesex Co., N.J.) (\$525 per hour);

Gill & Chamas, LLC v. Comprehensive Orthopaedics, P.A., No. MID-L-2021-19 (Super. Ct. Middlesex Co., N.J.) (\$525 per hour);

Pearson v. Cape May County, et al., No. CPM-L-63-20 (Super. Ct. Cape May Co., N.J.) (\$525 per hour);

Bratton Law LLC v. Mercer County, et al., No. MER-L-1017-20 (Super. Ct. Mercer Co., N.J.) (\$525 per hour);

Wood v. Ocean County, et al., No. OCN-LL-1726-19 (Super. Ct. Ocean Co., N.J.) (\$525 per hour);

Pearson v. Camden County, et al., No. CAM-L-2715-19 (Super. Ct. Camden Co., N.J.) (\$525 per hour);

Neidle v. Acme Trading Expeditions, LLC, et al., No. CAM-L-3026-18 (Super. Ct. Camden Co., N.J.) (\$525 per hour);

Kasher Law Group LLC v. Ciox Health LLC, No. CAM-L-4719-17 (\$525 per hour);

Andrews, et al. v. The Gap Inc., et al., Superior Court of California, County of San Francisco, Case No. CGC-18-567237 (\$525 per hour);

Robey v. EEG, Inc., et al., No. CAM-L-1462-19 (Super. Ct. Camden Co., N.J.) (\$525 per hour);

Stanley v. Capri Training Ctr., Inc., No. ESX-L-1182-16 (Super. Ct. Essex Co., N.J.) (\$525 per hour);

Milstead v. Robert Fiance Beauty Schools, Inc., No. CAM-L-328-16 (Super. Ct. Camden Co., N.J.) (\$525 per hour);

Anderson v. Burlington Coat Factory of N.J., LLC, No. CAM-L-2582-17 (Super. Ct. Camden Co., N.J.) (\$525 per hour);

Hockfield & Kasher, PA v. Star Med, LLC, No. CAM-L-813-17 (Super. Ct. Camden Co., N.J.) (\$525 per hour);

Regis Fitzgerald v. Rizzieri Institute, Inc., et al., No. CAM-L-3646-16 (Super. Ct. Camden Co., N.J.) (\$525 per hour); and

LMA Legal, LLC v. Record Reprod. Servs., Inc., No. CAM-L-4137-16 (Super. Ct. Camden Co., N.J.) (\$525 per hour).

14. I have presented and/or lectured to attorneys on class action topics at the following Continuing Legal Education seminars:

Lecturer, "Forced Arbitration Update", Consumer Law Seminar, NJAJ Educational Foundation, Inc.'s Boardwalk Seminar 2018, May 10, 2018.

Lecturer, “Absent Class Member Discovery: Is It Permitted, and If So, To What Extent?”, Consumer Law Seminar, NJAJ Educational Foundation, Inc.’s Boardwalk Seminar 2021, June 28, 2021.

Moderator/Lecturer, “Robey v. SPARC Group: A Case Study on Legal Issues Involving Retail Pricing”, NJICLE’s Emerging Issues in Consumer Protection Law 2023 Seminar, September 14, 2023.

11. I also have presented and/or lectured to law students on class action topics at Rutgers Law School in the following classes and seminars:

Lecturer, “Class Actions: Perspective of a Plaintiffs’ Lawyer”, Class Action Litigation, Rutgers Law School, November 16, 2017.

Lecturer, “Class Actions: Perspective of a Plaintiffs’ Lawyer”, Class Action Litigation, Rutgers Law School, September 20, 2018.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

DeNITTIS OSEFCHEN PRINCE, P.C.



SHANE T. PRINCE

Dated: January 31, 2024

DeNITTIS OSEFCHEN PRINCE, P.C.
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* Admitted Pro Hac Vice

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DEAN ESPOSITO, JEFFREY ACHEY, MARILYN ACHEY, JUSTIN ANDERSON, DEIDRE ASBJORN, GREGORY BURLAK, CARLA CHIORAZZO, JUDITH CHIORAZZO, JOHN CONWAY, ADAM DEMARCO, JAMES FISHER, ALLISON GILLINGHAM, LORRAINE GILLINGHAM, DOREE GORDON, DONNA HARTMAN, PATRICIA JUSTICE, DAVID KELLY, CHRISTINA MANFREDO, JUDITH OELENSCHLAGER, DANIEL PATINO, JAMES PRATE, MICHAEL SCHEUFELE, RUSSELL SEWEKOW, DEBORAH STROYEK, LINDA TEER, CHRISTINE TRAPPE, BRENDA TRIPICCHIO, TERESA MACCLELLAND, KAREN UMBERGER, SCOTT WILLITS, MICHAEL BRANOM, MOLLY BROWN, MICHAEL CARNEY, TIM FRASCH, PATRICIA GAGAN, ANNA GUTIERREZ, LINDA JENKINS, AUGUSTUS JOHNSON, WILLIAM KAUPELIS, MARILYN KAYE, JANETTE LISNER, WILLIAM ERIC LOUGH, DAVID MASSARO, LOUISE MONSOUR, DARLEEN PEREZ, GABRIELLE POZZUOLI, VALERIE REED, BRUCE SCHRAMM, KERRY SHOWALTER, JOHN ST. JARRE, GLORIA STERN, EDNA TOY, TERESA TOY, VANESSA WEST, MARY BOWMAN, ART CAPRI, DEBRA CASEY, KARYN CHALLENGER. TYSON COHRON, CINTIA CORSI, ANDI ELLIS, LAURIE FRANTZ, ASHLEY GARRISON, ANGELA GREEN, CARLOS GUTIERREZ, JAMES HOLLING, KAREN HUDSON, JERRY HUNT, JENNIFER HURTT, JOYCE JONES, LYNN KIRALY, MICHELLE LACUESTA, JASON MCCONVILLE, JOSE NICOT, SANDRA OSHIRO, LESLIE OWENS, JON SANTOS, TERRY SEXTON, KATHLEEN WRIGHT, PAMELA M. ALLEN, SAMANTHA ALBAITIS,

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
LAW DIVISION

DOCKET NO. MID-L-6360-23

CYDNI ARTERBURY, LISA BAKER, BRIANA BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSIA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

**CERTIFICATION OF JOSEPH A. D'AVERSA, ESQUIRE
IN SUPPORT OF PROPOSED CLASS ACTION SETTLEMENT
AND PETITION FOR ATTORNEYS' FEES AND COSTS**

I, Joseph A. D'Aversa, upon my oath certify as follows:

1. I am a partner at the law firm of DeNittis Osefchen Prince, P.C., counsel for plaintiffs and the class in the above-captioned case. I am fully knowledgeable regarding this matter.
2. I am an attorney-at-law in the State of New Jersey.
3. Thus far, I have performed 1,634.5 hours of work in this matter. See time summaries attached to the Certification of Stephen P. DeNittis.

4. This included, inter alia, interviewing clients and potential clients regarding their claims; reviewing documents provided by clients to assess the validity of their claims; communicating with clients about the status of their claims; and reviewing documents produced by Verizon.

5. My current hourly rate in complex litigation matters is \$625 per hour.

6. I received my Juris Doctor degree from Widener University School of Law in 1995.

7. My twenty-eight (28) years of law practice has focused primarily on civil litigation including, but not limited to, complex litigation and employment law wherein I represented numerous employee clients in wage and hour, wage collection, and wrongful termination cases. My experience also includes representing clients in worker's compensation and catastrophic personal injury cases, as well as working as a municipal prosecutor and criminal defense attorney.

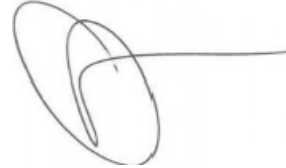
8. After managing my own practice for several years, I joined DeNittis Osefchen Prince, P.C., a litigation firm that primarily represents plaintiffs in complex civil litigation, ranging from state- and nation-wide class actions to catastrophic personal injury cases. My firm has served as served as lead or co-lead counsel in well over two hundred (200) class actions involving consumer fraud, violations of the Real Estate Settlement Procedures Act (RESPA), construction defects, wage and hour violations, and environmental torts.

9. Since joining DeNittis Osefchen Prince, P.C. in 2017, I have become increasingly involved with litigating complex civil cases and class actions, including the consumer fraud case at bar.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

DeNITTIS OSEFCHEN PRINCE, P.C.

A handwritten signature in blue ink, consisting of a large, stylized 'J' and 'A' followed by a horizontal line extending to the right.

BY:

Joseph A. D'Aversa

Dated: January 31, 2024

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*** Admitted Pro Hac Vice**

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SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
LAW DIVISION

DOCKET NO. MID-L-6360-23

BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSIA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

**CERTIFICATION OF CHARLES J. GALVIN, ESQUIRE
IN SUPPORT OF PROPOSED CLASS ACTION SETTLEMENT
AND PETITION FOR ATTORNEYS' FEES AND COSTS**

I, Charles J. Galvin, upon my oath certify as follows:

1. I am a partner at the law firm of DeNittis Osefchen Prince, P.C., counsel for plaintiffs and the certified class in the above-captioned case. I am fully knowledgeable regarding this matter.
2. I am an attorney-at-law in the State of New Jersey and the Commonwealth of Pennsylvania.
3. Thus far, I have performed 1,435.9 hours of work in this matter. See time summaries attached to the Certification of Stephen P. DeNittis.

4. This included, inter alia, interviewing clients and potential clients regarding their claims; reviewing documents provided by clients to assess the validity of their claims; communicating with clients about the status of their claims; and reviewing documents produced by Verizon.

5. My current hourly rate in complex litigation matters is \$625 per hour.

6. I received my Juris Doctor degree from Widener University School of Law in 1997.

7. My twenty-six (26) years of law practice has focused primarily on civil litigation including, but not limited to, insurance defense and various complex litigation. Most recently, my experience primarily includes representation of victims who have suffered serious injuries or death as a result of negligence involving nursing homes, assisted living facilities, hospitals, car accidents, slip and falls, trip and falls, and products liability.

8. Approximately five (5) years ago, I joined DeNittis Osefchen Prince, P.C., a litigation firm that primarily represents plaintiffs in complex civil litigation, ranging from state- and nation-wide class actions to catastrophic personal injury cases. My firm has served as lead or co-lead counsel in well over two hundred (200) class actions involving consumer fraud, violations of the Real Estate Settlement Procedures Act (RESPA), construction defects, wage and hour violations, and environmental torts.


9. Since joining DeNittis Osefchen Prince, P.C. in January of 2019, I have become increasingly involved with litigating complex civil cases and class actions, including the consumer fraud case at bar.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

DeNITTIS OSEFCHEN PRINCE, P.C.

Dated: January 31, 2024

BY: 

Charles J. Galvin

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*** Admitted Pro Hac Vice**

Attorneys for Plaintiffs and the Certified Class

| | |
|---|---|
| <p>DEAN ESPOSITO, JEFFREY ACHEY, MARILYN ACHEY, JUSTIN ANDERSON, DEIDRE ASBJORN, GREGORY BURLAK, CARLA CHIORAZZO, JUDITH CHIORAZZO, JOHN CONWAY, ADAM DEMARCO, JAMES FISHER, ALLISON GILLINGHAM, LORRAINE GILLINGHAM, DOREE GORDON, DONNA HARTMAN, PATRICIA JUSTICE, DAVID KELLY, CHRISTINA MANFREDO, JUDITH OELENSCHLAGER, DANIEL PATINO, JAMES PRATE, MICHAEL SCHEUFELE, RUSSELL SEWEKOW, DEBORAH STROYEK, LINDA TEER, CHRISTINE TRAPPE, BRENDA TRIPICCHIO, TERESA MACCLELLAND, KAREN UMBERGER, SCOTT WILLITS, MICHAEL BRANOM, MOLLY BROWN, MICHAEL CARNEY, TIM FRASCH, PATRICIA GAGAN, ANNA GUTIERREZ, LINDA JENKINS, AUGUSTUS JOHNSON, WILLIAM KAUPELIS, MARILYN KAYE, JANETTE LISNER, WILLIAM ERIC LOUGH, DAVID MASSARO, LOUISE MONSOUR, DARLEEN PEREZ, GABRIELLE POZZUOLI, VALERIE REED, BRUCE SCHRAMM, KERRY SHOWALTER, JOHN ST. JARRE, GLORIA STERN, EDNA TOY, TERESA TOY, VANESSA WEST, MARY BOWMAN, ART CAPRI, DEBRA CASEY, KARYN CHALLENGER. TYSON COHRON, CINTIA CORSI, ANDI ELLIS, LAURIE FRANTZ, ASHLEY GARRISON, ANGELA GREEN, CARLOS GUTIERREZ, JAMES HOLLING, KAREN HUDSON, JERRY HUNT, JENNIFER HURTT, JOYCE JONES, LYNN KIRALY, MICHELLE LACUESTA, JASON MCCONVILLE, JOSE NICOT, SANDRA OSHIRO, LESLIE OWENS, JON SANTOS, TERRY SEXTON, KATHLEEN WRIGHT, PAMELA M. ALLEN, SAMANTHA ALBAITIS, CYDNI ARTERBURY, LISA BAKER, BRIANA</p> | <p>SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY LAW DIVISION</p> <p>DOCKET NO. MID-L-6360-23</p> |
|---|---|

BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSIA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

**CERTIFICATION OF DANIEL HATTIS, ESQUIRE
IN SUPPORT OF PROPOSED CLASS ACTION SETTLEMENT
AND PETITION FOR ATTORNEYS' FEES AND COSTS**

I, Daniel Hattis, upon my oath certify as follows:

1. I have personal knowledge of the facts set forth herein, and if called to testify thereto, I could and would do so competently.
2. I am a member in good standing of the State Bar of California and of the Washington State Bar Association, and am the principal and managing attorney at Hattis Law PLLC d/b/a Hattis & Lukacs (“Hattis & Lukacs”). I am one of the attorneys representing Plaintiffs and the certified class in this matter.

3. I submit this certification in support of the Unopposed Motion for Final Approval of the Proposed Class Action Settlement, the Unopposed Petition for Attorneys' Fees and Costs, and the Unopposed Motion for Incentive Awards for the Class Representatives in this matter.

4. I have 20 years of experience in consumer law and class actions. I have successfully participated in numerous class actions as lead or co-lead counsel representing millions of consumers recovering collectively more than \$200 million for my clients, including actions involving consumer fraud and false advertising.

5. In 2008, I founded the law firm now known as Hattis & Lukacs, a class action law firm specializing in false advertising and consumer rights cases. As principal of Hattis & Lukacs, I have served as class counsel in numerous cases, including: *Reid v. RCN Telecom Services, LLC et al.*, MER-L-000315-22 (NJ Super. Ct. Mercer County 2022) (\$6.55 million settlement fund); *Vianu et al. v. AT&T Mobility LLC*, 3:19-cv-03602-LB (N.D. Cal. 2022) (\$14 million non-reversionary settlement fund); *Grillo v. RCN Telecom Services LLC*, MER-L-1319-22 (an \$11.5 million settlement fund); *Seale et al. v. Altice USA, Inc. et al.*, MER-L-618-23 (\$15 million settlement fund); *Andrews, et al. v. Gap, et al.*, CGC-18-567237 (Cal. Sup. Ct. San Francisco, 2019) (\$5 to \$10 in vouchers offered to a class of almost 24 million class members who were subjected to false discounts and false reference pricing); *Brazil v. Dell Inc.*, C-07-01700 RMW (N.D. Cal. 2012) (\$50 cash payment to each class member who submitted a claim); *In Re: TracFone Unlimited Service Plan Litigation*, 13-cv-03440-EMC (N.D. Cal. 2015) (settlement with non-reversionary \$40 million settlement fund); *Williamson v. McAfee, Inc.*, 5:14-cv-00158-EJD (N.D. Cal. 2017) (\$11.50 cash payment to each class member who submitted a claim); *Chen v. Lamps Plus, Inc.*, 2:19-cv-00119-MJP (W.D. Wa. 2020) (\$14 cash payment to each class member who submitted a claim); *Roberts et al. v. AT&T Mobility LLC*, 3:15-cv-03418-EMC

(N.D. Cal. 2021) (settlement with non-reversionary \$12 million settlement fund); *Barba et al. v. Old Navy, LLC, et al.*, CGC-19-581937 (Cal. Super. Ct. San Francisco 2022) (\$170 million claims-made settlement for a class of 34 million class members); and *Malone et al. v. Western Digital Corporation*, 5:20-cv-03584-NC (N.D. Cal. 2022) (non-reversionary \$2.7 million settlement fund).

6. I continue to investigate and prosecute complex consumer protection class actions, and currently serve as plaintiffs' counsel in numerous class action cases, including: *Robey et al. v SPARC Group LLC*, BER-L-3772-21 (N.J. Sup. Ct. Bergen County); *Bekkerman et al. v. California Department of Tax and Fee Administration, et al.*, Case No. 34-2016-80002287 (Cal. Sup. Ct. Sacramento), *Clark v. Eddie Bauer LLC, et al.*, 2:20-cv-01106 (W.D. Wa.); *Brandon Jack, et al. v. Ring LLC*, CGC-20-588258 (Cal. Super. Ct. San Francisco); and *Montes, et al. v. SPARC Group LLC*, 2:22-cv-0021-TOR (E.D. Wa.).

7. Hattis & Lukacs has prosecuted this Verizon case and its constituent matters for nearly 3 years, on a purely contingent basis. Along with my co-counsel DeNittis Osefchen Prince, P.C., we agreed to advance all necessary expenses and to only receive a fee if there was a recovery.

8. I have conducted a review of the time and expenses of Hattis & Lukacs in this matter, as recorded contemporaneously.

9. In total, three Hattis & Lukacs attorneys have spent 10,175.9 hours on this matter through January 30, 2024. In addition, two Hattis & Lukacs law clerks have spent 2,541.8 hours on this matter through January 30, 2024. Hattis & Lukacs's total lodestar, based on our current billing rates, is approximately \$7.2 million. See time summary attached to the Certification of Stephen P. DeNittis, which includes a summary listing of each lawyer and law clerk for which

Hattis & Lukacs incurred lodestar in connection with this case; the hours, grouped by category, that each individual has expended through January 30, 2024; and the hourly rate for each individual.

10. I personally have worked 4,146.6 hours on these Verizon cases including significant factual research into the validity of the claims in this matter; interviewing clients and potential clients regarding their claims; reviewing documents provided by clients to assess the validity of their claims; communicating with clients about the status of their claims; and reviewing documents produced by Verizon. I also performed substantial legal research into the validity of the claims and defenses in this matter under the laws of various states; drafted or assisted with many of the legal briefs and pleadings in this matter; developed litigation and arbitration strategy; drafted arbitration demands and communications with the American Arbitration Association; and generally helped to manage the thousands of clients who retained class counsel as attorneys.

11. Paul Karl Lukacs is a partner at Hattis & Lukacs who has worked 2,429.8 hours on these Verizon cases, including performing substantial legal research into the validity of the claims and defenses in this matter under the laws of various states; drafting legal briefs and pleadings and appellate briefs in this matter; reviewing documents produced by Verizon; drafting briefs and communications with the American Arbitration Association; and reviewing documents provided by clients to assess the validity of their claims. Mr. Lukacs is an experienced attorney who has been practicing complex litigation for 25 years.

12. Che Corrington is an associate attorney at Hattis & Lukacs who has worked 3,599.5 hours on these Verizon cases, including performing substantial legal research into the validity of the claims and defenses in this matter under the laws of various states; drafting legal

briefs and pleadings in this matter; reviewing documents produced by Verizon; interviewing clients and potential clients regarding their claims; reviewing documents provided by clients to assess the validity of their claims; and communicating with clients about the status of their claims. Mr. Corrington has been practicing class action litigation at Hattis & Lukacs for over five years.

13. Eli Nalebuff and Evgeniya Hattis are law clerks at Hattis & Lukacs who have worked a combined 2,541.8 hours on these Verizon cases, including interviewing clients and potential clients regarding their claims; reviewing documents provided by clients to assess the validity of their claims; communicating with clients about the status of their claims, and reviewing documents produced by Verizon.

14. Hattis & Lukacs's current billing rates have recently been approved by the Northern District of California (*Vianu et al. v. AT&T Mobility LLC*, 3:19-cv-03602-LB (N.D. Cal. 2022)), (*Malone et al. v. Western Digital Corporation*, 5:20-cv-03584-NC (N.D. Cal. 2022)), and *Roberts et al. v. AT&T Mobility LLC*, 3:15-cv-03418-EMC (N.D. Cal. 2021)); the California State Superior Court (*Barba, et al. v. Old Navy, LLC, et al.*, CGC-19-581937 (Cal. Super. Ct. San Francisco 2022) and *Andrews, et al. v. Gap, et al.*, CGC-18-567237 (Cal. Sup. Ct. San Francisco, 2019)); and the Western District of Washington (*Chen v. Lamps Plus, Inc.*, 2:19-cv-00119-MJP (W.D. Wa. 2020)).

15. Hattis & Lukacs also expended \$68,451.81 in direct costs my firm has incurred in these Verizon cases, which are included as part of the expense summary attached to the Certification of Stephen P. DeNittis. All expenses were carefully and reasonably expended, and they reflect market rates for various categories of expenses incurred. Expense items are billed separately and such charges are not duplicated in my firm's billing rates.


16. For the reasons described fully in Plaintiffs' Motion, and based on my experience and knowledge regarding the factual and legal issues in this matter, it is my opinion that the settlement is fair, reasonable, and adequate, and is in the best interests of the respective Class members. I strongly believe that this settlement is an excellent result for the Class members.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: January 31, 2024

Respectfully submitted,

HATTIS & LUKACS

BY: 

Daniel Hattis

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*** Admitted Pro Hac Vice**

Attorneys for Plaintiffs and the Class

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|---|---|
| <p>DEAN ESPOSITO, JEFFREY ACHEY, MARILYN ACHEY, JUSTIN ANDERSON, DEIDRE ASBJORN, GREGORY BURLAK, CARLA CHIORAZZO, JUDITH CHIORAZZO, JOHN CONWAY, ADAM DEMARCO, JAMES FISHER, ALLISON GILLINGHAM, LORRAINE GILLINGHAM, DOREE GORDON, DONNA HARTMAN, PATRICIA JUSTICE, DAVID KELLY, CHRISTINA MANFREDO, JUDITH OELENSCHLAGER, DANIEL PATINO, JAMES PRATE, MICHAEL SCHEUFELE, RUSSELL SEWEKOW, DEBORAH STROYEK, LINDA TEER, CHRISTINE TRAPPE, BRENDA TRIPICCHIO, TERESA MACCLELLAND, KAREN UMBERGER, SCOTT WILLITS, MICHAEL BRANOM, MOLLY BROWN, MICHAEL CARNEY, TIM FRASCH, PATRICIA GAGAN, ANNA GUTIERREZ, LINDA JENKINS, AUGUSTUS JOHNSON, WILLIAM KAUPELIS, MARILYN KAYE, JANETTE LISNER, WILLIAM ERIC LOUGH, DAVID MASSARO, LOUISE MONSOUR, DARLEEN PEREZ, GABRIELLE POZZUOLI, VALERIE REED, BRUCE SCHRAMM, KERRY SHOWALTER, JOHN ST. JARRE, GLORIA STERN, EDNA TOY, TERESA TOY, VANESSA WEST, MARY BOWMAN, ART CAPRI, DEBRA CASEY, KARYN CHALLENGER. TYSON COHRON, CINTIA CORSI, ANDI ELLIS, LAURIE FRANTZ, ASHLEY GARRISON, ANGELA GREEN, CARLOS GUTIERREZ, JAMES HOLLING, KAREN HUDSON, JERRY HUNT, JENNIFER HURTT, JOYCE JONES, LYNN KIRALY, MICHELLE LACUESTA, JASON MCCONVILLE, JOSE NICOT, SANDRA OSHIRO, LESLIE OWENS, JON SANTOS, TERRY SEXTON, KATHLEEN WRIGHT, PAMELA M. ALLEN, SAMANTHA ALBAITIS, CYDNI ARTERBURY, LISA BAKER, BRIANA</p> | <p>SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY LAW DIVISION</p> <p>DOCKET NO. MID-L-6360-23</p> |
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BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSIA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

**CERTIFICATION OF LINDSEY C. GROSSMAN, ESQUIRE
IN SUPPORT OF PROPOSED CLASS ACTION SETTLEMENT
AND PETITION FOR ATTORNEYS' FEES AND COSTS**

I, Lindsey C. Grossman, upon my oath certify as follows:

1. I am a partner at the law firm of Criden & Love, P.A., co-counsel for plaintiffs and the certified class in the above-captioned case. I am fully knowledgeable regarding this matter.
2. I am an attorney-at-law in the State of Florida.
3. Thus far, I have performed 853.0 hours of work in this matter. See time summaries attached to the Certification of Stephen P. DeNittis.

4. This included, inter alia, interviewing clients and potential clients regarding their claims; reviewing documents provided by clients to assess the validity of their claims; reviewing documents produced by Defendant; engaging in strategy and litigation analysis; communicating with clients about the status of their claims; and analyzing the legal validity of clients' claims under Florida law.

5. My current hourly rate in complex litigation matters is \$550 per hour.

6. I received my Juris Doctor degree from University of Miami School of Law in 2013.

7. My ten (10) years of law practice has focused primarily on class actions and other complex civil litigation, with an emphasis on antitrust, securities, and consumer fraud matters. Recently, my firm has served as lead or in a leadership capacity in various cases including: *Mogollon v. The Bank of New York Mellon*, Case No. 19-cv-3070 (N.D. Tex.); *Leonard Sokolow v. LJM Funds Management, Ltd.*, Case No. 18-CH-11880 (Cook County, Ill.); *Juan Carlos Macias, et al. v. TD Bank, N.A.*, Case No. 16-03420 (D.N.J.); *Jesse Aronstein et al. v. Massachusetts Mutual Life Insurance Co. et al*, Case No. 15-cv-12864 (D. Mass.); and *Vista Healthplan, Inc. v. Cephalon, Inc.*, Case No. 06-cv-01833 (E.D. Pa.) ("Provigil Antitrust Litigation"). A substantial portion of my practice has been dedicated to litigating the claims of victims of the R. Allen Stanford Ponzi scheme.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

CRIDEN & LOVE, P.A.

BY:

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a solid horizontal line.

Lindsey C. Grossman

Dated: January 31, 2024

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 (305) 357-9000

*Admitted Pro Hac Vice

Attorneys for Plaintiffs and the Certified Class

| | |
|---|---|
| <p>DEAN ESPOSITO, JEFFREY ACHEY, MARILYN ACHEY, JUSTIN ANDERSON, DEIDRE ASBJORN, GREGORY BURLAK, CARLA CHIORAZZO, JUDITH CHIORAZZO, JOHN CONWAY, ADAM DEMARCO, JAMES FISHER, ALLISON GILLINGHAM, LORRAINE GILLINGHAM, DOREE GORDON, DONNA HARTMAN, PATRICIA JUSTICE, DAVID KELLY, CHRISTINA MANFREDO, JUDITH OELENSCHLAGER, DANIEL PATINO, JAMES PRATE, MICHAEL SCHEUFELE, RUSSELL SEWEKOW, DEBORAH STROYEK, LINDA TEER, CHRISTINE TRAPPE, BRENDA TRIPICCHIO, TERESA MACCLELLAND, KAREN UMBERGER, SCOTT WILLITS, MICHAEL BRANOM, MOLLY BROWN, MICHAEL CARNEY, TIM FRASCH, PATRICIA GAGAN, ANNA GUTIERREZ, LINDA JENKINS, AUGUSTUS JOHNSON, WILLIAM KAUPELIS, MARILYN KAYE, JANETTE LISNER, WILLIAM ERIC LOUGH, DAVID MASSARO, LOUISE MONSOUR, DARLEEN PEREZ, GABRIELLE POZZUOLI, VALERIE REED, BRUCE SCHRAMM, KERRY SHOWALTER, JOHN ST. JARRE, GLORIA STERN, EDNA TOY, TERESA TOY, VANESSA WEST, MARY BOWMAN, ART CAPRI, DEBRA CASEY, KARYN CHALLENGER. TYSON COHRON, CINTIA CORSI, ANDI ELLIS, LAURIE FRANTZ, ASHLEY GARRISON, ANGELA GREEN, CARLOS GUTIERREZ, JAMES HOLLING, KAREN HUDSON, JERRY HUNT, JENNIFER HURTT, JOYCE JONES, LYNN KIRALY, MICHELLE LACUESTA, JASON MCCONVILLE, JOSE NICOT, SANDRA OSHIRO, LESLIE OWENS, JON SANTOS, TERRY SEXTON, KATHLEEN WRIGHT, PAMELA M. ALLEN, SAMANTHA ALBAITIS, CYDNI ARTERBURY, LISA BAKER, BRIANA</p> | <p>SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY LAW DIVISION</p> <p>DOCKET NO. MID-L-6360-23</p> |
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BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSIA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

**CERTIFICATION OF MICHAEL E. CRIDEN, ESQUIRE
IN SUPPORT OF PROPOSED CLASS ACTION SETTLEMENT
AND PETITION FOR ATTORNEYS' FEES AND COSTS**

I, Michael E. Criden, upon my oath certify as follows:

1. I am a partner at the law firm of Criden & Love, P.A., co-counsel for plaintiffs and the certified class in the above-captioned case. I am fully knowledgeable regarding this matter.

2. I am an attorney-at-law in the State of Florida.

3. I am admitted pro hac vice in this matter.

4. Thus far, I have performed 527.5 hours of work in this matter. See time summaries attached to the Certification of Stephen P. DeNittis.

5. This included, inter alia, interviewing clients and potential clients regarding their claims; reviewing documents provided by clients to assess the validity of their claims; evaluating client claims; engaging in strategy and litigation analysis; communicating with clients about the status of their claims; analyzing the legal validity of clients' claims under Florida law; and attending mediation in this matter.

6. My current hourly rate in complex litigation matters is \$900 per hour.

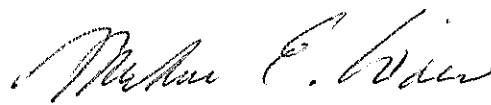
7. I received my Juris Doctor degree from University of Miami School of Law in 1987.

8. My thirty-six (36) years of law practice has focused primarily on class actions and other complex civil litigation, including but not limited to antitrust, securities, and consumer fraud matters. Recently, my firm has served as lead or in a leadership capacity in various cases including: *Mogollon v. The Bank of New York Mellon*, Case No. 19-cv-3070 (N.D. Tex.); *Leonard Sokolow v. LJM Funds Management, Ltd.*, Case No. 18-CH-11880 (Cook County, Ill.); *Juan Carlos Macias, et al. v. TD Bank, N.A.*, Case No. 16-03420 (D.N.J.); *Jesse Aronstein et al. v. Massachusetts Mutual Life Insurance Co. et al*, Case No. 15-cv-12864 (D. Mass.); and *Vista Healthplan, Inc. v. Cephalon, Inc.*, Case No. 06-cv-01833 (E.D. Pa.) ("Provigil Antitrust Litigation"). I have been appointed lead counsel in numerous class actions, obtaining hundreds of millions of dollars for my clients. I also am nationally recognized in the field of securities arbitration, having recovered over \$100 million on behalf of approximately three thousand individual investors.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

CRIDEN & LOVE, P.A.

BY: 

Michael E. Criden

Dated: January 31, 2024