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1 NOTICE OF MOTION TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD: 2 **PLEASE TAKE NOTICE** that on June 23, 2015, at 2:30 p.m., in the Courtroom of the 3 Honorable Edward M. Chen, United States District Judge for the Northern District of California, 4 450 Golden Gate Avenue, 17th Floor, Courtroom 5, San Francisco, California 94102, Plaintiffs 5 David Hansell, Edward Tooley, Christopher Valdez, Mona Gandhi, Marisha Johnston, Marshall 6 Tietje, Martin Blagmoor, and John Browning, the Plaintiffs in the above-captioned action 7 ("Plaintiffs"), will and hereby do move the Court, pursuant to Federal Rule of Civil Procedure 23, 8 for an Order granting final approval of the proposed Class Settlement Agreement ("Settlement") 9 entered into between the parties in this action.¹ 10 This motion is based on this notice of motion and motion, the accompanying 11 memorandum of points and authorities, the proposed Settlement and all exhibits thereto, the 12 declarations filed in support hereof, the papers filed in support of preliminary settlement approval, 13 the argument of counsel, all papers and records on file in this matter, and such other matters as 14 the Court may consider. 15 16 17 Dated: April 20, 2015 By: /s/ Michael W. Sobol 18 Michael W. Sobol Roger N. Heller 19 Nicole D. Sugnet LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor 20 San Francisco, CA 94111-3336 21 Telephone: (415) 956-1000 22 Daniel M. Hattis **HATTIS LAW** 23 2300 Geng Road, Suite 200 Palo Alto, CA 94303 24 Telephone: (650) 980-1990 25 Class Counsel and Attorneys for Plaintiffs in Hansell, Gandhi, and Blagmoor 26

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¹ The Settlement is on file at *Hansell* Docket No. 107-1.

Case3:13-cv-03440-EMC Document121 Filed04/20/15 Page6 of 26 John A. Yanchunis J. Andrew Meyer MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 North Franklin Street, 7th Floor Tampa, FL 33602 Telephone: (813) 223-5505 Class Counsel and Attorneys for Plaintiff in Browning

MEMORANDUM OF POINTS AND AUTHORITIES

I. <u>INTRODUCTION</u>

The Court has preliminarily approved the proposed Settlement reached by the parties in this Action, and approved the parties' proposed notice program. *See* Docket No. 118. Notice has been disseminated, and is being disseminated, to the Class as directed by the Court. By this motion, Plaintiffs respectfully request that the Court conduct a final review of the Settlement, and approve the Settlement as fair, reasonable and adequate.

The Settlement is the product of extensive arms-length negotiations between the parties and their experienced and informed counsel, was vetted by Federal Trade Commission ("FTC") personnel, and is absolutely fair, reasonable, and adequate given the claims, the alleged harm, and the parties' respective litigation risks.

Pursuant to the terms of the Settlement, Defendant TracFone Wireless, Inc. ("TracFone") has paid \$40 million to establish a non-reversionary Settlement Fund from which Class Members who submit valid claims, and all Class Members for whom TracFone has a mailing address (whether or not they submit a claim), will be sent cash payments. It is expected that the *full* amount of net settlement funds will be distributed to the Class as part of an initial distribution, with at least 20 percent (or even more) of Class Members receiving payments. Moreover, the Settlement provides for a secondary distribution if the residual uncashed checks are sufficient to make a second distribution practical. Further, the Settlement provides for separate payment of Class Counsel's court-awarded attorneys' fees and expenses, on top of the \$40 million fund.

In addition to the monetary relief, TracFone has also agreed to make industry-leading practice changes, including improving and replacing its advertising and packaging to clearly and prominently disclose its restrictions on the amount and speed of mobile data in its "unlimited" plans.

¹ The Settlement was negotiated and entered into in conjunction with a settlement reached between TracFone and the FTC in a related action (the "FTC Settlement").

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Moreover, the Settlement provides for a robust, multi-pronged notice program and userfriendly claims process, which have been, and are being, implemented by the Settlement Administrator and the parties.

The effectiveness of the notice program, the simplicity of the claims process, and the adequacy of the Settlement, are all reflected in the very positive reaction from the Class thus far. The deadline for Class Members to submit claims is June 19, 2015, and the deadline for Class Members to opt-out or object is May 20, 2015. As of April 16, 2015, more than 350,000 claims have already been submitted.² And including the Class Members who will receive automatic payments because TracFone has their mailing address, the overall take rate in this case is already approximately 20-25%, with two months still remaining in the claims period. By contrast, as of April 14, 2015, only 65 persons have requested to be excluded from the Class and just two objections have been submitted.

For the foregoing reasons and the other detailed below, the Settlement meets the standards for final settlement approval, and it should therefore be approved.

BACKGROUND II.

A. **Procedural History**

This litigation began in 2013. The first-filed *Hansell* case was filed in this Court on July 24, 2013, alleging various claims based the advertising of TracFone's Straight Talk-branded mobile service plans as providing "unlimited" data when, in fact, TracFone had a practice of "throttling" (i.e., slowing) or suspending customers' data, or terminating their service altogether, when the customer reached a certain undisclosed and/or inadequately disclosed data usage limit. The *Hansell* case was filed on behalf of a putative nationwide class of Straight Talk customers.

On August 15, 2013, the *Browning* case was filed in the Southern District of Florida. The general allegations in the *Browning* case were substantially identical to the *Hansell* case. The initial complaint in the *Browning* case related to the Straight Talk brand and was filed on behalf of a putative statewide class of Florida Straight Talk customers.

² More than 275,000 of those claims were submitted since the Court entered the Preliminary Approval Order and the notice program commenced. Simmons Decl., ¶ 32.

On October 7, 2013, Defendants filed a motion to transfer the *Hansell* case to the Southern District of Florida. The Court denied Defendants' motion to transfer on November 22, 2013. (*Hansell* Docket No. 50).

On November 14, 2013, two additional related cases were filed in this District, the *Gandhi* and *Blaqmoor* cases. The general allegations and claims asserted in *Gandhi* and *Blaqmoor* were likewise substantially identical to the *Hansell* case, except that they related to two different TracFone brands, Net10 (*Gandhi*) and Simple Mobile (*Blaqmoor*). The *Gandhi* case was filed on behalf of a putative statewide class of California Net10 customers. The *Blaqmoor* case was filed on behalf of a putative nationwide class of Simple Mobile customers. The *Gandhi* and *Blaqmoor* cases were formally related to the first-filed *Hansell* case and assigned to this Court on November 21, 2013 (*Hansell* Docket No. 47).

On November 18, 2013, plaintiff in the *Browning* case filed an amended complaint in the Southern District of Florida, which expanded the scope of the putative class in that case to a nationwide class of customers who purchased service through four TracFone brands: Straight Talk, Net10, Simple Mobile, and Telcel America.

On December 20, 2013, the parties in the *Browning* case entered into a settlement agreement (the "Browning Settlement"), and on February 10, 2014, plaintiff in the *Browning* case filed a motion for preliminary approval of the Browning Settlement before Judge Marcia Cooke of the Southern District of Florida.

On March 19, 2014, Judge Marcia Cooke transferred the *Browning* case to this District, where it was assigned to this Court. The parties in the *Browning* case submitted an amended Browning Settlement on May 30, 2014, seeking preliminary approval of same. The Court permitted the *Hansell* plaintiffs to conduct additional discovery prior to considering the proposed *Browning* settlement. While the motion for preliminary approval of the amended Browning Settlement was pending in this Court, the parties in all of the cases reached an agreement in principle to resolve the entire litigation.

Defendants responded to each of the complaints in the Action by filing motions to compel arbitration. Defendants' arbitration motions in the *Hansell*, *Gandhi*, and *Blaqmoor* cases remain

pending, subject to further briefing which has been stayed. Defendants' arbitration motion in the *Browning* case was taken off calendar after the parties in *Browning* filed the initial Browning Settlement.

B. Class Counsel's Investigation and Discovery

Class Counsel conducted significant discovery and an extensive investigation regarding the issues in this Action prior to entering into the Settlement. Before filing suit, Class Counsel conducted a thorough investigation, including reviewing and analyzing TracFone's marketing materials and packaging, making multiple visits to stores where TracFone products and services are sold, reviewing TracFone's purported terms of service and the methods by which such terms were communicated to consumers, and speaking with numerous customers about their experiences with TracFone products. Moreover, Class Counsel conducted extensive ongoing factual investigation and legal research regarding the issues in the litigation. Further, Class Counsel have taken significant formal discovery, including reviewing thousands of documents produced by Defendants (including internal correspondence and documents regarding TracFone's marketing of "unlimited" plans and relevant policies and the development and implementation of the throttling and other practices at issue), reviewing and analyzing pertinent TracFone customer and sales data, and deposing four senior TracFone employees about the issues in the litigation.

Sobol Decl., ¶¶ 5-7; Hattis Decl., ¶¶ 9-12; Yanchunis Decl., ¶¶ 10-15.

C. <u>Settlement Negotiations</u>

The parties engaged in two full-day mediation sessions with Prof. Eric Green of Resolutions, LLC, the first on September 15, 2014 and the second on October 30, 2014. With Prof. Green's assistance, an agreement in principle was reached on improved settlement terms. The parties agreed that a class settlement would be entered into in conjunction with the resolution of a then-pending investigation of TracFone's practices by the FTC, which resolution TracFone was also in the process of negotiating. After the parties reached an agreement in principle on the merits they were able to reach an agreement, with Prof. Green's assistance, regarding Class

1	Counsel's request for attorneys' fees and expenses. Sobol Decl., ¶ 8; Hattis Decl., ¶ 13;		
2	Yanchunis Decl., ¶ 20. ³		
3	Following the mediation, all Class Counsel worked hard on negotiating and finalizing t		
4	written settlement agreement, forms of notice, claim form and other exhibits to the settlement,		
5	and have devoted substantial time and resources to ensuring that the settlement presented to the		
6	Court for its approval represents the best result achievable for the Class Members, including		
7	working closely with the Settlement Administrator and media consultant on the design and		
8	implementation of the notice program and claims process, and conferring extensively with		
9	Defendants and the FTC regarding how best to coordinate the Settlement and the FTC		
10	Agreement. Sobol Decl., ¶ 9; Hattis Decl., ¶¶ 13-14; Yanchunis Decl., ¶ 21.		
11	D. <u>Preliminary Settlement Approval</u>		
12	On February 20, 2015, the Court granted preliminary approval of the Settlement, and		
13	ordered that class notice be disseminated pursuant to the parties' proposed multi-pronged notice		
14	program. Docket No. 118.		
15	III. THE SETTLEMENT		
16	The following summarizes the Settlement's key terms.		
17	A. The Settlement Class		
18	The "Class" is defined as:		
19	All persons who purchased, in the United States, a Straight Talk,		
20	Net10, Simple Mobile, or Telcel America wireless service plan with "unlimited" data, who, at any time during the Class Period (July 24,		
21	2009 through December 31, 2014), at TracFone's request, had their data usage Throttled, Suspended, or had all of their Services		
22	Terminated prior to the expiration of their service plan.		
23	Defendants are excluded from the Class as well as any entity in which either of the Defendants has a controlling interest, along with		
24	Defendants' legal representatives, officers, directors, assignees, and successors. Also excluded from the Class is any judge to whom the		
25	Class Action Lawsuits are assigned, together with any relative of such judge and the spouse of any such persons.		
26	(Settlement, § III)		
27	3 Additionally the newton in Process in the second in the		
28	³ Additionally, the parties in <i>Browning</i> engaged in two full-day mediation sessions before Rodney Max, a highly skilled and experienced mediator, in connection with the Browning Settlement.		

B. Benefits to the Class

1. The Settlement Fund

Pursuant to the terms of the Settlement, TracFone has paid \$40 million to the FTC to establish a Settlement Fund to be used for: (a) providing cash payments to Class Members who are "Valid Claimants"; and (b) payment of administrative costs. Any attorneys' fees and expenses for Class Counsel, and service awards for the Plaintiffs, that are awarded by the Court will be paid by TracFone *on top of and in addition to* the Settlement Fund, and thus will not reduce Class Members' payments. (Settlement, §§ IV.B) As discussed herein, it is expected that the *entire* net settlement fund (net of administrative costs) will be mailed to Valid Claimants, with at least 20 percent (or even more) of Class Members receiving payments.

a. Payments to Valid Claimants

Pursuant to the Settlement, payments will be sent via mailed check to all Class Members who either: (a) submit a timely and valid claim; and/or (b) are an "Identified Class Member" (meaning that TracFone has a mailing address for them). In other words, Class Members for whom TracFone has a mailing address, whether or not they submit a claim, will automatically be considered "Valid Claimants," and will be sent a check.⁵ (Settlement, §§ IV.B, II.36 & 59)

Payment amounts for Valid Claimants will depend on the number of timely, valid claims that are submitted, how their service was affected, and when they were a TracFone customer. Specifically, for purposes of payment calculation, there are four "Categories" of Class Members (Settlement, § IV.B.4):

• <u>Category 1</u>: Class Members whose data service was Throttled at TracFone's request between October 28, 2013 and December 31, 2014 (the end of the Class Period).

⁴ The Settlement Administrator estimates that the total administrative costs will be approximately \$3,680,544. Simmons Decl., ¶ 36. The estimate has increased subsequent to the preliminary approval hearing primarily because the number of available mailing addresses and claims rate have exceeded the Settlement Administrator's prior expectations. *Id*.

⁵ TracFone has mailing addresses for approximately 1.8 million to 1.9 million Identified Class Member accounts.

- <u>Category 2</u>: Class Members whose data service was Throttled at TracFone's request between July 24, 2009 (the beginning of the Class Period) and October 27, 2013.⁶
- <u>Category 3</u>: Class Members whose data service was Suspended at TracFone's request during the Class Period.
- <u>Category 4</u>: Class Members who had all of their Services Terminated at TracFone's request during the Class Period.

Payments will be calculated using this "Reference Chart" and as described further below:

Category	Initial Amount	Maximum Amount
Category 1	\$2.15-\$2.50	\$45.00
Category 2	\$6.50	\$45.00
Category 3	\$10.00	\$45.00
Category 4	\$65.00	\$65.00

Valid Claimants will receive payments in the following amounts based on their applicable "Category":

- (a) The Initial Amounts in the Reference Chart; or
- (b) If the total aggregate amount of payments to Valid Claimants, as calculated using the Initial Amounts in the Reference Chart, is less than the "Net Distributable Funds" (*i.e.*, the \$40 million fund minus administrative costs), then additional amounts will first be applied to Category 1 until said payment is equal to the payment under Category 2. Thereafter, the payment amounts to each of the four Categories will be increased on a *pro-rata* basis up to the Maximum Amounts in the Reference Chart. (Settlement IV.B.4)

It should be noted that the "Initial Amounts" listed in the above Reference Chart are intended to reflect the approximate payments that would be made if there were a 100% claim rate, meaning the actual payment amounts to Valid Claimants will almost certainly be higher.

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⁶ The distinction between Categories 1 and 2 has to do with whether the customer had their data service throttled before or after October 28, 2013, which date is based on the approximate timing of disclosure changes that TracFone made about its "unlimited" plans.

b. The Claim Process

All Class Members may submit claims for settlement payments. Class Members have the option of submitting claims electronically via the Settlement Website or by mail. The claim form, which was approved by the Court, is straightforward and user-friendly. (Docket No. 118 at ¶ 10; Simmons Decl., ¶ 26) Class Members have until June 19, 2015 to submit claims, which is 90 days after the Notice Date set by the Court. (Settlement, §§ II.11, IV.B.3; Docket No. 118)

The Settlement Administrator will process claims. To that end, TracFone has provided the Settlement Administrator with the best data and information available to TracFone regarding the Class Members' accounts (the "Customer Data"). Using the information provided by claimants in their claim forms, and as can best be determined through TracFone's Customer Data, the Settlement Administrator will verify claims and assign Valid Claimants into one of the four "Categories" described above. (Settlement, §§ II.24, IV.B.3&4) Valid Claimants who had more than one mobile phone number with TracFone that falls within the Class definition may submit one claim for each such phone number. (Settlement, § IV.B.3)

c. <u>Mailing of Settlement Payments</u>

Payments to Valid Claimants will be made by mailed check. For checks that are returned undeliverable with forwarding address information, the Settlement Administrator will re-mail the check to the new address indicated. For any checks that are returned undeliverable without forwarding address information, the Settlement Administrator will make reasonable efforts to identify updated address information and re-mail checks to the extent an updated address is identified. (Settlement, § IV.B.5)

d. Secondary Distribution and Disposition of Residual Funds

Any funds remaining in the Settlement Fund (*e.g.*, due to uncashed checks) one (1) year after the deadline for mailing the initial settlement payment checks will be distributed: (a) to the extent feasible and practical in light of the amount of funds remaining and the associated administrative costs, as a secondary distribution to those Valid Claimants who negotiated their initial payment checks, with the amounts of such secondary distribution checks separately calculated on a *pro-rata* basis, up to the Maximum Amounts listed in the above Reference Chart;

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or (b) <u>only</u> if a secondary distribution is not feasible or practical, or if funds remain in the Settlement Fund after a secondary distribution, to the FTC for its use as provided in the FTC Agreement. None of the Settlement Fund will revert to Defendants. (Settlement, § IV.B.6)

2. Conduct Changes

In addition to the monetary relief, TracFone has agreed in the Settlement to make industry-leading practice changes including modifying its "unlimited plan" advertising and packaging to clearly and prominently disclose any throttling caps or limits and the lower speeds to which customers will be throttled. TracFone has agreed to not only make changes to its future advertising, but also to instruct its retailers to remove existing advertising, plan cards, and products from the shelves and replace them with new Settlement-compliant materials. TracFone has also agreed to adopt customer service measures to ensure that customers receive accurate information about the policies at issue. The agreed conduct changes, the details of which are set forth in Section IV.C of the Settlement, include but are not limited to:

- TracFone will not advertise its mobile service plans as providing access to "unlimited"
 data unless it also makes clear and adjacent disclosures, as detailed in the Settlement,
 regarding any applicable throttle limits or caps and the actual speeds to which customer
 data will be slowed.
- TracFone's terms and conditions have been updated to describe the impact throttling can have on the functionality of services.
- TracFone has implemented changes to its customer service to ensure that customers
 contacting TracFone receive accurate information about TracFone's throttling,
 suspension, and service termination policies, and about the impact throttling can have on
 the functionality of services.
- TracFone has implemented a system to advise customers by SMS message when their data speed has been throttled upon reaching specified data usage caps.

(Settlement, § IV.C)

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C. Opt-Out and Objection Procedures

Any person within the Class definition may opt-out of the Class by sending a written request, clearly stating their desire to be excluded, to the Settlement Administrator, postmarked by the opt-out deadline of May 20, 2015. (Settlement, § VI; Docket No. 118)

Any Class Member who does not timely and validly request to be excluded may object to the Settlement, Class Counsel's fee application, and/or the requests for Plaintiff service awards, by mailing an objection to the Settlement Administrator, postmarked by the objection deadline of May 20, 2015. (Settlement, VII, Ex. 2; Docket No. 118)

D. Attorneys' Fees and Expenses; Service Awards.

Class Counsel are filing herewith an application for an award of reasonable attorneys' fees and expenses. Class Counsel are requesting attorneys' fees in the amount of \$5 million, plus reimbursement of \$63,644.75 in litigation expenses. Any attorneys' fees and expenses awarded to Class Counsel will be paid by TracFone in addition to (*i.e.*, on top of) the Settlement Fund. (Settlement, § IX)

Class Counsel's fee application also requests service awards of \$2,500 for each of the Plaintiffs. Any service awards will likewise be paid by TracFone on top of the Settlement Fund. (Settlement, § IX.F)

E. Release

In exchange for the benefits provided pursuant to the Settlement, Plaintiffs and Settlement Class Members will release Defendants and related entities from any claims they may have related to the issues in these cases. (Settlement, § VIII)

IV. NOTICE HAS BEEN DISSEMINATED TO THE CLASS PURSUANT TO THE COURT-APPROVED NOTICE PROGRAM.

The multi-pronged program approved by the Court in the Preliminary Approval Order (Docket No. 118) has been, and is being, implemented by the parties and the Settlement Administrator. Such program includes direct notice where possible (via mail, email, SMS) and numerous other methods of notice, and is well-designed and tailored to ensure the best notice practicable under the circumstances. *See generally* Finegan Decl.; Simmons Decl.

1. Mailed and Email Notice

Pursuant to the Court-approved notice program, TracFone's customer records were utilized to provide direct mail and email notice where Class Members' contact information was available. TracFone provided the Settlement Administrator with Customer Data which included, to the extent available, names, last known mailing addresses, and email addresses for Class Members. (Settlement, §§ V.C.1, II.24; Simmons Decl., ¶¶ 6-9) On or before March 21, 2015 (the "Notice Date" set by the Court, *see* Docket No. 118), the Settlement Administrator updated the mailing addresses in the Customer Data through the National Change of Address Database, and mailed the Summary Settlement Notice to each mailing address in the Customer Data, as updated. A total of 1,834,683 notices were mailed, with over 90% delivered. Appropriate steps are being taken to re-mail notices that are returned undeliverable. (Settlement, § V.C.B, Ex. 6; Simmons Decl., ¶¶ 10-13.)

On or before the Notice Date, the Settlement Administrator also emailed the Email Summary Notice to each email address in the Customer Data that was not indicated in the Customer Data as being on TracFone's do not contact list. Within seven days following the Notice Date, the Settlement Administrator also emailed the Email Summary Notice to each email address that was not in the Customer Data but that was provided on a Claim Form received by the Settlement Administrator prior to or on the Notice Date. A total of 1,133,253 notices were emailed, approximately 82% of which (934,057 notices) were successfully delivered (*i.e.*, did not bounce back). (Settlement, § V.C.2, Ex. 8; Simmons Decl., ¶¶ 14-15)

2. SMS Notice

As approved and directed by the Court (*see* Docket No. 118 at ¶ 17), notice has also been sent via SMS (text message) to Class Members who are current subscribers to a TracFone data service plan and who have not opted out of receiving such messages. TracFone reports that SMS Notices were sent to more than 2.1 million current subscriber phone numbers in the Class. (Settlement, § V.5, Ex. 7)

3. Media and Internet Notice

Class notice has also been provided through an extensive media and Internet notice program, which commenced following the entry of the Preliminary Approval Order. This

extensive program, which was designed and has been implemented with the assistance of HF Media, has included: banner ads on Internet sites and mobile applications, publication in wide-circulation magazines, a Facebook page dedicated to the Settlement, audio advertisements, social media advertisements, and media outreach efforts which included a multi-media press release and audio news release. (Settlement, § V.C.3; Finegan Decl., ¶¶ 11, 13-24)

4. Additional Internet-Based Notice

Additionally, by the Notice Date, TracFone posted notice of the Settlement on the Straight Talk, Net10, Simple Mobile, and Telcel America brands' Facebook pages and Internet home pages—including the pages that customers view when logging into their online TracFone accounts. These notices will remain posted until the claim deadline. (Settlement, § V.C.4)

5. Settlement Website and Toll-Free Number

As directed by the Court, the Settlement Administrator also established a Settlement Website, www.PrepaidPhoneRefund.com, where Class Members can submit claims electronically, obtain additional information, and access copies of the operative complaints, the Settlement, the long-form Class Notice, and Class Counsel's Fee Application. The Settlement and online claim portal are optimized for use with mobile devices like smart phones and tablets (Settlement, § V.C.6; Simmons Decl., ¶¶ 21-30)

The Settlement Administrator also established a toll-free telephone number where Class Members can obtain additional information, in English or Spanish, and request a hard copy Claim Form or long-form Class Notice. (Settlement, § V.C.7; Simmons Decl., ¶¶ 16-18)

V. THE RESPONSE FROM THE CLASS HAS BEEN VERY POSITIVE.

The response from the Class thus far has been very positive. The deadline for Class Members to submit claims is June 19, 2015. The Settlement Administrator reports that as of April 16, 2015, with two still months remaining in the claims period, 355,593 claims have already been submitted (including 351,325 claims submitted online via the Settlement Website and 4,268 mailed claims). (Simmons Decl., ¶¶ 31-33) Including the Identified Class Members, who will automatically be mailed checks without the need to submit a claim, the overall take rate is already approximately 20-25%.

⁷ Including the approximately Identified Class Member accounts and the submitted claims to date,

1	The deadline for Class Members to opt-out or object is May 20, 2015. As of April 14,		
2	2015, only 65 persons have asked to be excluded, and just two objections have been submitted. ⁸		
3	(Simmons Decl., ¶¶ 34-35)		
4	VI. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT		
5	A. The Class Action Settlement Approval Process		
6	Judicial proceedings under Federal Rule of Civil Procedure 23 have led to a defined three-		
7	step procedure for approval of class action settlements:		
8 9	(1) Certification of a settlement class and preliminary approval of the proposed settlement after submission to the Court of a written motion for preliminary approval.		
10	(2) Dissemination of notice of the proposed settlement to the affected class members.		
11 12	(3) A formal fairness hearing, or final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement are presented.		
13	See Manual for Complex Litigation, Fourth (Fed. Jud. Center 2004), §§ 21.63 et seq.		
14	In granting preliminary approval of the Settlement and ordering that notice be disseminated to the		
15	Class, the Court has taken the first two steps in the process. Docket No. 118. By this motion,		
16	Plaintiffs respectfully request that the Court take the third and final step in the settlement approval		
17	process by granting final approval of the proposed Settlement.		
18	B. The Settlement is Fair, Reasonable and Adequate and Should be Approved		
19	The law favors the compromise and settlement of class action suits. See, e.g., Byrd v.		
20	Civil Serv. Comm'n., 459 U.S. 1217 (1983); Churchill Village, LLC v. Gen. Elec., 361 F.3d 566,		
21	576 (9th Cir. 2004); Officers for Justice v. Civil Serv. Comm'n, 688 F.2d 615, 625 (9th Cir. 1982)		
22	("[V]oluntary conciliation and settlement are the preferred means of dispute resolution. This is		
23	especially true in complex class action litigation.").		
2425	the current take rate is already approximately 20-25% (assuming approximately 8 million Class Members), and could be higher depending on the extent of overlap between the claimants and the		
2627	Identified Class Members. 8 The final numbers of claims, opt-outs, and objections will be reported to the Court in advance of the Fairness Hearing. Pursuant to the procedure established by the Court in the Preliminary Approval Order, Plaintiffs and Class Counsel will address in their reply papers any timely objections that may be submitted before the May 20, 2015 objection deadline. <i>See</i> Docket No.		
28	118 at ¶ 30.		

In weighing final approval of a class settlement, the Court's role is to determine whether the settlement, taken as a whole, is fair, adequate, and reasonable. *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)). The Ninth Circuit has established a list of factors to consider when assessing whether a proposed settlement is fair, reasonable and adequate: (1) the strength of the plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the benefits offered in the settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. *See Churchill Village*, 361 F.3d at 575; *Hanlon*, 150 F.3d at 1026.

Application of these factors here supports the conclusion that the Settlement is fundamentally fair, reasonable, and adequate, and should be finally approved.

1. The Strength of Plaintiffs' Case and the Risk, Expense, Complexity, and Likely Duration of Further Litigation

The proposed Settlement here appropriately balances the costs, risks, and likely delay of further litigation, on the one hand, against the benefits provided, on the other hand. *See* 4 *Newberg on Class Actions* § 11:50 at 155 ("In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.").

Plaintiffs and the Class here face significant risks if the litigation were to continue.

Among other risks, Defendants have filed motions to compel arbitration in each of the underlying cases. Obviously, if those motions were successful, it would spell the end of the litigation.

Moreover, both liability and damages remain disputed. Among other arguments and defenses that Defendants have asserted and/or indicated they will assert are: (a) Class Members' purchase decisions were not motivated by, or exclusively by, the representations about the "unlimited" data plan; (b) TracFone's service agreements permitted the conduct at issue; (c) TracFone's service

⁹ Consumers would be faced to pursue their individualized claims through arbitration, unlikely given the small damages suffered by each Class Member.

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plans are less expensive than comparable plans available in the market; and; (d) Plaintiffs and the class members cannot demonstrate that they have been harmed.

While Plaintiffs believe that they can overcome these defenses, they are indicative of the risks and hurdles that Plaintiffs and the Class face should this matter proceed in litigation. The proposed Settlement provides considerable monetary and injunctive relief for the Class Members while allowing them to avoid the risks of unfavorable, and in some cases dispositive, rulings on these and other issues.

The Settlement also provides the Class Members with another significant benefit that they could not receive if they proceeded to trial—prompt relief. Proceeding to trial could add years to the resolution of this action, given the legal and factual issues raised and likelihood of appeals. Prompt relief is particularly critical in this case. Due to the nature of TracFone's no-contract services, the more time that passes, the more difficult it will be to get Class Members relief as the members of the Class become more and more difficult to identify.

2. The Risk of Maintaining Class Action Status Throughout the Trial

Defendants do not concede that a nationwide class trial in this case would be manageable, and have made clear that they would likely oppose a motion for class certification on that basis. While Plaintiffs believe that they would have a strong argument for certifying a litigation class, obtaining and maintaining class action status throughout the trial is always a challenge, and is far from guaranteed, in a complex case like this one.

3. The Benefits Offered in the Settlement

The Settlement provides substantial, valuable relief to the Class, including both substantial monetary relief and important conduct changes that will protect millions of Class Members and other consumers going forward.

a. Strong Monetary Relief

The \$40 million Settlement Fund, from which Class Members will be paid, represents a strong monetary result for the Class given the harm alleged and the substantial risks of ongoing litigation. All Class Members who submit timely and valid claims, as well as all Identified Class Members (*i.e.*, Class Members for whom TracFone has a mailing address, whether or not they

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submit a claim) will be sent payments. Based on the provision in the Settlement for automatic payment to Identified Class Members, and the number of claims submitted to date, it is expected that the *full* amount of net settlement funds (*i.e.*, the \$40 million, less Administrative Costs) will be sent to Valid Claimants as part of an initial distribution, with at least 20 percent (or even more) of Class Members receiving payments. Moreover, to the extent funds remain in the Settlement Fund (*e.g.*, due to uncashed checks), the Settlement provides for a secondary distribution to Valid Claimants as long as the residual amounts are sufficient to make such secondary distribution practical. None of the Settlement Fund will revert to Defendants. (Settlement, § IV.B.5 & 6)

To put the \$40 million amount in perspective, the average cost of a monthly "unlimited" service plan from TracFone during the Class Period was approximately \$45.00. Assuming Plaintiffs were to overcome the numerous pre-trial obstacles in this Action, prevail at trial and on an inevitable appeal, and ultimately recover damages equal to the full cost of one month of service for each of the approximately 8 million Class Members, then the total class damages in that scenario would be approximately \$360 million. While Plaintiffs believe they would have a credible basis for seeking twice that amount at trial (*i.e.*, the cost of two months of service), Defendants argue that Class Members were on notice of TracFone's policies the first month their service was affected, and could have discontinued their no-contract service plans at that time. Thus, there is uncertainty regarding whether Plaintiffs could have recovered more than one full month's charge per Class Member even in the proverbial "home run" scenario.

Defendants further argue that any damages would have to be limited to reflect the fact that Class Members' plans included three services—talk, text, and data—and that TracFone's throttling and suspension practices only affected one of the three services (data). If accepted by the fact finder, this argument could reduce damages by as much as two-thirds (*i.e.*, to \$120 million if one month of service is the starting point).

Defendants also argue that even for the data portion, Class Members got some of what they paid for—*i.e.*, data service for the period of the month before they were throttled or suspended. Defendants have argued, the throttling and suspension typically occurred in the latter part of the service month. However, if on average customers were throttled in the middle of the

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27 28 month, this could cut in half the amount claimed for any one-month's throttling (resulting in a \$60 million recovery at trial, if the \$120 million starting point referenced above was accepted).

While Plaintiffs do not agree with them, TracFone's damages arguments present significant risks to recovering two full months' service charges. Even before these arguments are considered, the \$40 million Settlement Fund represents a substantial amount. When the possibility of Defendants prevailing on some or all of its damages arguments is considered, it is clear that \$40 million represents a very strong monetary result for the Class, particularly in light of the arbitration issue and other litigation risks in this case.

Further, the Settlement provides for the payment of Class Counsel's attorneys' fees and costs on top of the Settlement Fund. By contrast, if the case were litigated to trial, most or all of Class Counsel's fee would likely come out of whatever class damages were recovered, which would reduce the actual payments to the Class Members accordingly.

b. **Important Practice Changes**

In addition to the monetary relief, the Settlement also provides for important, industryleading practice changes that are well-tailored to the claims in this action and will benefit and protect millions of Class Members and other consumers going forward. Among other things, TracFone has agreed to improve and replace its advertising and packaging to clearly and prominently disclose its restrictions on the amount and speed of mobile data in its "unlimited" plans, and to adopt customer service measures to ensure that customers receive accurate information about the policies at issue. See supra section III.B.2. This injunctive relief has significant value.

4. The Extent of Discovery and the Stage of Proceedings

For this factor, courts look to whether the parties have sufficient information to make an informed decision with respect to the settlement. See In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 459 (9th Cir. 2000).

The Settlement here is informed by Plaintiffs' extensive investigation and discovery regarding the legal and factual issues in the Action. Before filing suit, Class Counsel conducted a thorough investigation, including reviewing and analyzing TracFone's marketing materials and

packaging, making multiple in-store visits, reviewing TracFone's purported terms of service and the methods by which such terms were communicated to consumers, and speaking with numerous customers about their experiences with TracFone products. Moreover, Class Counsel have conducted extensive ongoing factual investigation and legal research regarding the issues in the Action. Further, Class Counsel have taken significant formal discovery in this Action, including reviewing thousands of documents produced by Defendants (including internal correspondence and documents regarding TracFone's marketing of "unlimited" plans and relevant policies and the development and implementation of the throttling and other practices at issue), reviewing and analyzing pertinent TracFone customer and sales data, and deposing four senior TracFone employees about the issues in the Action. Sobol Decl., ¶¶ 5-7; Hattis Decl., ¶¶ 9-12; Yanchunis Decl., ¶¶ 10-15. Accordingly, Plaintiffs and their counsel had sufficient information to make an informed decision about the Settlement and to determine that it represented a favorable and fair result for the Class.

5. The Experience and Views of Counsel

The recommendation of experienced plaintiffs' counsel weighs in favor of granting final approval and creates a presumption of reasonableness. *Knight v. Red Door Salons, Inc.*, 2009 U.S. Dist. LEXIS 11149, at *11 (N.D. Cal. Feb. 2, 2009); *see also Linney v. Cellular Alaska Partnership*, 1997 U.S. Dist. LEXIS 24300, *15-17 (N.D. Cal. July 18, 1997). "Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Class Counsel here have extensive experience litigating and settling consumer class actions and other complex matters, including cases involving false and misleading advertising and unfair business practices, ¹⁰ and they have conducted an extensive investigation into the factual and legal issues raised. The fact that qualified and well-informed counsel endorse the Settlement as being fair, reasonable, and adequate weighs heavily in favor of the Court approving the Settlement.

¹⁰ Sobol Decl., ¶¶ 2-4, 12-21; Hattis Decl., ¶¶ 3-8; Yanchunis Decl., ¶¶ 1-8.

6. The Presence of a Government Participant

The Settlement here was vetted by FTC personnel, further supporting its reasonableness and adequacy. Moreover, notice has been issued to numerous governmental agencies pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, and to date no governmental entity has raised objections or concerns about the proposed Settlement.

7. The Reaction of the Class

The reaction of the Class has been very positive to date, providing further support for the conclusion that the Settlement is fair, reasonable and adequate. The deadline for Class Members to submit claims is June 19, 2015. As of April 16, more than 350,000 claims have already been submitted. (Simmons Decl., ¶¶ 31-33)

The deadline for Class Members to opt-out or object is May 20, 2015. In contrast to the hundreds of thousands of claims that have been submitted, as of April 14, 2015, only 65 persons have requested to be excluded from the Class, and just two objections have been submitted. (Simmons Decl., ¶¶ 34-35) This very positive reaction further supports the reasonableness of the proposed Settlement. *See*, *e.g.*, *Churchill Village*, 361 F.3d at 577 (upholding district court's approval of class settlement with 45 objections and 500 opt-outs for a class of 150,000).

8. Lack of Collusion Between the Parties

"Before approving a class action settlement, the district court must reach a reasoned judgment that the proposed agreement is not the product of fraud or overreaching by, or collusion among, the negotiating parties." *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1290 (9th Cir. 1992). Where a settlement is the product of arms-length negotiations conducted by capable and experienced counsel, the court begins its analysis with a presumption that the settlement is fair and reasonable. *See* 4 *Newberg* § 11.41; *In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, at *32 (C.D. Cal. June 10, 2005); *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980).

The Settlement submitted for the Court's consideration here is the product of arms-length negotiations between the parties and their well-qualified counsel, was informed by Class

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1	Counsel's extensive discovery and investigation, and was negotiated with the assistance of an		
2	experienced and well-respected mediator, Eric Green of Resolutions, LLC.		
3	VII. CONCLUSION		
4	For the foregoing reasons, Plaintiffs respectfully request that the Court enter an Order		
5	granting final approval of the Settlement.		ent.
6			
7	Dated:	April 20, 2015	By: <u>/s/Michael W. Sobol</u>
8			Michael W. Sobol Roger N. Heller
9			LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29 th Floor
10			San Francisco, CA 94111-3336 Telephone: (415) 956-1000
11			Daniel M. Hattis
12	HATTIS LAW 2300 Geng Road, Suite 200		2300 Geng Road, Suite 200
13			Palo Alto, CA 94303 Telephone: (650) 980-1990
1415			Class Counsel and Attorneys for Plaintiffs in Hansell, Gandhi, and Blagmoor
16			John A. Yanchunis
17			J. Andrew Meyer MORGAN & MORGAN
18			COMPLEX LITIGATION GROUP 201 North Franklin Street, 7th Floor
19			Tampa, FL 33602 Telephone: (813) 223-5505
20	Class Counsel and Attorneys for Plaintiff in Browning		
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1 2 3 4 5 6 7		
8	UNITED STATES	DISTRICT COURT
9	NORTHERN DISTRI	ICT OF CALIFORNIA
0	SAN FRANCI	SCO DIVISION
1	IN RE TRACFONE UNLIMITED SERVICE	Lead Case No. 13-cv-03440-EMC
2	PLAN LITIGATION) Consolidated Cases:
3) 13-cv-05295-EMC) 13-cv-05296-EMC
4		14-cv-01347-EMC
5		DECLARATION OF RICHARD W. SIMMONS
6)
7		Judge: Hon. Edward M. Chen
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DECLARATION OF RICHARD W. SIMMONS Case Nos. 13-cv-3440, 13-cv-05295, 13-cv-05296, and 14-cv-01347		

I, Richard W. Simmons, declare:

- I am the President of Analytics Consulting LLC ("Analytics"), a firm in Chanhassen,
 Minnesota, that provides consulting services relating to the design and implementation of class action settlements and consumer redress programs.
- 2. I am over 21 years of age, am not a Class Member in this matter, and I have personal knowledge of the facts herein. If called as a witness, I could and would testify competently thereto.
- 3. This declaration is based on my personal knowledge, information provided by Analytics personnel, and information provided by Analytics' media partners.
- 4. Analytics was appointed as "Settlement Administrator" by the Court pursuant to the Court's February 20, 2015 order regarding the preliminary approval of the class action settlement in this matter ("February 20, 2015 Order") and was directed to carry out all duties and responsibilities of the Settlement Administrator as specified in the Class Settlement Agreement.
 - 5. To date, Analytics' responsibilities have included:
 - a. securely receiving data from TracFone data regarding class members;
 - consolidating the data into a single database, and updating the mailing addresses
 in the data using the National Change of Address ("NCOA") database maintained
 by the United States Postal Service ("USPS");
 - c. printing and mailing the Summary Settlement Notice to Class Members for whom a mailing address was available;
 - d. emailing the Email Summary Notice to Class Members for whom an email address was available;
 - e. processing returned mail not delivered to Class Members and attempting to obtain updated address information for any Summary Settlement Notice returned without a forwarding address;
 - f. establishing and maintaining a Settlement Website that contains information about the Class Action Lawsuits and the Settlement, the Class Notice and other case documents, and the Claim Form that can be completed and submitted online;

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- g. establishing and maintaining a toll-free telephone number with message and live operator capabilities to which Class Members may refer for information about the Class Action Lawsuits and the Settlement:
- h. receiving correspondence regarding requests for exclusion and objections to the Settlement;
- forwarding inquiries from Class Members to Class Counsel for a response, if warranted;
- establishing a post office box for the receipt of Claim Forms, exclusion requests. objections, and any other correspondence; and
- k. reviewing and verifying Claim Forms.

Class Member Data

- 6. On March 4, 2015, Analytics received the Customer Data from Defendant's Counsel that was represented to include information available to TracFone regarding the TracFone accounts that were subject to Throttling, Suspension, and Services Terminated during the Class Period. The Customer Data included, for each account, information about how the service was affected, the timing thereof, and any contact information that TracFone had in its records (to the extent available. customer name, last known mailing address, and email address).
- 7. An archival copy of the Customer Data was created and the data was then imported into Analytics' claims administration system. My staff consolidated duplicate records based upon name and phone number, identifying, where there was a mailing address available, the most recent mailing address for each class member. The resulting database contained 1,902,564 unique mailing addresses.
- 8. Analytics standardized all mailing addresses to conform to USPS requirements, and then updated (where possible) mailing addresses using the National Change of Address database This resulted in Analytics updating 243,870 addresses. Once updated, the addresses were reviewed to identify instances where class member data could be further consolidated (e.g., where an old and new record converged in a single updated address). This further consolidation resulted in a final mailing database containing 1,834,683 records.

9. Analytics also analyzed the email addresses contained in the Customer Data. Analytics identified 1,529,912 unique email addresses, which were then compared against the "do not contact file" file that was provided to Analytics by TracFone to determine whether or not a notice would be emailed to the class member under the terms of the February 20, 2015 Order. 459,475 of the email addresses were found in the "do not contact file", resulting in a preliminary email notification file of 1,070,437 email addresses. This preliminary file was supplemented with email addresses that were submitted by Class Members on Claim Forms received by Analytics prior to the Notice Date and not contained in the Customer Data provided by TracFone. This resulted in a final email notification file of 1,133,253 email addresses.

Mailing of the Summary Settlement Notice

- 10. On or before March 21, 2015, Analytics caused the Summary Settlement Notice to be printed and mailed by First-Class U.S. Mail, proper postage prepaid, to the 1,834,683 class members whose mailing addresses were contained in Customer Data, as updated above. A copy of the Summary Settlement Notice as mailed is attached hereto as **Exhibit A**.
- 11. Following this mailing, Analytics received returned mail from the USPS. 26,854
 Summary Settlement Notices were returned with forwarding addresses from the USPS. These
 Summary Settlement Notices were promptly re-mailed to the designated forwarding address.
- 12. In addition, 152,069 Summary Settlement Notices were returned as undeliverable without a forwarding address. For these class members, Analytics is conducting address searches using commercially available "skip trace" databases. Based on these address searches, 54,542 addresses have been updated to date, address research is continuing, and Analytics is re-mailing the Summary Settlement Notices to the updated addresses as they become available.
- 13. Analytics continues to receive returned mail from the USPS, which will be processed as identified above.

Emailing of the Email Summary Notice

14. After the Court entered the February 20, 2015 Order, Analytics undertook substantial technical efforts to ensure the deliverability of the Email Summary Notice to Class Members. Based upon e-commerce best practices, these efforts included:

- a. Working with TracFone to update their Domain Name System ("DNS") registration to indicate that Analytics' systems were authorized to send email on behalf of the tracfone.com domain.
- b. Establishing DomainKeys Identified Mail ("DKIM") records to associate the tracfone.com domain with the emails containing the Email Summary Notice. In this way, each email could be digitally signed so that recipient email servers (and email providers) could verify the validity of the email.
- 15. Beginning on March 17, 2015 and ending on March 20, 2015, Analytics caused the Email Summary Notice to be sent to the 1,133,253 email addresses identified above. Analytics' systems monitored the deliverability status of each email. In 199,196 instances, the Email Summary Notice "bounced" and was undeliverable, resulting in the delivery of 934,057 Email Summary Notices. A copy of the Email Summary Notice as emailed is attached hereto as **Exhibit B**.

Toll-Free Telephone Number

- 16. On January 28, 2015, in order to accommodate inquiries regarding the Federal Trade Commission filing and press release, Analytics made operational a telephone number, 1 (855) 312-3327, with an Interactive Voice Response ("IVR") system in both English and Spanish. The IVR system also provided callers with the ability to speak to a live operator in English or Spanish during business hours or to leave a message during non-business hours.
- 17. On or about February 20, 2015, Analytics updated the IVR and call center scripts to reflect the preliminary approval of the class action settlement. This provided callers with the ability to listen to important information about the Settlement and to request a copy of the Claim Form and Full Notice 24 hours a day, 7 days a week. The IVR system continued to provide callers with the ability to speak to a live operator in English or Spanish during business hours or leave a message during non-business hour. Analytics has and will continue to maintain and update the IVR throughout the administration of the Settlement.
- 18. To date we have received 29,270 calls to the Call Center (162 in Spanish), of which 3,852 (13%) have requested to speak to an agent.

Email Support

19. In order to provide another channel for class members to access information regarding the settlement, Analytics established a dedicated email address (info@PrePaidPhoneRefund.com). Each email to this address is archived, assigned a unique tracking number, and assigned to a trained call center agent.

20. As of April 12, 2015, Analytics has received (and responded to when appropriate) 6,342 emails.

Settlement Website

- 21. On January 28, 2015, following the Federal Trade Commission filing and press release, my staff developed and made available a dedicated "Settlement Website" (www.PrepaidPhoneRefund.com) in both English and Spanish where consumers could download a Claim Form and securely submit claims online. The Settlement Website is accessible 24 hours per day, seven days per week. The Settlement Website address linked to from the Federal Trade Commission website (FTC.gov) and was cited in the Federal Trade Commission press release and published materials.
- 22. On or about February 20, 2015, Analytics updated the Settlement Website to reflect the preliminary approval of the settlement. The Settlement Website, as updated, provided Class Members with the opportunity to securely submit claims online and to obtain additional information and documents about the litigation and the settlement. The Settlement Website address was cited in all published and sent notice materials.
 - 23. By visiting the Settlement Website, class members are able to:
 - a. Submit claims by either:
 - i. downloading a PDF of the Claim Form; or,
 - ii. submit a claim online
 - b. Read key information about the settlement including, without limitation:
 - i. class members' rights and options;
 - ii. important dates and deadlines; and
 - iii. answers to Frequently Asked Questions ("FAQs").
 - c. Read and download important case documents, including the:

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- i. Long Form Class Notice;
- ii. Claim Form and Instructions;
- iii. Class Settlement Agreement;
- iv. Preliminary Approval Order; and
- v. the Class Action Complaints.
- 24. The Settlement Website conforms to a number of key e-commerce best practices:
 - a. The top section of the home page, most prominent on lower resolution monitors, includes a summary message about the settlement ("Prepaid Phone Refund: If you were a Straight Talk, Net10, Simple Mobile, or Telcel America customer, you may be eligible for a refund from a class action settlement") along with a prominent orange button labeled "File Your Claim". This orange button is outside the color scheme of the page (black, gray, and white), making it especially prominent.
 - b. Home page content was simplified and streamlined so that specific prominent language, and graphic images, direct class members to specific content areas:
 - File Your Claim: "If you were a Straight Talk, Net10, Simple Mobile, or Telcel America customer, you may be eligible for a refund from a class action settlement"
 - ii. Frequently Asked Questions: "Learn How This Settlement Affects Your Rights and Get Answers to Your Questions About the Settlement"
 - iii. Important Deadlines: "Important Settlement Deadlines That Will Affect Your Rights"
 - iv. Case Documents: "Detailed Information About the Case, Including the Settlement Agreement"
- 25. Recognizing the increasingly mobile nature of advertising and communications, and consistent with instructions in the settlement, both the Settlement Website and online claims portal

were mobile optimized, meaning they could be clearly read and used by class members visiting the website via smart phone or tablet.

- 26. True and correct copies of the Full Notice and hard copy Claim Form, which are available on the Settlement Website and to potential Class Members upon request, are attached hereto as **Exhibits C**.
- 27. Between January 28, 2015 and February 19, 2015, there were 169,476 visits (sessions) to the Settlement Website representing an estimated 145,449 unique visitors.
- 28. From February 20, 2015 to April 12, 2015, there were 1,491,015 visits (sessions) to the Settlement Website representing an estimated 1,218,452 unique visitors.
 - 29. The Settlement Website traffic is summarized in **Exhibit D**.
 - 30. 82% of visits (sessions) to the Settlement Website have been from mobile phones.

CLAIMS

- 31. Class Members have the ability to submit Claim Forms by mail or via a secure online claims portal accessible from www.PrepaidPhoneRefund.com.
- 32. As of April 16, 2015, 355,593 claim forms have been submitted, including 351,325 claim forms submitted online and 4,268 claim forms submitted by mail. Of the 355,593 claim forms submitted as of April 16, 2015, 80,586 were received between January 28, 2015 and February 19, 2015, and 275,025 were received between February 20, 2015 and April 16, 2015.
 - 33. Daily claims activity is summarized in **Exhibit E**.

REQUESTS FOR EXCLUSION

34. Class Members wishing to be excluded from the Settlement are required to do so by sending a written Request for Exclusion to the Settlement Administrator. The deadline to request exclusion is May 20, 2015. As of April 14, 2015, Analytics had received sixty-five (65) Requests for Exclusion. Pursuant to the February 20, 2015 Order, a complete list of the individuals who timely and validly request exclusion will be provided to the Court in advance of the Fairness Hearing.

OBJECTIONS

35. Class Members wishing to be object to the Settlement are required to do so by sending a written objection to the Settlement Administrator which must be postmarked no later than May 20, 2015. As of April 14, 2015, Analytics had received two (2) objections to the settlement. Pursuant to the February 20, 2015 Order, copies of all timely and valid objections and requests to appear at the Fairness Hearing will be provided to the Court in advance of the Fairness Hearing.

ESTIMATED SETTLEMENT ADMINISTRATION FEES AND EXPENSES

- 36. Analytics' fees to date are \$1,551,566, inclusive of amounts paid to media consultant HF Media. True and correct copies of Analytics' invoices to date are attached hereto as **Exhibit F**. Based upon currently available information, we project that Analytics' remaining fees will be \$2,128,978 as estimated in **Exhibit G**. Remaining fees were projected based upon actual experience associated with the distribution of the Summary Settlement Notice as well as class member response to the settlement. Significant factors impacting the estimated fees include:
 - A larger than expected number of known class members to whom the Summary
 Settlement Notice was mailed (and corresponding volume of undeliverable mail);
 - b. A greater than expected claims rate; and,
 - c. A lower than expected rate at which class members relied upon telephone support regarding the settlement (which partially offset the increases identified above).
- 37. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this day of April, 2015, at Chanhassen, Minnesota

By: dall W. Surers

RICHARD W. SIMMONS

Exhibit A

If you had a Straight Talk, Net10, Simple Mobile, or Telcel America "Unlimited" Mobile Service Plan, you may be entitled to a <u>cash refund</u> from a class action settlement.

You must file a claim to receive a cash refund. Visit www.PrepaidPhoneRefund.com to file a claim.

A federal court authorized this notice. This isn't a solicitation from a lawyer and you aren't being sued. This notice may affect your legal rights. Please read it carefully.

Si desea recibir esta notificación en Español, llámenos o visite nuestra página web.

WHAT IS THIS CASE ABOUT? Consumers have filed a class action lawsuit saying that Straight Talk, Net10, Simple Mobile, and Telcel America advertised "unlimited" wireless plans, but then slowed or cut off data service, or terminated all services, for some customers. The defendants in the case, TracFone Wireless (the owner of those four brands) and Wal-Mart, deny all liability.

WHO IS INCLUDED? You're eligible for a refund (meaning that you're a "Class Member") if you bought a Straight Talk, Net10, Simple Mobile, or Telcel America mobile service plan with "unlimited" data in the United States, and, at any time between July 24, 2009 and December 31, 2014, you had your data usage "throttled" (slowed), suspended (cut off), or had all of your services terminated by TracFone before the expiration of your service plan. If you had an "unlimited" plan, but aren't sure if your service was throttled (slowed), cut off or terminated, file a claim and the information you provide will be checked against company records to see if you're eligible.

WHAT DOES THE SETTLEMENT PROVIDE? TracFone has agreed to pay \$40 million to a settlement fund. Class Members who file valid claims ("claimants") will receive cash refunds from the fund. Refund amounts will depend on three things: the number of claimants, when you were a customer, and how your service was affected. It is expected that refunds will be at least \$2.25 to \$6.50 for claimants who had their data service "throttled," at least \$10.00 for claimants who had their data service suspended, and \$65.00 for claimants who had all of their services terminated. Actual refund amounts may be different depending on the number of claimants. The Settlement Administrator supervising the refund program will use company records and the information you provide in your Claim Form to determine your eligibility and your refund amount. TracFone also has agreed to improve its advertising and customer service as part of the settlement to make its policies clearer to customers. For more information, visit www.PrepaidPhoneRefund.com.

HOW DO I GET A REFUND? You must file a Claim Form to get a refund. There are two ways to file a Claim Form: (1)

File online, at www.PrepaidPhoneRefund.com, or (2) Print a Claim Form, available at www.PrepaidPhoneRefund.com, fill it out, and mail it (with postage) to the address listed on the Claim Form. Claim Forms must be filed online or postmarked by June 19, 2015. If you had more than one phone number with "unlimited" data from Straight Talk, Net10, Simple Mobile or Telcel America between July 24, 2009, and December 31, 2014, you should file a separate Claim Form for each phone number you had. (It's easier to file multiple claims online.)

YOUR OTHER OPTIONS. If you don't want to make a claim, and don't want to be bound by the settlement and any judgment in this case, you must send a written request to exclude yourself from the settlement, postmarked no later than May 20, 2015. If you exclude yourself, you won't get a refund through this settlement. If you don't exclude yourself and don't submit a claim, you won't receive a refund from the settlement and you will give up the right to sue Tracfone or Wal-Mart about the claims in this case. If you don't exclude yourself, you may object to the settlement or to the request for fees by the attorneys representing the Class. The detailed Class Notice, available at www.PrepaidPhoneRefund.com, explains how to exclude yourself or object.

The Court will hold a hearing in the case—*In re TracFone Unlimited Service Plan Litigation*, No. 13-cv-03440-EMC (N.D. Cal.)—on June 23, 2015 at 2:30 p.m., to consider whether to approve: (1) the settlement; (2) attorneys' fees of up to \$5 million plus reimbursement of out-of-pocket litigation costs of up to \$100,000, for the attorneys representing the Class, to be paid by TracFone in addition to the \$40 million settlement fund; and (3) service awards of \$2,500 each for the eight class representatives who represented the Class in this case. You may appear at the hearing, but you don't have to. The Court has appointed attorneys (called "Class Counsel") to represent the Class. These attorneys are listed in the detailed Class Notice. You may hire your own attorney to appear for you, but you will have to pay that attorney.

WHERE CAN I GET MORE INFORMATION? For more information, visit www.PrepaidPhoneRefund.com or call (855) 312-3327.

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Prepaid Phone Refund Settlement Administrator P.O. Box 2011 Chanhassen, MN 55317-2011

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If you had an unlimited data plan from Straight Talk, Net10, Simple Mobile, or Telcel America that was slowed, cut off or terminated before your plan expired, you could get a cash refund forminated before your plan expired, you could get a cash refund

Exhibit B

Class Action Settlement Notice

If you had a Straight Talk, Net10, Simple Mobile, or Telcel America "Unlimited" Mobile Service Plan, you may be entitled to a <u>cash refund</u> from a class action settlement.

You must file a Claim Form to receive a cash refund. To file a Claim Form, click here.

For more information, visit www.PrepaidPhoneRefund.com

Si desea recibir esta notificación en Español, llámenos visite <u>nuestra página web</u>.

WHAT IS THIS CASE ABOUT? Consumers have filed a class action lawsuit saying that Straight Talk, Net10, Simple Mobile, and Telcel America advertised "unlimited" wireless plans, but then slowed or cut off data service, or terminated all services, for some customers. The defendants in the case, TracFone Wireless (the owner of those four brands) and Wal-Mart, deny all liability.

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WHAT DOES THE SETTLEMENT PROVIDE? TracFone has agreed to pay \$40 million to a settlement fund. Class Members who file valid claims ("claimants") will receive cash refunds from the fund. Refund amounts will depend on three things: the number of claimants, when you were a customer, and how your service was affected. It is expected that refunds will be at least \$2.25 to \$6.50 for claimants who had their data service "throttled," at least \$10.00 for claimants who had their data service suspended, and \$65.00 for claimants who had all of their services terminated. Actual refund amounts may be different depending on the number of claimants. The Settlement Administrator supervising the refund program will use company records and the information you provide in your Claim Form to determine your eligibility and your refund amount. TracFone also has agreed to improve its advertising and customer service as part of the settlement to make its policies clearer to customers. For more information, visit www.PrepaidPhoneRefund.com.

HOW DO I GET A REFUND? You must file a Claim Form to get a refund. There are two ways to file a Claim Form: (1) File online, at www.PrepaidPhoneRefund.com; or (2) Print a Claim Form, available at www.PrepaidPhoneRefund.com, fill it out, and mail it (with postage) to the address listed on the Claim Form. Claim Forms must be filed online or postmarked by June 19, 2015. If you had more than one phone number with "unlimited" data from Straight Talk, Net10, Simple Mobile or Telcel America between July 24, 2009, and December 31, 2014, you should file a separate Claim Form for each phone number you had. (It's easier to file multiple claims online.)

YOUR OTHER OPTIONS. If you don't want to make a claim, and don't want to be bound by the settlement and any judgment in this case, you must send a written request to exclude yourself from the settlement, postmarked no later than May 20, 2015. If you exclude yourself, you won't get a refund through this settlement. If you don't exclude yourself and don't submit a claim, you won't receive a refund from the settlement and you will give up the right to sue Tracfone or Wal-Mart about the claims in this case. If you don't exclude yourself, you may object to the settlement or to the request for fees by the attorneys representing the Class. The detailed

Class Notice, available at www.prepartimene Recting.ed plantis flow to exclude yourself or object. The Court will hold a hearing in the case—In re TracFone Unlimited Service Plan Litigation, No. 13-cv-03440-EMC (N.D. Cal.)—on June 23, 2015 at 2:30 p.m., to consider whether to approve: (1) the settlement; (2) attorneys' fees of up to \$5 million plus reimbursement of out-of-pocket litigation costs of up to \$100,000, for the attorneys representing the Class, to be paid by TracFone in addition to the \$40 million settlement fund; and (3) service awards of \$2,500 each for the eight class representatives who represented the Class in this case. You may appear at the hearing, but you don't have to. The Court has appointed attorneys (called "Class Counsel") to represent the Class. These attorneys are listed in the detailed Class Notice. You may hire your own attorney to appear for you, but you will have to pay that attorney.

WHERE CAN I GET MORE INFORMATION? For more information, visit www.PrepaidPhoneRefund.com or call 1 (855) 312-3327.

A federal court authorized this notice. This isn't a solicitation from a lawyer. You aren't being sued.

www.PrepaidPhoneRefund.com 1 (855) 312-3327

To unsubscribe please click here

Prepaid Phone Refund Settlement Administrator PO Box 211 Chanhassen, MN 55317 Exhibit C

If you had a Straight Talk, Net10, Simple Mobile, or Telcel America "Unlimited" Mobile Service Plan, you may be entitled to a <u>cash refund</u> from a class action settlement.

A federal court authorized this notice. This isn't a solicitation from a lawyer and you aren't being sued.

- A settlement has been reached in four class action lawsuits about "unlimited" mobile service plans from Straight Talk, Net10, Simple Mobile, and Telcel America.
- The lawsuits claim that Straight Talk, Net10, Simple Mobile, and Telcel America advertised "unlimited" data plans, but then slowed or cut off data service, or terminated all services, for some customers. The defendants in the case are TracFone Wireless, which owns those four brands, and Wal-Mart. TracFone and Wal-Mart deny all liability and deny that they have violated any laws. The Court hasn't decided whether TracFone or Wal-Mart did anything wrong.
- As a result of the settlement, TracFone has agreed to pay \$40 million to a settlement fund. Eligible consumers will be able to file claims for cash refunds TracFone also has agreed to improve its advertising and customer service as part of the settlement.
- You may be eligible for a cash refund if you file a claim. Further details about whether you qualify and how to file a claim are provided below in this notice.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

SUMMARY OF YOUR OPTIONS AND LEGAL RIGHTS IN THIS SETTLEMENT		
This is the only way for you to get a refund under the settlement. You can claim online at www.PrepaidPhoneRefund.com , or you can file a claim by using the Claim Form at the end of this notice. The deadline to file a cla June 19, 2015. See Question 10 below.		
EXCLUDE YOURSELF FROM THE SETTLEMENT	You <u>won't</u> receive a refund from the settlement. This is the only option that allows you to retain your right to bring any other lawsuit against TracFone or Wal-Mart about the claims in this case. The postmark deadline to exclude yourself is May 20, 2015. See Question 17 below.	
DO NOTHING	You <u>won't</u> receive a refund from the settlement. You will be giving up rights to be part of any other lawsuit or to make any other claim against TracFone or Wal-Mart about the claims in this case. See Question 21 below .	
OBJECT TO THE SETTLEMENT	Write to the Court if you don't like the settlement. The postmark deadline to send an objection is May 20, 2015. See Question 19 below.	
ATTEND THE HEARING	Ask to speak in Court about the fairness of the settlement. The deadline to send a notice of intent to appear at the hearing is May 20, 2015. See Question 26 below .	

- These rights and options, and the deadlines to exercise them, are explained in this notice.
- The Court in this case still has to decide whether to approve the settlement. Eligible consumers who file claims will get refunds if the Court approves the settlement and after any appeals are resolved. Please be patient.

For more information, read on or visit www.PrepaidPhoneRefund.com

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed settlement of these class action lawsuits and about all of your options before the Court decides whether to give final approval to the settlement. This notice explains the lawsuits, the settlement, and your legal rights.

The United States District Court for the Northern District of California is overseeing this case. The four class action lawsuits included in the proposed settlement are:

- Hansell v. TracFone Wireless, Inc., et al., Case No. 13-cv-03440
- Gandhi v. TracFone Wireless, Inc., Case No. 13-cv-05296
- Blaqmoor v. TracFone Wireless, Inc., Case No. 13-cv-05295
- Browning v. TracFone Wireless, Inc., et al., Case No. 14-cv-01347

These four lawsuits have been combined, for purposes of the settlement, in a single case called In re TracFone Unlimited Service Plan Litigation, Case No. 13-cv-03440-EMC (N.D. Cal.).

2. What are these lawsuits about?

The lawsuits claim that Straight Talk, Net10, Simple Mobile, and Telcel America advertised "unlimited" data plans, but then slowed or cut off data service, or terminated all services, for some customers. The "Defendants" are TracFone Wireless (which owns those four brands) and Wal-Mart.

The customers who filed the lawsuits are called the "Plaintiffs" or "class representatives." The complaints filed in the lawsuits, which are available at www.PrepaidPhoneRefund.com, contain all of the allegations and claims asserted against the Defendants in each of the lawsuits.

3. How do TracFone and Wal-Mart respond to the allegations?

TracFone and Wal-Mart maintain that they haven't violated any laws and that any throttling, suspension, or termination of data services was done in accordance with the terms of service governing all unlimited service plans. In addition, TracFone and Wal-Mart believe that they have other valid defenses, including waiver, estoppel, and that customers suffered no compensable damages. TracFone and Wal-Mart also assert that the claims in the lawsuits are subject to arbitration, rather than adjudication in a court.

4. Has the Court decided who is right?

No. The Court hasn't decided which of the parties, Plaintiffs or Defendants, is right.

5. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of the people who have claims similar to the class representatives are members of the "Class," except for those who exclude themselves.

6. Why is there a settlement?

The Court hasn't decided in favor of either Plaintiffs or Defendants. Instead, both sides agreed to the settlement. By agreeing to the settlement, the parties avoid the costs and uncertainty of a trial, and class members receive the benefits described in this notice. The class representatives and the attorneys appointed to represent the class (called "Class Counsel") believe that the settlement is in the best interest of those affected. The settlement in these class action lawsuits is being administered in conjunction with a settlement between TracFone and the Federal Trade Commission regarding similar issues.

WHO IS IN THE SETTLEMENT?

7. Who is included in the settlement?

You are a "Class Member" if you purchased a Straight Talk, Net10, Simple Mobile, or Telcel America wireless service plan with "unlimited" data in the United States, and, at any time between July 24, 2009 and December 31, 2014, at TracFone's request, your data usage was "throttled" (slowed), suspended (cut off), or all of your services were terminated before the expiration of your service plan.

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Defendants are excluded from the Class as well as any entity in which either of the Defendants has a controlling interest, along with Defendants' legal representatives, officers, directors, assignees, and successors. Also excluded from the Class is any judge to whom this action is assigned, together with any relative of such judge, and the spouse of any such persons.

If you were a Straight Talk, Net10, Simple Mobile, or Telcel America "unlimited" plan customer but are unsure whether you meet the other eligibility criteria, file a claim and the Settlement Administrator supervising the refund program will use the information you provide on the Claim Form to confirm your eligibility for a refund.

You may contact the Settlement Administrator, at (855) 312-3327, if you have any questions about whether you are a Class Member.

THE SETTLEMENT'S BENEFITS

8. What benefits does the settlement provide?

As part of the settlement, TracFone has agreed to pay \$40 million to a settlement fund. Eligible consumers who file valid claims will get cash refunds. For details about how to claim a cash refund and about how refunds will be calculated, see Ouestions 9-12 below.

As part of the settlement, TracFone also has agreed to improve its advertising and customer service to make clearer to customers its throttling and related policies and their impact on customers' mobile service. See Question 15 below. The Settlement Agreement, available at www.PrepaidPhoneRefund.com, includes all of the details about the improvements TracFone has agreed to make.

9. How do I get a cash refund?

To get a cash refund, you must file a valid <u>Claim Form</u>. See Question 10 below, for instructions on how to file a Claim Form. Only eligible people will get refunds.

If you were a Straight Talk, Net10, Simple Mobile, or Telcel America "unlimited" plan customer but are unsure whether you meet the other eligibility criteria, file a claim and the Settlement Administrator supervising the refund program will use the information you provide on the Claim Form to confirm your eligibility for a refund.

10. How do I file a Claim Form and what is the deadline?

You have two options for filing a Claim Form:

- Online: You can file a Claim Form online at www.PrepaidPhoneRefund.com
- By mail: You can print and fill out the Claim Form that is attached at the back of this notice, and mail your completed Claim Form (with postage) to: Prepaid Phone Refund, Settlement Administrator, P.O. Box 2011, Chanhassen, MN 55317-2011

You must follow the instructions and provide all of the required information on the Claim Form.

Claim Forms filed online must be filed by June 19, 2015. Claim Forms filed by mail must be postmarked by June 19, 2015. If you fail to file online or postmark a Claim Form by June 19, 2015, your claim will be rejected.

11. What happens after a Claim Form is filed?

The Settlement Administrator supervising the refund program will use company records and the information you provide on your Claim Form to determine your eligibility for a refund and your refund amount. If the Settlement Administrator needs more information, it may contact you directly.

12. How will refund amounts be calculated?

Refund amounts will depend on three things: how many people file valid claims, when you were a customer, and how your service was affected.

The refund amount for each consumer with a valid claim will depend on which "Category" they are in on the below Payment Calculation Chart. The Categories are further explained below. <u>You don't need to choose a Category</u>. The Settlement Administrator will use company records and the information you provide on your Claim Form to determine which Category you are in.

It is expected that valid claimants will receive at least the Minimum Amount listed for their Category in the below Payment Calculation Chart. If the total of all of the payments to valid claimants, as calculated using the Minimum Amounts below,

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would not use up all of the money in the settlement fund, the refund amounts will be increased as follows: (a) first, refund amounts for Category 1 valid claims will be increased until they are equal to the refund amounts for Category 2 valid claims; and then: (b) refund amounts for all four Categories will be increased proportionately, on a *pro rata* basis, up to the Maximum Amounts listed in the below Payment Calculation Chart.

If the records show that a valid claim falls within more than one Category, the highest number Category will be used to calculate the refund amount for that claim. For example, if a valid claim is in Category 2 and Category 3, it will be treated as Category 3 for purposes of calculating the refund amount.

Payment Calculation Chart

Category	Minimum Amount	Maximum Amount
Category 1	\$2.15	\$45.00
Category 2	\$6.50	\$45.00
Category 3	\$10.00	\$45.00
Category 4	\$65.00	\$65.00

Explanation of Categories

Generally, Categories 1 and 2 include Class Members whose data service was "throttled" (slowed); Category 3 includes Class Members whose data service was suspended (cut off); and Category 4 includes Class Members who had all of their services terminated.

The difference between Category 1 and Category 2 has to do with whether the customer had their data service "throttled" (slowed) before or after October 27, 2013. That date is based on the approximate timing of disclosure changes that TracFone made about "unlimited" plans.

Category 1

Class Members who bought a Straight Talk, Net10, Simple Mobile, or Telcel America brand wireless service plan with "unlimited" data and whose data services were throttled (slowed) at TracFone's request between October 28, 2013 and December 31, 2014.

Category 2

Class Members who bought a Straight Talk, Net10, Simple Mobile, or Telcel America brand wireless service plan with "unlimited" data and whose data services were throttled (slowed) at TracFone's request between July 24, 2009 and October 27, 2013.

Category 3

Class Members who bought a Straight Talk, Net10, Simple Mobile, or Telcel America brand wireless service plan with "unlimited" data and whose data services were suspended (cut off) at TracFone's request between July 24, 2009 and December 31, 2014.

Category 4

Class Members who purchased a Straight Talk, Net10, Simple Mobile, or Telcel America brand wireless service plan with "unlimited" data and who had all of their services terminated at TracFone's request between July 24, 2009 and December 31, 2014.

You don't need to choose a Category. The Settlement Administrator supervising the refund program will use company records and the information you provide in your Claim Form to determine which Category you are in and to calculate your refund amount. Please note that for Class Members who had Simple Mobile unlimited plans prior to May 2013, TracFone does not have sufficient data to tell whether their service was throttled, suspended, or terminated. Valid claimants in this group will be designated as Category 1 or Category 2, depending on their dates of service.

13. Can I file more than one claim?

Yes. If you had more than one phone number with "unlimited" data from Straight Talk, Net10, Simple Mobile, or Telcel America between July 24, 2009, and December 31, 2014, you can file a separate Claim Form for each phone number you had. (It's easier to file multiple claims online at www.PrepaidPhoneRefund.com).

14. When will I receive a refund payment?

Class members who file valid claims will be sent refund payments if the Court grants final approval to the settlement and after any appeals are resolved. Please be patient.

15. What practice changes are included in the settlement?

As part of the settlement, TracFone has also agreed to improve its advertising and customer service to make clearer to customers its throttling and related policies and their impact on customers' mobile service. These improvements include better disclosures in TracFone's marketing and packaging about TracFone's throttling policies, high-speed data caps, and the impact throttling has on customers' services. They also include improvements to TracFone's customer service operations to ensure that the throttling policies and their impact are more clearly disclosed to customers, and other steps to ensure that customers are better informed about the policies, how they can monitor their data usage, and about their choices. The Settlement Agreement, available at www.PrepaidPhoneRefund.com, includes all of the details about the improvements that TracFone has agreed to make.

16. What am I giving up to stay in the Class?

If you don't exclude yourself from the Class by following the process for excluding yourself explained in Question 17, you may make a claim for a refund, but you cannot sue, continue to sue or be part of any other lawsuit against TracFone or Wal-Mart about the issues in this case. It also means that all of the decisions by the Court will apply to you. The Settlement Agreement, available at www.PrepaidPhoneRefund.com, describes all of the claims you are releasing (giving up) by staying in the Class.

EXCLUDING YOURSELF FROM THE CLASS

If you don't want to make a claim for a refund, and you want to keep the right to sue TracFone or Wal-Mart on your own about the issues in this case, then you must take steps to exclude yourself from the Class. This is sometimes referred to as "opting out" of the Class. If you exclude yourself, you are no longer a Class Member and won't get a refund through this settlement.

17. How do I exclude myself from the Class?

If you don't want to be in the Class, you may exclude yourself by writing to the Settlement Administrator. Your request must include the following:

- Your full name, address and telephone number;
- A statement that you want to be excluded from the settlement in <u>In re TracFone Unlimited Service Plan Litigation</u>;
 and
- Your signature

You must mail your exclusion request, **postmarked by May 20, 2015**, to: Prepaid Phone Refund, Settlement Administrator, P.O. Box 2011, Chanhassen, MN 55317-2011

18. If I don't exclude myself, can I sue TracFone or Wal-Mart for the same thing later?

No. Unless you exclude yourself, you give up the right to sue TracFone or Wal-Mart about the issues in this case.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

19. How do I tell the Court if I don't like the settlement?

If you are in the Class and don't exclude yourself, you can object to any part of the settlement, the settlement as a whole, Class Counsel's request for attorneys' fees and expenses, and/or the request for service awards for the class representatives. To object, you must send a letter that includes the following:

- The name of this case, which is <u>In re TracFone Unlimited Service Plan Litigation</u>, No. 13-cv-03440-EMC (N.D. Cal.);
- Your full name, address and telephone number;

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- An explanation of the basis upon which you claim to be a Class Member, including: (a) the brand(s) (Straight Talk, Net10, Simple Mobile, or Telcel America) of your mobile service that you believe may have been subject to throttling, suspension, or termination; (b) your mobile telephone number(s) for the brand(s); and (c) the approximate time period when you had that mobile service;
- All grounds for your objection, accompanied by any legal and factual support;
- Whether you are represented by counsel, and if so the identity of such counsel;
- A statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing;
- The identity of any counsel who will appear at the Fairness Hearing on your behalf;
- A list of any witnesses you will call to testify, or any documents or exhibits you will use, at the Fairness Hearing;
- Your signature (an attorney's signature is not sufficient).

To be considered, your objection must be mailed to: Prepaid Phone Refund, Settlement Administrator, P.O. Box 2011, Chanhassen, MN 55317-2011, **postmarked no later than May 20, 2015**.

If you don't send a timely or complete objection, you will waive all objections to the settlement, and won't be allowed to object to the settlement at the Fairness Hearing or otherwise.

20. What's the difference between objecting to the settlement and excluding myself from the Class?

You object to the settlement when you wish to remain a Class Member and be subject to the settlement, but disagree with some aspect of the settlement. An objection allows your views to be heard in Court.

In contrast, excluding yourself from the Class means that you are no longer a Class Member and don't want the settlement to apply to you. Once excluded, you lose any right to receive a refund from the settlement or to object to any aspect of the settlement because the case no longer affects you.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, don't expect to receive any refund from the settlement. Some limited number of Class Members for whom TracFone has valid address information may be automatically deemed to have filed a claim, but you should <u>not</u> assume that you will get any refund if you don't file a valid Claim Form. The only way to ensure you are eligible for a refund is if you file a valid Claim Form.

If you do nothing, you will be giving up your rights to be part of any other lawsuit or make any other claim against TracFone or Wal-Mart about the issues in this case. The Settlement Agreement, available at www.PrepaidPhoneRefund.com, describes all of the claims you are releasing (giving up) by remaining in the Class.

THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer representing me in this case?

Yes. The Court has appointed lawyers to represent the Class. They are called "Class Counsel." You won't be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. The lawyers appointed as Class Counsel are:

Michael W. Sobol Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, California 94111 Daniel M. Hattis Hattis Law 2300 Geng Road, Suite 200 Palo Alto, California 94303

John A. Yanchunis, Sr. J. Andrew Meyer Morgan & Morgan Complex Litigation Group 201 N. Franklin Street, 7th Floor Tampa, Florida 33602

The Court has also appointed plaintiffs David Hansell, Edward Tooley, Christopher Valdez, Mona Gandhi, Marisha Johnston, Marshall Tietje, Martin Blaqmoor, and John Browning as "class representatives" to represent the Class in this case.

23. How will Class Counsel be paid?

Class Counsel intends to ask the Court to award attorneys' fees of up to \$5 million, plus reimbursement of their out-of-pocket litigation expenses of up to \$100,000.

Class Counsel will also ask the Court to award service of awards of \$2,500 each to the eight class representatives, to compensate them for their commitment and efforts on behalf of the Class in this case.

The Court will determine the amount of attorneys' fees, expenses, and service awards to award. Any attorneys' fees, expenses, and service awards awarded by the Court will be paid by TracFone in addition to (that is, on top of) the \$40 million settlement fund, and won't reduce the refunds to Class Members.

Class Counsel's application for attorneys' fees, expenses, and class representative service awards is available at www.PrepaidPhoneRefund.com.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing (the "Fairness Hearing") to decide whether to approve the settlement and the request for attorneys' fees, expenses and class representative service awards. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold the Fairness Hearing at June 23, 2015 at 2:30 pm, at the United States District Court for the Northern District of California, 450 Golden Gate Ave, 17th Floor, Courtroom 5, San Francisco, CA 94102. The hearing may be moved to a different date or time without notice, so check for updates at www.PrepaidPhoneRefund.com. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. The Court will also consider Class Counsel's application for attorneys' fees and expenses and for service awards for the class representatives. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the settlement. We don't know how long the decision will take.

25. Do I have to attend the hearing?

No. You don't have to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you or your personal attorney would like to attend the Fairness Hearing, you are welcome to do so at your expense. If you send a written objection, you don't have to come to Court to talk about it. As long as you send your written objection on time, to the proper address, and it complies with the requirements set forth above, the Court will consider it.

26. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intent to Appear must include the following:

- Your full name, address and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Fairness Hearing for the settlement in <u>In re TracFone Unlimited Service Plan Litigation</u>, Case No. 13-cv-03440-EMC (N.D. Cal.);
- The reasons you want to be heard;
- The name of any counsel who will be appearing on your behalf;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Fairness Hearing; and
- Your signature.

You must mail your Notice of Intention to Appear to: Prepaid Phone Refund, Settlement Administrator, P.O. Box 2011, Chanhassen, MN 55317-2011, postmarked no later than May 20, 2015.

GETTING MORE INFORMATION

27. How do I get more information?

This notice summarizes the proposed settlement. You can find more details in the Settlement Agreement. You can get a copy of the Settlement Agreement, read other key case documents, and get more information, at www.PrepaidPhoneRefund.com. You can also call (855) 312-3327 for more information. DO NOT CONTACT THE COURT.

Case3:13-cv-03440-EMC Document121-1 Filed04/20/15 Page25 of 47

Were you a Straight Talk, Net10, Simple Mobile, or Telcel America customer?

You may be eligible for a refund.

Consumers have filed a lawsuit, saying that those brands advertised "unlimited" data plans, but then slowed or cut off data service, or terminated all services, for some customers. To settle the case, TracFone Wireless, the company that owns those brands, has agreed to pay refunds to eligible consumers.

To apply for a refund, you must file this Claim Form. You can either:

- Go to www.PrepaidPhoneRefund.com and file online; or
- Print this form, fill it out, and mail it to:

Prepaid Phone Refund Settlement Administrator

P.O. Box 2011

Chanhassen MN 55317-2011

Important: The deadline to file a claim is June 19, 2015.

Your Con	tact Information			
Name				_
Address				_
City		State	ZIP	_
Email (option	al)			_
Confirmin	ng Your Eligibility			
	llowing information and th	ne Settlement Administrator will e number you had.]	determine your eligibility. Y	ou may file
Between 7/2	4/09 and 12/31/14, I ha	d a mobile service plan wit	th "unlimited" data from	:
(check one)				
	☐ Straight Talk	☐ Net10		
	☐ Simple Mobile	☐ Telcel America		
My mobile te	elephone number for t	hat brand was: ()_		_
		bile service plan? From: le: January 2010 to March 2010.)	to	
☐ The infor	mation I gave on this (Claim Form is correct to the	e best of my knowledge.	ı
Signature		Dat	e	

Instructions for Filing a Claim

Please read these instructions carefully. If you don't follow the instructions, you might not be eligible for a refund.

1. What brands are involved in this settlement?

Straight Talk, Net10, Simple Mobile and Telcel America. These brands are owned by TracFone.

2. Am I eligible for a refund?

- If you purchased a Straight Talk, Net10, Simple Mobile or Telcel America mobile wireless service plan with "unlimited" data in the United States, and, at any time between July 24, 2009 and December 31, 2014, you had your data usage "throttled" (slowed), "suspended" (cut off), or had all of your services terminated by TracFone prior to the expiration of your service plan, you are eligible for a refund under the settlement if you file a timely claim. While the Court has not yet decided whether to approve the settlement, the window to file a claim is now open. Refunds will be provided to eligible claimants if the Court approves the Settlement.
- If you purchased a Straight Talk, Net10, Simple Mobile, or Telcel America "unlimited" plan and want to apply for a refund, but are unsure whether you meet the other eligibility criteria, you should file a claim. The Settlement Administrator supervising the refund program will use the information you provide in the Claim Form to confirm your eligibility for a refund.

3. How much money can I get?

Payments will depend on three things: how many eligible people file claims, when you were a customer, and how your service was affected. The Settlement Administrator supervising the refund program will use company records and the information on your Claim Form to determine who is eligible and how much they will get. For more information, please read the Class Notice, available at www.PrepaidPhoneRefund.com.

4. Can I file more than one claim?

Yes. If you had more than one phone number with "unlimited" data from Straight Talk, Net10, Simple Mobile or Telcel America between July 24, 2009, and December 31, 2014, you can file a separate Claim Form for each phone number you had. (It's easier to file multiple claims online at www.PrepaidPhoneRefund.com).

5. How do I file a claim?

Go to www.PrepaidPhoneRefund.com and file online; or

• Print this form, fill it out, and mail it to: Prepaid Phone Refund

Settlement Administrator

P.O. Box 2011

Chanhassen MN 55317-2011

If the Settlement Administrator needs more information, you may be contacted directly. If your Claim Form is incomplete or contains false information, you may not be eligible for a refund.

6. What is the deadline for filing a claim?

The deadline to file online is June 19, 2015. If you file by mail, the postmark deadline is June 19, 2015.

7. How will my information be used?

The Settlement Administrator will use the information on this Claim Form only to determine your eligibility for a refund and to send you important notices about the settlement.

8. What is the status of the settlement and where can I get more information?

The court overseeing the class action lawsuits will review the proposed class action settlement, and has not yet decided whether to approve the settlement. Visit www.PrepaidPhoneRefund.com or call (855) 312-3327 for more information, including about your rights to opt-out of the settlement or object.

Instructions for Filing a Claim

Please read these instructions carefully. If you don't follow the instructions, you might not be eligible for a refund.

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Straight Talk, Net10, Simple Mobile and Telcel America. These brands are owned by TracFone.

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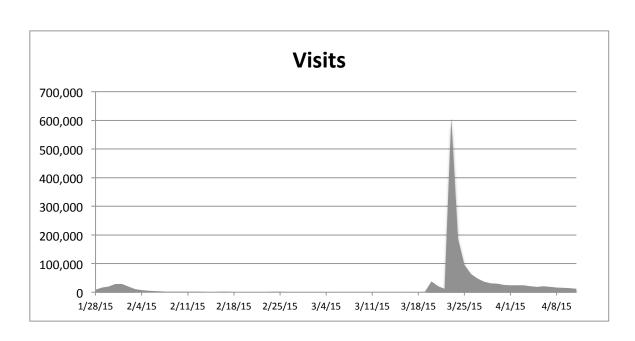
8. What is the status of the settlement and where can I get more information?

The court overseeing the class action lawsuits will review the proposed class action settlement, and has not yet decided whether to approve the settlement. Visit www.PrepaidPhoneRefund.com or call (855) 312-3327 for more information, including about your rights to opt-out of the settlement or object.

Exhibit D



Prepaid Phone Refund Settlement Summary Web Traffic January 28, 2015 - April 16, 2015



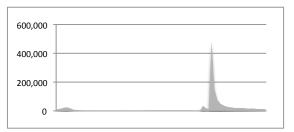
Visits

1,660,491



Unique Visitors

1,363,901



Page Views

11,037,444



Average Pages/Visit

6.65



Prepaid Phone Refund Settlement Desktop vs. Smart Phone/Tablet January 28, 2015 - April 16, 2015

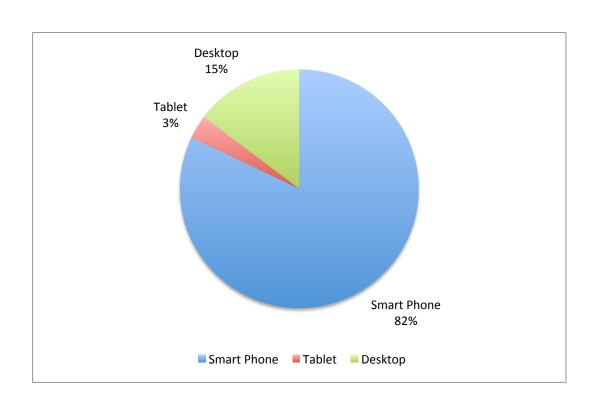
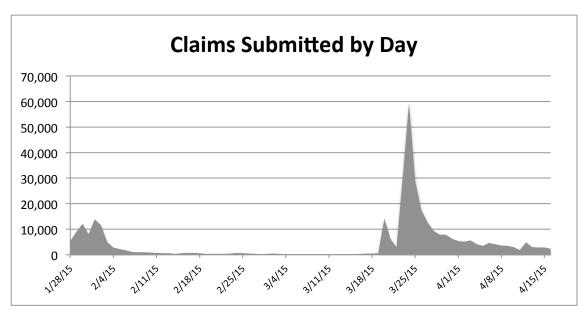
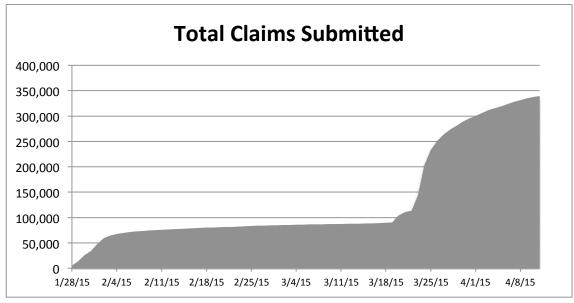


Exhibit E







Total Claims Submitted: 355,593



Date	Claims
01/28/15	5,238
01/29/15	8,950
01/30/15	12,131
01/31/15	8,027
02/01/15	13,874
02/02/15	11,465
02/03/15	4,997
02/04/15	2,887
02/05/15	2,224
02/06/15	1,696
02/07/15	1,073
02/08/15	933
02/09/15	932
02/10/15	897
02/11/15	701
02/12/15	647
02/13/15	576
02/14/15	400
02/15/15 02/16/15	559 688
02/10/15	742
02/18/15	555
02/19/15	394
02/19/15	357
02/21/15	309
02/22/15	386
02/23/15	492
02/24/15	675
02/25/15	575
02/26/15	425
02/27/15	395
02/28/15	248
03/01/15	356
03/02/15	445
03/03/15	345
03/04/15	280



Date	Claims
03/05/15	269
03/06/15	234
03/07/15	209
03/08/15	196
03/09/15	191
03/10/15	197
03/11/15	214
03/12/15	263
03/13/15	215
03/14/15	206
03/15/15	184
03/16/15	300
03/17/15	518
03/18/15	495
03/19/15	658
03/20/15	14,153
03/21/15	6,240
03/22/15	3,049
03/23/15	30,916
03/24/15	59,482
03/25/15	29,351
03/26/15	17,692
03/27/15	12,749
03/28/15	9,384
03/29/15	7,880
03/30/15	7,932
03/31/15 04/01/15	6,236
04/01/15	5,372
04/02/15	5,089 5,676
04/03/15	4,144
04/05/15	3,494
04/05/15	4,643
04/07/15	4,137
04/08/15	3,606
04/09/15	3,451
0.,00,10	5,451



Date	Claims
04/10/15	2,933
04/11/15	1,888
04/12/15	4,860
04/13/15	2,949
04/14/15	2,836
04/15/15	2,859
04/16/15	2,369
Total	355,593

Exhibit F

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Invoice



Invoice Date	Invoice Number
2/19/15	10153
Period Start	Through Date
2/19/15	2/19/15

TracFone Unlimited Service Plan Litigation c/o Michael W. Sobol Lieff Cabraser Heimann & Bernstein 275 Battery Street, 29th Floor San Francisco, CA 94111-3339

Engagement: TracFone Unlimited Service Plan Litigation Terms: See Below

Description	Quantity	Rate	Amount
HF Media LLC			
Media Schedule: Aproximately 90 Days Nationwide Traditional Print Magazines Internet Social Media Mobile Network Press Release Audio News Release			\$585,268.00
Terms: Per HF Media (see attached), media expenses are due 15 days after preliminary approval.			
Total Expenses This Invoice:			\$585,268.00

Please Remit To:			
Analytics 18675 Lake Drive East Chanhassen, MN 55317	or	Analytics Consulting LLC Operating Account Alerus Financial 2300 South Columbia Road Grand Forks, ND 58201	
		ABA # - 091300159 A/C # - 50187360 Tax ID # 46-3014448	



INVOICE

Date: February 6, 2015 Invoice: 2015-009 – Tracfone

TERMS – DUE IN 15 days after Preliminary Court Approval: \$585,268.00

TO: Richard Simmons
President
Analytics Incorporated
18732 Lake Dr., E.
Chanhassen, MN 55317-9384

Please Remit To:
Heffler Claims
1515 Market Street, Suite 1700
Philadelphia, PA 19102
Attn: Ron Bertino, CPA
Phone # 215-972-5045

Wire Transfer Instructions Call: 215-972-5045

Publication for: In re TracFone Unlimited Service Plan Litigation, No. 13-cv-03440-EMC (N.D. Cal.)

Media Schedule: Approximately 90 Days Nationwide

Media

Traditional Print Magazines Internet Social Media Mobile Network Press Release Audio News Release

HF Media LLC., Terms and Conditions

HF Media, LLC., a division of Heffler Claims, is an advertising, communications and public relations agency. HF Media's services include, among others, its expertise, media research, rate negotiation, and value added client services, graphic design, project management and proof of publication reporting. In exchange for these services HF Media is compensated on a commission/fee structure and those fees are included in the attached total estimated budget, which is consistent with advertising industry practice. The Client agrees to pay HF Media its fees and commissions for media buys described in this proposal in advance, prior to HF Media placing any portion of the media buy.

Further, services such as expert testimony, expert consultation, declaration preparation, and issuing press releases and monitoring for resulting articles and social mentions are billed on an hourly basis. Additionally, the client agrees to reimburse HF Media for out-of-pocket expenses such as travel, and other agreed upon costs. HF Media shall invoice client monthly for these services and expenses and client shall pay HF Media invoices in accordance with the invoices' payment terms.

All advertising is subject to publisher's approval, which can sometimes include an extensive legal review. Publishers retain the right to decline advertising. Internet properties and networks commonly adjust rates throughout the calendar year without notification, which may alter the estimated costs. Internet rate increases may reduce the total impression purchased and therefore, may reduce estimated reach of the notice program described above. Due to potential media rate adjustments during a calendar year, this quote is only valid for publication through Q2; after that time, it may need to be revised.

Case3:13-cv-03440-EMC Document121-1 Filed04/20/15 Page41 of 47

Invoice



Invoice Date	Invoice Number
3/4/15	10155
Period Start	Through Date
1/1/15	2/28/15

TracFone Unlimited Service Plan Litigation c/o Michael W. Sobol Lieff Cabraser Heimann & Bernstein 275 Battery Street, 29th Floor San Francisco, CA 94111-3339

Engagement: TracFone Unlimited Service Plan Litigation Terms: Upon Receipt

Description	Quantity	Rate	Amount
Class Notification			
Project Management: Initial Project Design and Implementation. Project Manager Senior Management	67.10 88.75	\$125.00 \$250.00	\$8,387.50 \$22,187.50
Information Systems: Initial Application Design and Customization	35.70	\$115.00	\$4,105.50
Toll Free Phone and Email Support			
Initial Configuration of Call Center Post Preliminary Approval Revisions	2.00	\$125.00	\$1,000.00 \$250.00
Call Center Support (FTC Annoncement through Preliminary Approval) Call Center Supervision Training of Agents on Specifics of Litigation Dedicated Call Center Agents	12.00 30.00 162.75	\$125.00 \$45.00 \$45.00	\$1,350.00
Call Center Support (Post Preliminary Approval) Call Center Supervision	6.50	\$125.00	\$812.50
Internet Support			
Initial Website Design and Implementation			\$1,200.00
Static Site: Enterprise Cluster and Global Content Delivery Network Online Claims: Secure Portal and Enterprise Cluster	2 2	\$3,200 \$1,393	
Claims Processing Information Systems: Claims Processing Applications Development Blended Rate, Includes Development, Acceptance Testing, Load Testing, and Deployment	80.0	\$200.00	\$16,000.00
Online Claims Processing Paper Claims Processing	83,876 608	\$0.35 \$1.25	\$29,356.60 \$760.00
Other Expenses			
Translate Case Documents, Website and IVR			\$4,258.63
Total Fees and Expenses, This Invoice:			\$107,677.98

Invoice

Please Remit To:			
Analytics 18675 Lake Drive East Chanhassen, MN 55317	or	Analytics Consulting LLC Operating Account Alerus Financial 2300 South Columbia Road Grand Forks, ND 58201	
		ABA # - 091300159 A/C # - 50187360 Tax ID # 46-3014448	

Case3:13-cv-03440-EMC Document121-1 Filed04/20/15 Page43 of 47

Invoice



Invoice Date	Invoice Number		
3/4/15	10156		
Period Start	Through Date		
n/a	n/a		

TracFone Unlimited Service Plan Litigation c/o Michael W. Sobol Lieff Cabraser Heimann & Bernstein 275 Battery Street, 29th Floor San Francisco, CA 94111-3339

Engagement: TracFone Unlimited Service Plan Litigation Terms: Upon Receipt

Description	Quantity	Rate	Amount
Class Notification			
Email Class Notice	1,529,914	\$0.015	\$22,948.71
Pre-Mailing Address Updates Address Standardization and Update Using National Change of Address Database			Included
Print and Mail Class Notice Print, Personalize and Mail Class Notice Formatted as a One Page Self Mailer First Class Postage	1,943,422 1,943,422	\$0.030 \$0.400	\$58,302.66 \$777,368.80
Total Expenses This Invoice:			\$858,620.17

Please Remit To:			
Analytics 18675 Lake Drive East Chanhassen, MN 55317	or	Analytics Consulting LLC Operating Account Alerus Financial 2300 South Columbia Road Grand Forks, ND 58201	
		ABA # - 091300159 A/C # - 50187360 Tax ID # 46-3014448	

Exhibit G



Propietary and Confidential Page 1

Schedule A

Projected Administrative Costs - Tracfone Litigation

Activity	Estimated Volume	Hours or Units	Rate	Estimated Total
Class Notification	1			
	•			
Project Management: Initial Project Design, Implementation, and Supervision of Initial Class Mailing	67.10	Harrina	#40 F	#0.200
Project Manager Senior Management	88.75	Hours Hours	\$125 \$250	\$8,388 \$22,188
Collid Management	00.70	110010	Ψ200	Ψ22,100
Information Systems: Receive, Load, and Process Database of Class Members. Initial Application Customization to Address Specifics of Settlement.	80	Hours	\$115	\$9,200
Publication Notice (See Attached Invoice From HF Media LLC)				\$585,268
Publication Notice Expert Testimony Fees (If Travel and Testimony if Required)				\$20,000
Dra Mailing Addraga Undates				
Pre-Mailing Address Updates Address Standardization and Update Using National Change of Address Database				Included
Email Class Notice	1,133,253	Emails	\$0.015	\$16,999
Print and Mail Class Notice				
Print, Personalize and Mail Class Notice Formatted as a One Page Self Mailer	1,834,683	Notices	\$0.03	\$55,040
First Class Postage (Presorted to Lowest Possible Cost)	1,834,683	Notices	\$0.40	\$733,873
Process Mail Returned as Undeliverable by the USPS	162.069	Notices	\$0.12	\$19.448
Process Address Corrections Provided by the USPS	36,694	Notices	\$0.19	\$6,972
Class Member Location Services				
Research Fees	162,069	Searches	\$0.25	\$40,517
Remail Notices To Updated Addresses	26 604	Nations	CO OO	¢2 202
Address Corrections Provided by the USPS Address Updates Identified Through Research (Assumes 50% Success Rate)	36,694 81,035	Notices Notices	\$0.09 \$0.09	\$3,302 \$7,293
First Class Postage (Presorted to Lowest Possible Cost)	117,728	Notices	\$0.40	\$47,091
That didde I delage (1 resorted to Edward I desible dest)	117,720	14011000	ψ0.40	Ψ47,001
Process Requests for Exclusions	16	Hours	\$75	\$1,200
Translate Case Documents, Website and IVOR				\$4,259
Total Projected Fees - Mailing of Class Notice				\$1,576,780

4/20/15 Signature/Initials: ______



Propietary and Confidential Page 2

Schedule A

Projected Administrative Costs - Tracfone Litigation

A ativity	Estimated Volume	Hours or Units	Rate	Estimated Total
Activity	voluitie	Hours or Office	Rale	iotai
Toll Free Phone and Email Support				
Initial Configuration of Call Center				\$1,000
Ongoing Maintenance and Revisions to Call Center Programming	16	Hours	\$125	\$2,000
Call Center Support (FTC Announcement through Preliminary Approval) Dedicated Call Center Agents	162.75	Hours	\$45	\$7,324
Automated Phone Support (Per minute, includes toll free charges) Number of Calls Average Call Length (Minutes) Total Minutes	103,017 3 309,051	Calls Minutes Minutes	\$0.30	\$92,715
Call Center Supervision Call Center Training of Agents on Specifics of Litigation	80 36	Hours Hours	\$125 \$45	\$10,000 \$1,620
Claimant Support Representative ("CSR") for Calls and Correspondence (Paper and Email) Number of Calls Transferred (Assumes 30% Calls Transfer Rate) Average Call Length (Minutes) Total Minutes Total Projected Fees - Toll Free Phone Support	30,905 3 92,715	Calls Minutes Minutes	\$0.95	\$88,080 \$202,739
Internet Support				
Initial Website Design and Implementation				\$1,200
Static Website Hosting Enterprise Cluster and Global Content Delivery Network Standard Website Hosting	5 5	Months Months	\$3,200 \$250	\$16,000 \$1,250
Secure Portal and Data Hosting	6	Months	\$1,400	\$8,400
Total Projected Fees - Internet Support				\$26,850

4/20/15 Signature/Initials: _____



Propietary and Confidential Page 3

Schedule A

Projected Administrative Costs - Tracfone Litigation

Activity	Estimated Volume	Hours or Units	Rate	Estimated Total
Claims Processing	l			
Project Management: Oversight of Claims Processing and Quality Control Information Systems: Claims Processing Applications Development; Programming, Customization, and Testing of Online Claims Filing (Blended Rate)	80 80	Hours Hours	\$125 \$200	\$10,000 \$16,000
Information Systems: Ongoing Support and Reporting	80	Hours	\$115	\$9,200
Online Claims Processing: Review, and Determination of Status Paper Claims Processing: Review, and Determination of Status	910,000 10,000	Claims Claims	\$0.35 \$1.25	\$318,500 \$12,500
Process and Resolve Deficient Claims	45	Hours	\$75	\$3,375
Total Projected Fees - Claims Processing				\$369,575
Distribution Services	l			
Project Management - Distribution of Settlement Proceeds Information Systems: Check Programming and Calculation of Final Distribution Amounts; Ongoing Engagement Support	40 40	Hours Hours	\$125 \$115	\$5,000 \$4,600
Print and Mail Settlement Checks Assumes Distribution to Class Members Who Either: 1) Have A Valid Mailing Address, or, 2) Submit A Claim	2,581,914	Checks	\$0.11	\$284,011
First Class Postage (Will Be Billed at Actual Amount Incurred) Check Processing Fee on Distributions - Bank Charges	2,581,914 2,581,914	Checks Checks	\$0.40 \$0.05	\$1,032,766 \$129,096
Post Distribution Activities: Claimant Queries and Check Reissues Post Distribution Activities: Account Reconciliation and Reporting	120 20	Hours Hours	\$45 \$150	\$5,400 \$3,000
Check Reissues	25,819	Checks	\$1.50	\$38,729
Qualified Settlement Fund Accounting Annual State and Federal Tax Return	2	Tax Returns	\$1,000	\$2,000
Total Projected Fees - Distribution Services				\$1,504,601
Total Projected Fees and Expenses, All Phases			_	\$3,680,544
Total Amount Invoiced to Date				\$1,551,566
Remaining Fees and Expenses, All Phases			_	\$2,128,978

4/20/15 Signature/Initials: _____

1						
2						
3						
4						
5						
6						
7						
8	I MITED STA	TES DISTRICT COURT				
9	UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA					
10	SAN FRANCISCO DIVISION					
11						
12	IN RE TRACFONE UNLIMITED SERVICE PLAN LITIGATION	Lead Case No. 13-cv-03440-EMC				
13		Consolidated Cases: 13-cv-05295-EMC				
14		13-cv-05296-EMC 14-cv-01347-EMC				
15		DECLARATION OF JEANNE C.				
16		FINEGAN, APR, CONCERNING IMPLEMENTATION AND ADEQUACY OF CLASS MEMBER NOTIFICATION				
17		PROGRAM PROGRAM				
18		Lada a Han Edmand M. Chan				
19		Judge: Hon. Edward M. Chen				
20						
21						
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28		DECLARATION OF JEANNE C. FINEGAN, APR, CONCERNING IMPLEMENTATION OF CLASS MEMBER NOTIFICATION PROGRAM CASE NOS. 13-CV-3440, 13-CV-05295,				

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I, JEANNE C. FINEGAN declare as follows:

INTRODUCTION

- 1. I am President of HF Media, LLC, Inc. ("HF") a division of Heffler Claims Group. This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.
- 2. Pursuant to Class Settlement Agreement, page 34 to 35, section V.C.3, dated February 10, 2015, my team and I were engaged by the Parties to help develop and implement certain components of the legal notice program (the "Notice Program") in this matter. The robust program adopted and approved by the Court was designed with a modern approach to notice included traditional, online, mobile and social media, and is highly targeted and well-designed to reach class members.
- 3. This Notice Program was designed to inform class members of the proposed class action Settlement between plaintiffs and Defendants as described in the Class Settlement Agreement the Class ("Class"), the class is defined follows:

All persons who purchased, in the United States, a Straight Talk, Net10, Simple Mobile, or Telcel America wireless service plan with "unlimited" data, who, at any time during the Class Period (i.e., from July 24, 2009 through and including December 31, 2014), at TracFone's request, had their data usage Throttled, Suspended, or had all of their Services Terminated prior to the expiration of their service plan. Defendants are excluded from the Class as well as any entity in which either of the Defendants has a controlling interest, along with Defendants' legal representatives, officers, directors, assignees, and successors. Also excluded from the Class is any judge to whom the Class Action Lawsuits are assigned, together with any relative of such judge and the spouse of any such persons.

- **4.** I submit this Declaration in order to provide the Court and the parties to the Action a report regarding the successful implementation of the Notice Program as it relates to the Publication and Internet/Media Notice portion (herein referred to for simplicity as "Media Notice"), and regarding the overall reach of the Notice Program.
- 5. In compliance with this Court's Order Granting Preliminary Approval of Class Settlement ("Order"), dated February 20, 2015, the Media Notice program commenced on or before the March 21 Notice Date set by the Court, and will finally conclude on April 21, 2015,

with the publication of notice in Better Homes and Gardens.

6. This Declaration explains how this comprehensive and robust Media Notice program, alone (i.e., before even considering the additional reach of the other methods of notice provided for in the overall Notice Program), is estimated to have reached over 80 percent of the target audience. This Declaration will also describe why the Notice Program in this case is consistent with (and, indeed, compares favorably to) similar Court-approved notice programs in other actions, and is well-designed to give the best notice practicable under the circumstances.

QUALIFICATIONS

- 7. A comprehensive description of my credentials and experience that qualify me to provide expert opinions on the adequacy of class action notice programs was previously filed with this Court on February 19, 2015. In summary, I have served as an expert, directly responsible for the design and implementation of hundreds of class action notice programs, including Federal Trade Commission Enforcement actions, some of which are the largest and most complex programs ever filed in both the United States and in Canada.
- **8.** Further, I have been at the forefront of modern notice, integrating new media and social media into court approved legal notice programs such as *In re: Reebok Easytone Litigation*, No. 10-CV-11977 (D. MA.), and *In re: Skechers Toning Shoes Products Liability Litigation*, No. 3:11-MD-2308-TBR (W.D. Ky. 2012).
- **9.** In evaluating the adequacy and effectiveness of my notice programs, courts have repeatedly recognized my work as an expert. For example, in:

In re: Skechers Toning Shoes Products Liability Litigation, No. 3:11-MD-2308-TBR

become a critical element to help provide the basis for determining adequacy of notice in class actions.

¹ Net Reach measures the number of people exposed (unduplicated), and Frequency is a report of the number of exposures. In advertising, this is commonly referred to as a "Reach and Frequency" analysis, where "Reach" refers to the estimated percentage of the unduplicated audience exposed to the campaign, and "Frequency" refers to how many times, on average, the target audience had the opportunity to see the message. The calculations are used by advertising and communications firms worldwide, and have

(W.D. Ky. 2012). In his order granting the Motion for Settlement, the Honorable Thomas B. Russell stated:

... The comprehensive nature of the class notice leaves little doubt that, upon receipt, class members will be able to make an informed and intelligent decision about participating in the settlement.

Brody v. Merck & Co., Inc., et al, No. 3:12-cv-04774-PGS-DEA (N.J.) (Jt Hearing for Prelim App, Sept. 27, 2012, transcript page 34). During the Hearing on Joint Application for Preliminary Approval of Class Action, the Honorable Peter G. Sheridan praised Ms. Finegan, noting:

Ms. Finegan did a great job in testifying as to what the class administrator will do. So, I'm certain that all the class members or as many that can be found, will be given some very adequate notice in which they can perfect their claim.

DeHoyos, et al. v. Allstate Ins. Co., No. 01-CA-1010 (W.D.Tx.). In the Amended Final Order and Judgment Approving Class Action Settlement, the Honorable Fred Biery stated:

[T]he undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs. ... This program was vigorous and specifically structured to reach the African-American and Hispanic class members. Additionally, the program was based on a scientific methodology which is used throughout the advertising industry and which has been routinely embraced routinely [sic] by the Courts.

10. A comprehensive description of my credentials is attached as <u>Exhibit A</u>.

NOTICE PROGRAM - SUMMARY

- **11.** In compliance with the Court's Order, the Notice Program in this case included the following components:
 - Direct mail notice by first-class U.S. mail to Class Members where a mailing address was available;
 - Direct email notice to Class Member where an email address was available;

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- SMS Texting, as approved and directed by the Court, to class members who are current TracFone subscribers and who have not opted-out of receiving SMS information from TracFone;
- The Media Notice program which has included:
 - Publication of a short-form notice ("Summary Settlement Notice") in nationally circulated consumer magazines;
 - o Internet banner advertising in *English and Spanish*, specifically targeted to reach class members;
 - Mobile and App advertising specifically targeted to reach class members;
 - o Advertising on Pandora, a mobile and Internet music venue;
 - o A multimedia press release in *English and Spanish*;
 - o An audio news release;
 - o A dedicated Facebook page regarding the settlement;
 - Social Media through Facebook and Twitter; and
 - o Native Advertising on premium Internet properties;
- An informational website (<u>www.PrepaidPhoneRefund.com</u>) on which the notices and other important Court documents are posted;
- A toll-free information line 1-855-312-3327, where class members can call 24/7 for more information about the Settlement, including but not limited to requesting copies of the claim form; and
- Notice on the TracFone brands' Facebook pages and Internet home pages.

DIRECT MAIL, EMAIL, AND SMS NOTICE

12. The Settlement Administrator was responsible for sending Class Notice via U.S. mail and email. I have been informed by the Settlement Administrator that the results of the direct mail effort, as of April 17 have yielded 2,006,666 unduplicated deliverable direct mail and email addresses. In addition, pursuant to the terms of the Class Settlement Agreement as detailed on page 35, Section V.C.5., TracFone was responsible for sending the Court approved and directed SMS Notices. I am informed by TracFone that SMS Notice was sent to approximately

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2,182,922 current subscriber phone numbers. While I understand that some of the SMS Notice recipients overlapped with the populations of class members who received direct mail and email notice, the SMS component no doubt significantly increased the overall visibility of this program.

MEDIA NOTICE

Magazine Notices

13. The Summary Notice was published once in the magazines listed below. Attached as $\underline{\text{Exhibit B}}$ are proofs of publication².

Title	Circulation	Ad Size	News Stand Date
Better Homes & Gardens	7,615,581	½ -page	April 21, 2015
Parents Magazine	2,214,581	½ -page	April 7, 2015
People Magazine	3,510,533	½ -page	April 3, 2015
Sports Illustrated	3,065,507	½ -page	April 15, 2015

Magazines for this program are estimated to have reached 39.64 percent of the target.

Internet

14. Internet banner ads were posted in a highly targeted manner, expected to reach over 69 percent of the target, in English and Spanish, across more than 600 web properties including, among others Facebook, Yahoo, AOL, MSN, BET, Monster.com, Gameinformer.com, HGTV.com, Prevention.com, SportsIllustrated.com, Univision, and specialty niche sites including

²Better Homes and Gardens will be available on newsstands on April 21, 2015. An advance copy of the proof of publication tear sheet is included with this submission.

Prepaidphonenews.com, Androidheadlines.com, PrepaidReviews.com, PhoneNews.com. Screen shots from the various properties are attached as Exhibit C.

- 15. The Internet banner ads provided information for visitors to self-identify themselves as potential Class Members, where they may "click" on the banner and then link directly to the official settlement website for more information and where they may register online, file a claim, or seek additional information including frequently asked questions and important court deadlines and documents.
- **16.** Further, the Internet banner ads carried the *AdChoices*³ icon, where available, as an additional layer of choice and privacy.

Mobile and App Advertising

17. Banner ads were also published across more than 40 mobile websites and apps. Among others, the mobile app and websites included ABC News, AccuWeather, Weatherbug, HuffingtonPost, Elle.com and Bejeweled. Attached as Exhibit D are example screen shots.

Social Media

facebook.

- **18. Facebook page** With assistance from HF Media, the Settlement Administrator developed and maintained a Facebook page where information was posted, similar to the information on the official website. As of April 13, 2015, the Facebook Settlement page has received over 10,822 likes.
- **19. Facebook banner ads** HF Media also published Facebook advertising in the form of News Feed ads and display ads to be served online to both desktop and mobile/cellular devices.

³ The *AdChoices* Icon is a sign for consumer information and control for interest-based advertising (which is also referred to as "online behavioral advertising." The *AdChoices* Icon gives browsers the ability to control whether they receive interest-based advertising and from which companies.



20. HF Media employed promoted Tweets as part of the media outreach effort. As of April 13, 2015 the Tweets have resulted in 10,780 engagements (e.g. clicks, reTweets, replies, favorites and Follows). Attached as Exhibit E are various screenshots.

Audio and Native Advertising



- 21. Ads were directed to users actively engaged with the Pandora music streaming application. Additionally, 60-second audio commercials of the summary notice aired on Pandora. Attached as Exhibit F are screenshots of the Pandora banner ads.
- 22. Native Ads were also used as part of the online effort. Facebook News Feed Ads and promoted Tweets are also called Native Advertising. Native ads are developed with units/formats that match form and function of the platform on which they appear. Each ad linked users to the official Website.

Media Outreach

- 23. A multimedia news release ("MNR") was issued on March 20, 2015 over PR Newswire's US1 English and Hispanic newslines. The MNR included a blend of a traditional press release with multi-media elements such as a fully produced audio commercial, affected product photos, related court documents, into a dynamic HTML platform. HF Media monitored various news outlets for the resulting news stories and mentions. In addition to the already robust pick up of more than 500 online news and professional blog posts that we monitored from the FTC press release, issued on January 28, 2015, the class settlement release resulted in an additional 249 news websites publishing information. Additionally, the class settlement MNR has received 5,996 views, 946 direct clicks to the website, and 40,700 image views as of April 10, 2015.
- **24.** Further, an Audio News Release ("ANR"), was issued on March 20, 2015, and as of April 13, 2015, 871 radio stations, in 183 radio markets throughout the United States have aired the story more that 1,155 times.

SETTLEMENT WEBSITE AND TOLL-FREE NUMBER

- 25. The Settlement Administrator established and has maintained an official website www.PrepaidPhoneRefund.com which was launched on January 28, 2015. Importantly, I have been informed by the Settlement Administrator that the site was optimized for mobile visitors so that information loads on their mobile device quickly. This was particularly important, given that over 80 percent of the traffic to the website originated from a smartphone, across a variety of operating systems including Android and iOS. The website served as a landing page for the banner advertising. I am informed that as of April 13, 2015 the website has had more than 1,600,000 user sessions with over 1 million unique users.
- **26.** The Settlement Administrator also established and has maintained a 24-hour toll-free telephone line, 1 (855) 312-3327, where callers may obtain information about the class action.

CONCLUSION

- 27. In my opinion, the robust outreach efforts employed for this Notice Program reflect a particularly appropriate, highly targeted and modern way to provide notice to this class. As described above, class notice occurred though direct mail, email, court approved SMS messages, traditional media, online media, mobile media, social media and through earned media, with the media campaign alone reaching over 80 percent of the target audience. When combined with the other methods of notice, the overall effort no doubt achieved an even greater reach of the target audience. In my opinion, the robust and multifaceted efforts used in this Notice Program are of the highest modern communication standards, are reasonably calculated to provide notice, and are consistent with best practicable court approved notice programs in similar matters and the Federal Judicial Center's guidelines concerning appropriate reach.
- **28.** I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 20, 2015 in Tigard, Oregon.

JEANNE C. FINEGAN

Jeanne Corregan

Exhibit A

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JEANNE C. FINEGAN, APR

BIOGRAPHY



Jeanne Finegan, APR, is President of HF Media, LLC., and has more than 25 years of communications and advertising experience and is a distinguished legal notice and communications expert. During her tenure, she has planned and implemented hundreds of high profile, complex legal notice communication programs. She is a recognized notice expert in both the United States and in Canada, with extensive international notice experience spanning more than 140 countries and over 40 languages.

Ms. Finegan has lectured, published and has been cited extensively on various aspects of legal noticing, product recall and crisis communications. She has served the Consumer Product Safety Commission (CPSC) as an expert to determine ways in which the Commission can increase the effectiveness of its product recall campaigns. Further, she has planned and implemented large-scale government enforcement notice programs for the Federal Trade Commission (FTC) and the Securities and Exchange Commission (SEC).

Ms. Finegan is accredited in Public Relations (APR) by the Universal Accreditation Board, which is a program administered by the Public Relations Society of America (PRSA), and has served on examination panels for APR candidates. Additionally, she has served as a judge for prestigious PRSA awards.

Ms. Finegan has provided expert testimony before Congress on issues of notice, and expert testimony in both state and federal courts regarding notification campaigns. She has conducted numerous media audits of proposed notice programs to assess the adequacy of those programs under Fed R. Civ. P. 23(c)(2) and similar state class action statutes.

She was an early pioneer of plain language in notice (as noted in a RAND study,¹) and continues to set the standard for modern outreach as the first notice expert to integrate social and mobile media into court approved legal notice programs.

In the course of her class action experience, courts have recognized the merits of, and admitted expert testimony based on, her scientific evaluation of the effectiveness of notice plans. She has designed legal notices for a wide range of class actions and consumer matters that include product liability, construction defect, antitrust, medical/pharmaceutical, human rights, civil rights, telecommunication, media, environment, government enforcement actions, securities, banking, insurance, mass tort, restructuring and product recall.

Jeanne Finegan CV

¹ Deborah R. Hensler et al., CLASS ACTION DILEMAS, PURSUING PUBLIC GOALS FOR PRIVATE GAIN. RAND (2000).



JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Ms. Finegan's notice campaigns, courts have repeatedly recognized her excellent work. The following excerpts provide some examples of such judicial approval.

In re: Skechers Toning Shoes Products Liability Litigation, No. 3:11-MD-2308-TBR (W.D. Ky. 2012). In his order granting the Motion for Settlement, the Honorable Thomas B. Russell stated:

... The comprehensive nature of the class notice leaves little doubt that, upon receipt, class members will be able to make an informed and intelligent decision about participating in the settlement.

Brody v. Merck & Co., Inc., et al, No. 3:12-cv-04774-PGS-DEA (N.J.) (Jt Hearing for Prelim App, Sept. 27, 2012, transcript page 34). During the Hearing on Joint Application for Preliminary Approval of Class Action, the Honorable Peter G. Sheridan praised Ms. Finegan, noting:

Ms. Finegan did a great job in testifying as to what the class administrator will do. So, I'm certain that all the class members or as many that can be found, will be given some very adequate notice in which they can perfect their claim.

Quinn v. Walgreen Co., Wal-Mart Stores Inc., 7:12 CV-8187-VB (NYSD) (Jt Hearing for Final App, March. 5, 2015, transcript page 40-41). During the Hearing on Final Approval of Class Action, the Honorable Vincent L. Briccetti gave accolades to Ms. Finegan, noting:

"The notice plan was the best practicable under the circumstances. ... [and] "the proof is in the pudding. This settlement has resulted in more than 45,000 claims which is 10,000 more than the Pearson case and more than 40,000 more than in a glucosamine case pending in the Southern District of California I've been advised about. So the notice has reached a lot of people and a lot of people have made claims."

DeHoyos, et al. v. Allstate Ins. Co., No. SA-01-CA-1010 (W.D.Tx.). In the Amended Final Order and Judgment Approving Class Action Settlement, the Honorable Fred Biery stated:

[T]he undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs. ... This program was vigorous and specifically structured to reach the African-American and Hispanic class members. Additionally, the program was based on a scientific methodology which is used throughout the advertising industry and which has been routinely embraced routinely [sic] by the Courts. Specifically, in order to reach the identified targets directly and efficiently, the notice program utilized a multi-layered approach which included national magazines; magazines specifically appropriate to the targeted audiences; and newspapers in both English and Spanish.



In re: Reebok Easytone Litigation, No. 10-CV-11977 (D. MA.). The Honorable F. Dennis Saylor IV stated in the Final Approval Order:

The Court finds that the dissemination of the Class Notice, the publication of the Summary Settlement Notice, the establishment of a website containing settlement-related materials, the establishment of a toll-free telephone number, and all other notice methods set forth in the Settlement Agreement and [Ms. Finegan's] Declaration and the notice dissemination methodology implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval Order... constituted the best practicable notice to Class Members under the circumstances of the Actions.

Bezdek v. Vibram USA and Vibram FiveFingers LLC, No 12-10513 (D. MA) The Honorable Douglas P. Woodlock stated in the Final Memorandum and Order:

...[O]n independent review I find that the notice program was robust, particularly in its online presence, and implemented as directed in my Order authorizing notice. ...I find that notice was given to the Settlement class members by the best means "practicable under the circumstances." Fed.R.Civ.P. 23(c)(2).

Gemelas v. The Dannon Company Inc., No. 08-cv-00236-DAP (N.D. Ohio). In granting final approval for the settlement, the Honorable Dan A. Polster stated:

In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, [Ms. Finegan] caused the Class Notice to be distributed on a nationwide basis in magazines and newspapers (with circulation numbers exceeding 81 million) specifically chosen to reach Class Members. ... The distribution of Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. 1715, and any other applicable law.

Pashmova v. New Balance Athletic Shoes, Inc., 1:11-cv-10001-LTS (D. Mass.). The Honorable Leo T. Sorokin stated in the Final Approval Order:

The Class Notice, the Summary Settlement Notice, the web site, and all other notices in the Settlement Agreement and the Declaration of [Ms Finegan], and the notice methodology implemented pursuant to the Settlement Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Actions, the terms of the Settlement and their rights under the settlement ... met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.



Hartless v. Clorox Company, No. 06-CV-2705 (CAB) (S.D.Cal.). In the Final Order Approving Settlement, the Honorable Cathy N. Bencivengo found:

The Class Notice advised Class members of the terms of the settlement; the Final Approval Hearing and their right to appear at such hearing; their rights to remain in or opt out of the Class and to object to the settlement; the procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Class. The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.

McDonough et al v. Toys 'R' Us et al, No. 09:-cv-06151-AB (E.D. Pa.). In the Final Order and Judgment Approving Settlement, the Honorable Anita Brody stated:

The Court finds that the Notice provided constituted the best notice practicable under the circumstances and constituted valid, due and sufficient notice to all persons entitled thereto.

In re: Pre-Filled Propane Tank Marketing & Sales Practices Litigation, No. 4:09-md-02086-GAF (W.D. Mo.) In granting final approval to the settlement, the Honorable Gary A. Fenner stated:

The notice program included individual notice to class members who could be identified by Ferrellgas, publication notices, and notices affixed to Blue Rhino propane tank cylinders sold by Ferrellgas through various retailers. ... The Court finds the notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process and provided to the Class the best notice practicable under the circumstances.

Stern v. AT&T Mobility Wireless, No. 09-cv-1112 CAS-AGR (C.D.Cal.). In the Final Approval Order, the Honorable Christina A. Snyder stated:

[T]he Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

In re: Processed Egg Prods. Antitrust Litig., MDL No. 08-md-02002 (E.D.P.A.). In the Order Granting Final Approval of Settlement , Judge Gene E.K. Pratter stated:

The Notice appropriately detailed the nature of the action, the Class claims, the definition of the Class and Subclasses, the terms of the proposed settlement agreement, and the class members' right to object or request exclusion from the settlement and the timing and manner for doing so.... Accordingly, the Court



determines that the notice provided to the putative Class Members constitutes adequate notice in satisfaction of the demands of Rule 23.

In re Polyurethane Foam Antitrust Litigation, 10- MD-2196 (N.D. OH). In the Order Granting Final Approval of Voluntary Dismissal and Settlement of Defendant Domfoam and Others, the Honorable Jack Zouhary stated:

The notice program included individual notice to members of the Class who could be identified through reasonable effort, as well as extensive publication of a summary notice. The Notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreements, and constituted due and sufficient notice for all other purposes to all persons and entities entitled to receive notice.

Rojas v Career Education Corporation, No. 10-cv-05260 (N.D.E.D. IL) In the Final Approval Order dated October 25, 2012, the Honorable Virgina M. Kendall stated:

The Court Approved notice to the Settlement Class as the best notice practicable under the circumstance including individual notice via U.S. Mail and by email to the class members whose addresses were obtained from each Class Member's wireless carrier or from a commercially reasonable reverse cell phone number look-up service, nationwide magazine publication, website publication, targeted on-line advertising, and a press release. Notice has been successfully implemented and satisfies the requirements of the Federal Rule of Civil Procedure 23 and Due Process.

Golloher v Todd Christopher International, Inc. DBA Vogue International (Organix), No. C 1206002 N.D CA. In the Final Order and Judgment Approving Settlement, the Honorable Richard Seeborg stated:

The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.

Stefanyshyn v. Consolidated Industries, No. 79 D 01-9712-CT-59 (Tippecanoe County Sup. Ct., Ind.). In the Order Granting Final Approval of Settlement, Judge Randy Williams stated:

The long and short form notices provided a neutral, informative, and clear explanation of the Settlement. ... The proposed notice program was properly designed, recommended, and implemented ... and constitutes the "best practicable" notice of the proposed Settlement. The form and content of the notice program satisfied all applicable legal requirements. ... The comprehensive class notice educated Settlement Class members about the defects in Consolidated furnaces and warned them that the continued use of their furnaces created a risk of fire and/or carbon monoxide. This alone provided substantial value.



McGee v. Continental Tire North America, Inc. et al, No. 06-6234-(GEB) (D.N.J.).

The Class Notice, the Summary Settlement Notice, the web site, the toll-free telephone number, and all other notices in the Agreement, and the notice methodology implemented pursuant to the Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the settlement and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notification; and (d) met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 20 U.S.C. Sec. 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.

Varacallo, et al. v. Massachusetts Mutual Life Insurance Company, et al., No. 04-2702 (JLL) (D.N.J.). The Court stated that:

[A]II of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices. ... By working with a nationally syndicated media research firm, [Finegan's firm] was able to define a target audience for the MassMutual Class Members, which provided a valid basis for determining the magazine and newspaper preferences of the Class Members. (Preliminary Approval Order at p. 9). . . . The Court agrees with Class Counsel that this was more than adequate. (Id. at § 5.2).

In re: Nortel Network Corp., Sec. Litig., No. 01-CV-1855 (RMB) Master File No. 05 MD 1659 (LAP) (S.D.N.Y.). Ms. Finegan designed and implemented the extensive United States and Canadian notice programs in this case. The Canadian program was published in both French and English, and targeted virtually all investors of stock in Canada. See www.nortelsecuritieslitigation.com. Of the U.S. notice program, the Honorable Loretta A. Preska stated:

The form and method of notifying the U.S. Global Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement ... constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Regarding the B.C. Canadian Notice effort: *Jeffrey v. Nortel Networks*, [2007] BCSC 69 at para. 50, the Honourable Mr. Justice Groberman said:



There has been a broad media campaign to publicize the proposed settlement and the court processes. There has also been a direct mail campaign directed at probable investors. I am advised that over 1.2 million claim packages were mailed to persons around the world. In addition, packages have been available through the worldwide web site nortelsecuritieslitigation.com on the Internet. Toll-free telephone lines have been set up, and it appears that class counsel and the Claims Administrator have received innumerable calls from potential class members. In short, all reasonable efforts have been made to ensure that potential members of the class have had notice of the proposal and a reasonable opportunity was provided for class members to register their objections, or seek exclusion from the settlement.

Mayo v. Walmart Stores and Sam's Club, No. 5:06 CV-93-R (W.D.Ky.). In the Order Granting Final Approval of Settlement, Judge Thomas B. Russell stated:

According to defendants' database, the Notice was estimated to have reached over 90% of the Settlement Class Members through direct mail.

The Settlement Administrator ... has classified the parties' database as 'one of the most reliable and comprehensive databases [she] has worked with for the purposes of legal notice.'... The Court thus reaffirms its findings and conclusions in the Preliminary Approval Order that the form of the Notice and manner of giving notice satisfy the requirements of Fed. R. Civ. P. 23 and affords due process to the Settlement Class Members.

Fishbein v. All Market Inc., (d/b/a **Vita Coco**) No. 11-cv-05580 (S.D.N.Y.). In granting final approval of the settlement, the Honorable J. Paul Oetken stated:

"The Court finds that the dissemination of Class Notice pursuant to the Notice Program...constituted the best practicable notice to Settlement Class Members under the circumstances of this Litigation ... and was reasonable and constituted due, adequate and sufficient notice to all persons entitled to such notice, and fully satisfied the requirements of the Federal Rules of Civil Procedure, including Rules 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable laws."

Lucas, et al. v. Kmart Corp., No. 99-cv-01923 (D.Colo.), wherein the Court recognized Jeanne Finegan as an expert in the design of notice programs, and stated:

The Court finds that the efforts of the parties and the proposed Claims Administrator in this respect go above and beyond the "reasonable efforts" required for identifying individual class members under F.R.C.P. 23(c)(2)(B).



In re: Johns-Manville Corp. (Statutory Direct Action Settlement, Common Law Direct Action and Hawaii Settlement), No 82-11656, 57, 660, 661, 665-73, 75 and 76 (BRL) (Bankr. S.D.N.Y.). The nearly half-billion dollar settlement incorporated three separate notification programs, which targeted all persons who had asbestos claims whether asserted or unasserted, against the Travelers Indemnity Company. In the Findings of Fact and Conclusions of a Clarifying Order Approving the Settlements, slip op. at 47-48 (Aug. 17, 2004), the Honorable Burton R. Lifland, Chief Justice, stated:

As demonstrated by Findings of Fact (citation omitted), the Statutory Direct Action Settlement notice program was reasonably calculated under all circumstances to apprise the affected individuals of the proceedings and actions taken involving their interests, Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950), such program did apprise the overwhelming majority of potentially affected claimants and far exceeded the minimum notice required. . . . The results simply speak for themselves.

Pigford v. Glickman and U.S. Department of Agriculture, No. 97-1978. 98-1693 (PLF) (D.D.C.). This matter was the largest civil rights case to settle in the United States in over 40 years. The highly publicized, nationwide paid media program was designed to alert all present and past African-American farmers of the opportunity to recover monetary damages against the U.S. Department of Agriculture for alleged loan discrimination. In his Opinion, the Honorable Paul L. Friedman commended the parties with respect to the notice program, stating;

The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations. . . . The Court concludes that class members have received more than adequate notice and have had sufficient opportunity to be heard on the fairness of the proposed Consent Decree.

In re: Louisiana-Pacific Inner-Seal Siding Litig., Nos. 879-JE, and 1453-JE (D.Or.). Under the terms of the Settlement, three separate notice programs were to be implemented at three-year intervals over a period of six years. In the first notice campaign, Ms. Finegan implemented the print advertising and Internet components of the Notice program. In approving the legal notice communication plan, the Honorable Robert E. Jones stated:

The notice given to the members of the Class fully and accurately informed the Class members of all material elements of the settlement...[through] a broad and extensive multi-media notice campaign.

Additionally, with regard to the third-year notice program for Louisiana-Pacific, the Honorable Richard Unis, Special Master, commented that the notice was:

...well formulated to conform to the definition set by the court as adequate and reasonable notice. Indeed, I believe the record should also reflect the Court's



appreciation to Ms. Finegan for all the work she's done, ensuring that noticing was done correctly and professionally, while paying careful attention to overall costs. Her understanding of various notice requirements under Fed. R. Civ. P. 23, helped to insure that the notice given in this case was consistent with the highest standards of compliance with Rule 23(d)(2).

In re: Expedia Hotel Taxes and Fees Litigation, No. 05-2-02060-1 (SEA) (Sup. Ct. of Wash. in and for King County). In the Order Granting Final Approval of Class Action Settlement, Judge Monica Benton stated:

The Notice of the Settlement given to the Class ... was the best notice practicable under the circumstances. All of these forms of Notice directed Class Members to a Settlement Website providing key Settlement documents including instructions on how Class Members could exclude themselves from the Class, and how they could object to or comment upon the Settlement. The Notice provided due and adequate notice of these proceeding and of the matters set forth in the Agreement to all persons entitled to such notice, and said notice fully satisfied the requirements of CR 23 and due process.

Rene Rosales v. Fortune Ins. Co., No. 99-04588 CA (41) (11th Judicial Dist. Ct. of Miami-Dade County, Fla.). Ms. Finegan provided expert testimony in this matter. She conducted an audit on behalf of intervening attorneys for the proposed notification to individuals insured with personal injury insurance.

Based upon the audit, Ms. Finegan testified that the proposed notice program was inadequate. The Court agreed and signed an Order Granting Intervenors' Objections to Class Action Settlement, stating:

The Court finds that Ms. Finegan is qualified as an expert on class notice and effective media campaigns. The Court finds that her testimony is credible and reliable.

Thomas A. Foster and Linda E. Foster v. ABTco Siding Litigation, No. 95-151-M (Cir. Ct., Choctaw County, Ala.). This litigation focused on past and present owners of structures sided with Abitibi-Price siding. The notice program that Ms. Finegan designed and implemented was national in scope and received the following praise from the Honorable J. Lee McPhearson:

The Court finds that the Notice Program conducted by the Parties provided individual notice to all known Class Members and all Class Members who could be identified through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action. This finding is based on the overwhelming evidence of the adequacy of the notice program. ... The media campaign involved broad national notice through television and print media, regional and local newspapers, and the Internet (see id. ¶¶9-11) The result: over 90 percent of Abitibi and ABTco owners are estimated to have been reached by the direct media and direct mail campaign.



Wilson v. Massachusetts Mut. Life Ins. Co., No. D-101-CV 98-02814 (First Judicial Dist. Ct., County of Santa Fe, N.M.). This was a nationwide notification program that included all persons in the United States who owned, or had owned, a life or disability insurance policy with Massachusetts Mutual Life Insurance Company and had paid additional charges when paying their premium on an installment basis. The class was estimated to exceed 1.6 million individuals. www.insuranceclassclaims.com. In granting preliminary approval to the settlement, the Honorable Art Encinias found:

[T]he Notice Plan [is] the best practicable notice that is reasonably calculated, under the circumstances of the action. ...[and] meets or exceeds all applicable requirements of the law, including Rule 1-023(C)(2) and (3) and 1-023(E), NMRA 2001, and the requirements of federal and/or state constitutional due process and any other applicable law.

Sparks v. AT&T Corp., No. 96-LM-983 (Third Judicial Cir., Madison County, III.). The litigation concerned all persons in the United States who leased certain AT&T telephones during the 1980's. Ms. Finegan designed and implemented a nationwide media program designed to target all persons who may have leased telephones during this time period, a class that included a large percentage of the entire population of the United States. In granting final approval to the settlement, the Court found:

The Court further finds that the notice of the proposed settlement was sufficient and furnished Class Members with the information they needed to evaluate whether to participate in or opt out of the proposed settlement. The Court therefore concludes that the notice of the proposed settlement met all requirements required by law, including all Constitutional requirements.

In re: Georgia-Pacific Toxic Explosion Litig., No. 98 CVC05-3535 (Ct. of Common Pleas, Franklin County, Ohio). Ms. Finegan designed and implemented a regional notice program that included network affiliate television, radio and newspaper. The notice was designed to alert adults living near a Georgia-Pacific plant that they had been exposed to an air-born toxic plume and their rights under the terms of the class action settlement. In the Order and Judgment finally approving the settlement, the Honorable Jennifer L. Bunner stated:

[N]otice of the settlement to the Class was the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The Court finds that such effort exceeded even reasonable effort and that the Notice complies with the requirements of Civ. R. 23(C).

In re: American Cyanamid, No. CV-97-0581-BH-M (S.D.Al.). The media program targeted Farmers who had purchased crop protection chemicals manufactured by American Cyanamid. In the Final Order and Judgment, the Honorable Charles R. Butler Jr. wrote:



The Court finds that the form and method of notice used to notify the Temporary Settlement Class of the Settlement satisfied the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all potential members of the Temporary Class Settlement.

In re: First Alert Smoke Alarm Litig., No. CV-98-C-1546-W (UWC) (N.D.Al.). Ms. Finegan designed and implemented a nationwide legal notice and public information program. The public information program ran over a two-year period to inform those with smoke alarms of the performance characteristics between photoelectric and ionization detection. The media program included network and cable television, magazine and specialty trade publications. In the Findings and Order Preliminarily Certifying the Class for Settlement Purposes, Preliminarily Approving Class Settlement, Appointing Class Counsel, Directing Issuance of Notice to the Class, and Scheduling a Fairness Hearing, the Honorable C.W. Clemon wrote that the notice plan:

...constitutes due, adequate and sufficient notice to all Class Members; and (v) meets or exceeds all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Alabama State Constitution, the Rules of the Court, and any other applicable law.

In re: James Hardie Roofing Litig., No. 00-2-17945-65SEA (Sup. Ct. of Wash., King County). The nationwide legal notice program included advertising on television, in print and on the Internet. The program was designed to reach all persons who own any structure with JHBP roofing products. In the Final Order and Judgment, the Honorable Steven Scott stated:

The notice program required by the Preliminary Order has been fully carried out... [and was] extensive. The notice provided fully and accurately informed the Class Members of all material elements of the proposed Settlement and their opportunity to participate in or be excluded from it; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with Civ. R. 23, the United States Constitution, due process, and other applicable law.

Barden v. Hurd Millwork Co. Inc., et al, No. 2:6-cv-00046 (LA) (E.D.Wis.) ("The Court approves, as to form and content, the notice plan and finds that such notice is the best practicable under the circumstances under Federal Rule of Civil Procedure 23(c)(2)(B) and constitutes notice in a reasonable manner under Rule 23(e)(1).")

Altieri v. Reebok, No. 4:10-cv-11977 (FDS) (D.C.Mass.) ("The Court finds that the notices ... constitute the best practicable notice..... The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices.")



Marenco v. Visa Inc., No. CV 10-08022 (DMG) (C.D.Cal.) ("[T]he Court finds that the notice plan...meets the requirements of due process, California law, and other applicable precedent. The Court finds that the proposed notice program is designed to provide the Class with the best notice practicable, under the circumstances of this action, of the pendency of this litigation and of the proposed Settlement's terms, conditions, and procedures, and shall constitute due and sufficient notice to all persons entitled thereto under California law, the United States Constitution, and any other applicable law.")

Palmer v. Sprint Solutions, Inc., No. 09-cv-01211 (JLR) (W.D.Wa.) ("The means of notice were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to be provide3d with notice.")

In re: Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litigation, No. 1:08-md-01982 RDB (D. Md. N. Div.) ("The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the settlement.")

Sager v. Inamed Corp. and McGhan Medical Breast Implant Litigation, No. 01043771 (Sup. Ct. Cal., County of Santa Barbara) ("Notice provided was the best practicable under the circumstances.").

Deke, et al. v. Cardservice Internat'I, Case No. BC 271679, slip op. at 3 (Sup. Ct. Cal., County of Los Angeles) ("The Class Notice satisfied the requirements of California Rules of Court 1856 and 1859 and due process and constituted the best notice practicable under the circumstances.").

Levine, et al. v. Dr. Philip C. McGraw, et al., Case No. BC 312830 (Los Angeles County Super. Ct., Cal.) ("[T]he plan for notice to the Settlement Class ... constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to the members of the Settlement Class ... and satisfies the requirements of California law and federal due process of law.").

In re: Canadian Air Cargo Shipping Class Actions, Court File No. 50389CP, Ontario Superior Court of Justice, Supreme Court of British Columbia, Quebec Superior Court ("I am satisfied the proposed form of notice meets the requirements of s. 17(6) of the CPA and the proposed method of notice is appropriate.").

Fischer et al v. IG Investment Management, Ltd. et al, Court File No. 06-CV-307599CP, Ontario Superior Court of Justice.

In re: Vivendi Universal, S.A. Securities Litigation, No. 02-cv-5571 (RJH)(HBP) (S.D.N.Y.).

In re: Air Cargo Shipping Services Antitrust Litigation, No. 06-MD-1775 (JG) (VV) (E.D.N.Y.).



Berger, et al., v. Property ID Corporation, et al., No. CV 05-5373-GHK (CWx) (C.D.Cal.).

Lozano v. AT&T Mobility Wireless, No. 02-cv-0090 CAS (AJWx) (C.D.Cal.).

Howard A. Engle, M.D., et al., v. R.J. Reynolds Tobacco Co., Philip Morris, Inc., Brown & Williamson Tobacco Corp., No. 94-08273 CA (22) (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Royal Dutch/Shell Transport Securities Litigation, No. 04 Civ. 374 (JAP) (Consolidated Cases) (D. N.J.).

In re: Epson Cartridge Cases, Judicial Council Coordination Proceeding, No. 4347 (Sup. Ct. of Cal., County of Los Angeles).

UAW v. General Motors Corporation, No: 05-73991 (E.D.MI).

Wicon, Inc. v. Cardservice Intern'l, Inc., BC 320215 (Sup. Ct. of Cal., County of Los Angeles).

In re: SmithKline Beecham Clinical Billing Litig., No. CV. No. 97-L-1230 (Third Judicial Cir., Madison County, Ill.). Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning billings for clinical laboratory testing services.

MacGregor v. Schering-Plough Corp., No. EC248041 (Sup. Ct. Cal., County of Los Angeles). This nationwide notification program was designed to reach all persons who had purchased or used an aerosol inhaler manufactured by Schering-Plough. Because no mailing list was available, notice was accomplished entirely through the media program.

In re: Swiss Banks Holocaust Victim Asset Litig., No. CV-96-4849 (E.D.N.Y.). Ms. Finegan managed the design and implementation of the Internet site on this historic case. The site was developed in 21 native languages. It is a highly secure data gathering tool and information hub, central to the global outreach program of Holocaust survivors. www.swissbankclaims.com.

In re: Exxon Valdez Oil Spill Litig., No. A89-095-CV (HRH) (Consolidated) (D. Alaska). Ms. Finegan designed and implemented two media campaigns to notify native Alaskan residents, trade workers, fisherman, and others impacted by the oil spill of the litigation and their rights under the settlement terms.

In re: Johns-Manville Phenolic Foam Litig., No. CV 96-10069 (D. Mass). The nationwide multimedia legal notice program was designed to reach all Persons who owned any structure, including an industrial building, commercial building, school, condominium, apartment house, home, garage or other type of structure located in the United States or its territories, in which Johns-Manville PFRI was installed, in whole or in part, on top of a metal roof deck.



Bristow v Fleetwood Enters Litig., No Civ 00-0082-S-EJL (D. Id). Ms. Finegan designed and implemented a legal notice campaign targeting present and former employees of Fleetwood Enterprises, Inc., or its subsidiaries who worked as hourly production workers at Fleetwood's housing, travel trailer, or motor home manufacturing plants. The comprehensive notice campaign included print, radio and television advertising.

In re: New Orleans Tank Car Leakage Fire Litig., No 87-16374 (Civil Dist. Ct., Parish of Orleans, LA) (2000). This case resulted in one of the largest settlements in U.S. history. This campaign consisted of a media relations and paid advertising program to notify individuals of their rights under the terms of the settlement.

Garria Spencer v. Shell Oil Co., No. CV 94-074(Dist. Ct., Harris County, Tex.). The nationwide notification program was designed to reach individuals who owned real property or structures in the United States which contained polybutylene plumbing with acetyl insert or metal insert fittings.

In re: Hurd Millwork Heat Mirror™ Litig., No. CV-772488 (Sup. Ct. of Cal., County of Santa Clara). This nationwide multi-media notice program was designed to reach class members with failed heat mirror seals on windows and doors, and alert them as to the actions that they needed to take to receive enhanced warranties or window and door replacement.

Laborers Dist. Counsel of Alabama Health and Welfare Fund v. Clinical Lab. Servs., Inc, No. CV–97-C-629-W (N.D. Ala.). Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning alleged billing discrepancies for clinical laboratory testing services.

In re: StarLink Corn Prods. Liab. Litig., No. 01-C-1181 (N.D. III).. Ms. Finegan designed and implemented a nationwide notification program designed to alert potential class members of the terms of the settlement.

In re: MCI Non-Subscriber RatePayers Litig., MDL Docket No. 1275, 3:99-cv-01275 (S.D.III.). The advertising and media notice program, found to be "more than adequate" by the Court, was designed with the understanding that the litigation affected all persons or entities who were customers of record for telephone lines presubscribed to MCI/World Com, and were charged the higher non-subscriber rates and surcharges for direct-dialed long distance calls placed on those lines. www.rateclaims.com.

In re: Albertson's Back Pay Litig., No. 97-0159-S-BLW (D.Id.). Ms. Finegan designed and developed a secure Internet site, where claimants could seek case information confidentially.

In re: Georgia Pacific Hardboard Siding Recovering Program, No. CV-95-3330-RG (Cir. Ct., Mobile County, Ala.). Ms. Finegan designed and implemented a multi-media legal notice program, which was designed to reach class members with failed G-P siding and alert them of



the pending matter. Notice was provided through advertisements, which aired on national cable networks, magazines of nationwide distribution, local newspaper, press releases and trade magazines.

In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., Nos. 1203, 99-20593. Ms. Finegan worked as a consultant to the National Diet Drug Settlement Committee on notification issues. The resulting notice program was described and complimented at length in the Court's Memorandum and Pretrial Order 1415, approving the settlement,

In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., 2000 WL 1222042, Nos. 1203, 99-20593 (E.D.Pa. Aug. 28, 2002).

Ms. Finegan designed the Notice programs for multiple state antitrust cases filed against the Microsoft Corporation. In those cases, it was generally alleged that Microsoft unlawfully used anticompetitive means to maintain a monopoly in markets for certain software, and that as a result, it overcharged consumers who licensed its MS-DOS, Windows, Word, Excel and Office software. The multiple legal notice programs designed by Jeanne Finegan and listed below targeted both individual users and business users of this software. The scientifically designed notice programs took into consideration both media usage habits and demographic characteristics of the targeted class members.

In re: Florida Microsoft Antitrust Litig. Settlement, No. 99-27340 CA 11 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Montana Microsoft Antitrust Litig. Settlement, No. DCV 2000 219 (First Judicial Dist. Ct., Lewis & Clark Co., Mt.).

In re: South Dakota Microsoft Antitrust Litig. Settlement, No. 00-235(Sixth Judicial Cir., County of Hughes, S.D.).

In re: Kansas Microsoft Antitrust Litig. Settlement, No. 99C17089 Division No. 15 Consolidated Cases (Dist. Ct., Johnson County, Kan.) ("The Class Notice provided was the best notice practicable under the circumstances and fully complied in all respects with the requirements of due process and of the Kansas State. Annot. §60-22.3.").

In re: North Carolina Microsoft Antitrust Litig. Settlement, No. 00-CvS-4073 (Wake) 00-CvS-1246 (Lincoln) (General Court of Justice Sup. Ct., Wake and Lincoln Counties, N.C.).

In re: ABS II Pipes Litig., No. 3126 (Sup. Ct. of Cal., Contra Costa County). The Court approved regional notification program designed to alert those individuals who owned structures with the pipe that they were eligible to recover the cost of replacing the pipe.

In re: Avenue A Inc. Internet Privacy Litig., No: C00-1964C (W.D. Wash.).

Heffler Claims

In re: Lorazepam and Clorazepate Antitrust Litig., No. 1290 (TFH) (D.C.C.).

In re: Providian Fin. Corp. ERISA Litig., No C-01-5027 (N.D. Cal.).

In re: H & R Block., et al Tax Refund Litig., No. 97195023/CC4111 (MD Cir. Ct., Baltimore City).

In re: American Premier Underwriters, Inc, U.S. Railroad Vest Corp., No. 06C01-9912 (Cir. Ct., Boone County, Ind.).

In re: Sprint Corp. Optical Fiber Litig., No: 9907 CV 284 (Dist. Ct., Leavenworth County, Kan).

In re: Shelter Mutual Ins. Co. Litig., No. CJ-2002-263 (Dist.Ct., Canadian County. Ok).

In re: Conseco, Inc. Sec. Litig., No: IP-00-0585-C Y/S CA (S.D. Ind.).

In re: Nat'l Treasury Employees Union, et al., 54 Fed. Cl. 791 (2002).

In re: City of Miami Parking Litig., Nos. 99-21456 CA-10, 99-23765 — CA-10 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Prime Co. Incorporated D/B/A/ Prime Co. Personal Comm., No. L 1:01CV658 (E.D. Tx.).

Alsea Veneer v. State of Oregon A.A., No. 88C-11289-88C-11300.

SEC ENFORCEMENT NOTICE PROGRAM EXPERIENCE

SEC v. Vivendi Universal, S.A., et al., Case No. 02 Civ. 5571 (RJH) (HBP) (S.D.N.Y.). The Notice program included publication in 11 different countries and eight different languages.

SEC v. Royal Dutch Petroleum Company, No.04-3359 (S.D. Tex.)

FEDERAL TRADE COMMISSION NOTICE PROGRAM EXPERIENCE

FTC c. TracFone Wireless, Case No., CV 13-3440 EMC (N.D. California)

FTC v. Skechers U.S.A., Inc., No. 1:12-cv-01214-JG (N.D. Ohio).

FTC v. Reebok International Ltd., No. 11-cv-02046 (N.D. Ohio)

FTC v. Chanery and RTC Research and Development LLC [Nutraquest], No :05-cv-03460 (D.N.J.)



BANKRUPTCY EXPERIENCE

Ms. Finegan has designed and implemented hundreds of domestic and international bankruptcy notice programs. A sample case list includes the following:

In re AMR Corporation [American Airlines], et al., No. 11-15463 (SHL) (Bankr. S.D.N.Y.) *("due and proper notice [was] provided, and ... no other or further notice need be provided.")*

In re Jackson Hewitt Tax Service Inc., et al., No 11-11587 (Bankr. D.Del.) (2011). The debtors sought to provide notice of their filing as well as the hearing to approve their disclosure statement and confirm their plan to a large group of current and former customers, many of whom current and viable addresses promised to be a difficult (if not impossible) and costly undertaking. The court approved a publication notice program designed and implemented by Finegan and the administrator, that included more than 350 local newspaper and television websites, two national online networks (24/7 Real Media, Inc. and Microsoft Media Network), a website notice linked to a press release and notice on eight major websites, including CNN and Yahoo. These online efforts supplemented the print publication and direct-mail notice provided to known claimants and their attorneys, as well as to the state attorneys general of all 50 states. The Jackson Hewitt notice program constituted one of the first large chapter 11 cases to incorporate online advertising.

In re: Nutraquest Inc., No. 03-44147 (Bankr. D.N.J.)

In re: General Motors Corp. et al, No. 09-50026 (Bankr. S.D.N.Y.). This case is the 4th largest bankruptcy in U.S. history. Ms. Finegan and her team worked with General Motors restructuring attorneys to design and implement the legal notice program.

In re: ACandS, Inc., No. 0212687 (Bankr. D.Del.) (2007) ("Adequate notice of the Motion and of the hearing on the Motion was given.").

In re: United Airlines, No. 02-B-48191 (Bankr. N.D III.). Ms. Finegan worked with United and its restructuring attorneys to design and implement global legal notice programs. The notice was published in 11 countries and translated into 6 languages. Ms. Finegan worked closely with legal counsel and UAL's advertising team to select the appropriate media and to negotiate the most favorable advertising rates. www.pd-ual.com.

In re: Enron, No. 01-16034 (Bankr. S.D.N.Y.). Ms. Finegan worked with Enron and its restructuring attorneys to publish various legal notices.

In re: Dow Corning, No. 95-20512 (Bankr. E.D. Mich.). Ms. Finegan originally designed the information website. This Internet site is a major information hub that has various forms in 15 languages.



In re: Harnischfeger Inds., No. 99-2171 (RJW) Jointly Administered (Bankr. D. Del.). Ms. Finegan designed and implemented 6 domestic and international notice programs for this case. The notice was translated into 14 different languages and published in 16 countries.

In re: Keene Corp., No. 93B 46090 (SMB), (Bankr. E.D. MO.). Ms. Finegan designed and implemented multiple domestic bankruptcy notice programs including notice on the plan of reorganization directed to all creditors and all Class 4 asbestos-related claimants and counsel.

In re: Lamonts, No. 00-00045 (Bankr. W.D. Wash.). Ms. Finegan designed an implemented multiple bankruptcy notice programs.

In re: Monet Group Holdings, Nos. 00-1936 (MFW) (Bankr. D. Del.). Ms. Finegan designed and implemented a bar date notice.

In re: Laclede Steel Co., No. 98-53121-399 (Bankr. E.D. MO.). Ms. Finegan designed and implemented multiple bankruptcy notice programs.

In re: Columbia Gas Transmission Corp., No. 91-804 (Bankr. S.D.N.Y.). Ms. Finegan developed multiple nationwide legal notice notification programs for this case.

In re: U.S.H. Corp. of New York, et al. (Bankr. S.D.N.Y). Ms. Finegan designed and implemented a bar date advertising notification campaign.

In re: Best Prods. Co., Inc., No. 96-35267-T, (Bankr. E.D. Va.). Ms. Finegan implemented a national legal notice program that included multiple advertising campaigns for notice of sale, bar date, disclosure and plan confirmation.

In re: Lodgian, Inc., et al., No. 16345 (BRL) Factory Card Outlet – 99-685 (JCA), 99-686 (JCA) (Bankr. S.D.N.Y).

In re: Internat'l Total Servs, Inc., et al., Nos. 01-21812, 01-21818, 01-21820, 01-21882, 01-21824, 01-21826, 01-21827 (CD) Under Case No: 01-21812 (Bankr. E.D.N.Y).

In re: Decora Inds., Inc. and Decora, Incorp., Nos. 00-4459 and 00-4460 (JJF) (Bankr. D. Del.).

In re: Genesis Health Ventures, Inc., et al, No. 002692 (PJW) (Bankr. D. Del.).

In re: Tel. Warehouse, Inc., et al, No. 00-2105 through 00-2110 (MFW) (Bankr. D. Del.).

In re: United Cos. Fin. Corp., et al, No. 99-450 (MFW) through 99-461 (MFW) (Bankr. D. Del.).

In re: Caldor, Inc. New York, The Caldor Corp., Caldor, Inc. CT, et al., No. 95-B44080 (JLG) (Bankr. S.D.N.Y).



In re: Physicians Health Corp., et al., No. 00-4482 (MFW) (Bankr. D. Del.).

In re: GC Cos., et al., Nos. 00-3897 through 00-3927 (MFW) (Bankr. D. Del.).

In re: Heilig-Meyers Co., et al., Nos. 00-34533 through 00-34538 (Bankr. E.D. Va.).

PRODUCT RECALL AND CRISIS COMMUNICATION EXPERIENCE

Reser's Fine Foods. Reser's is a nationally distributed brand and manufacturer of food products through giants such as Albertsons, Costco, Food Lion, WinnDixie, Ingles, Safeway and Walmart. Ms. Finegan designed an enterprise-wide crisis communication plan that included communications objectives, crisis team roles and responsibilities, crisis response procedures, regulatory protocols, definitions of incidents that require various levels of notice, target audiences, and threat assessment protocols. Ms. Finegan worked with the company through two nationwide, high profile recalls, conducting extensive media relations efforts.

Gulf Coast Claims Facility Notice Campaign. Finegan coordinated a massive outreach effort throughout the Gulf Coast region to notify those who have claims as a result of damages caused by the Deep Water Horizon Oil spill. The notice campaign includes extensive advertising in newspapers throughout the region, Internet notice through local newspaper, television and radio websites and media relations. The Gulf Coast Claims Facility (GCCF) is an independent claims facility, funded by BP, for the resolution of claims by individuals and businesses for damages incurred as a result of the oil discharges due to the Deepwater Horizon incident on April 20, 2010.

City of New Orleans Tax Revisions, Post-Hurricane Katrina. In 2007, the City of New Orleans revised property tax assessments for property owners. As part of this process, it received numerous appeals to the assessments. An administration firm served as liaison between the city and property owners, coordinating the hearing schedule and providing important information to property owners on the status of their appeal. Central to this effort was the comprehensive outreach program designed by Ms. Finegan, which included a website and a heavy schedule of television, radio and newspaper advertising, along with the coordination of key news interviews about the project picked up by local media.

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Co-Author, "The Electronic Nature of Legal Noticing," The American Bankruptcy Institute Journal, Vol. XXI, No. 3, April 2002.

Author, "Three Important Mantras for CEO's and Risk Managers," - International Risk Management Institute, irmi.com, January 2002.

Co-Author, "Used the Bat Signal Lately," The National Law Journal, Special Litigation Section, February 19, 2001.

Author, "How Much is Enough Notice," Dispute Resolution Alert, Vol. 1, No. 6. March 2001.

Author, "Monitoring the Internet Buzz," The Risk Report, Vol. XXIII, No. 5, Jan. 2001.

Author, "High-Profile Product Recalls Need More Than the Bat Signal," - International Risk Management Institute, irmi.com, July 2001.

Co-Author, "Do You Know What 100 Million People are Buzzing About Today?" Risk and Insurance Management, March 2001.

Quoted Article, "Keep Up with Class Action," Kentucky Courier Journal, March 13, 2000.

Author, "The Great Debate - How Much is Enough Legal Notice?" American Bar Association – Class Actions and Derivatives Suits Newsletter, winter edition 1999.

SPEAKER/EXPERT PANELIST/PRESENTER

Bridgeport Continuing Ed. Speaker, Webinar "Media Relevant in the Class Notice Context."

July, 2014.

Bridgeport Continuing Ed. Faculty Panelist, "Media Relevant in the Class Notice Context."

Los Angeles, California, April 2014.

CASD 5th Annual Speaker, "The Impact of Social Media on Class Action Notice."

Consumer Attorneys of San Diego Class Action Symposium, San

Diego, California, September 2012.

Law Seminars International Speaker, "Class Action Notice: Rules and Statutes Governing FRCP

(b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new



era of online and social media." Chicago, IL, October 2011.
*Voted by attendees as one of the best presentations given.

CASD 4th Annual Faculty Panelist, "Reasonable Notice - Insight for practitioners on

the FJC's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide. Consumer Attorneys of San Diego Class

Action Symposium, San Diego, California, October 2011.

CLE International Faculty Panelist, Building a Workable Settlement Structure, CLE

International, San Francisco, California May, 2011.

CASD Faculty Panelist, "21st Century Class Notice and Outreach." 3nd

Annual Class Action Symposium CASD Symposium, San Diego,

California, October 2010.

CASD Faculty Panelist, "The Future of Notice." 2nd Annual Class Action

Symposium CASD Symposium, San Diego California, October 2009.

American Bar Association Speaker, 2008 Annual Meeting, "Practical Advice for Class Action

Settlements: The Future of Notice In the United States and Internationally – Meeting the Best Practicable Standard."

Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New

York, NY, August 2008.

Women Lawyers Assn. Faculty Panelist, Women Lawyers Association of Los Angeles

of Los Angeles, 2008.

(WLALA) CLE Presentation, "The Anatomy of a Class Action." Los Angeles, CA, February, 2008.

Warranty Chain Mgmt. Faculty Panelist, Presentation Product Recall Simulation. Tampa,

Florida, March 2007.

Practicing Law Institute (PLI) Faculty Panelist, CLE Presentation, 11th Annual Consumer

Financial Services Litigation. Presentation: Class Action Settlement Structures – Evolving Notice Standards in the Internet Age. New York/Boston (simulcast), NY March 2006; Chicago, IL April 2006

and San Francisco, CA, May 2006.

U.S. Consumer Product Ms. Finegan participated as an expert panelist to the Consumer

Product

	Cas
Heffler Cla	aims

Safety Commission Safety Commission to discuss ways in which the CPSC could

enhance and measure the recall process. As a panelist, Ms Finegan discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda MD,

September 2003.

Weil, Gotshal & Manges Presenter, CLE presentation, "A Scientific Approach to Legal Notice

Communication." New York, June 2003.

Sidley & Austin Presenter, CLE presentation, "A Scientific Approach to Legal

Notice Communication." Los Angeles, May 2003.

Kirkland & Ellis Speaker to restructuring group addressing "The Best Practicable

Methods to Give Notice in a Tort Bankruptcy." Chicago, April

2002.

Georgetown University Law Faculty, CLE White Paper: "What are the best practicable methods

to Center Mass Tort Litigation give notice? Dispelling the communications myth – A notice Institute disseminated is a

notice communicated," Mass Tort Litigation Institute. Washington

D.C., November, 2001.

American Bar Association Presenter, "How to Bullet-Proof Notice Programs and What

Communication Barriers Present Due Process Concerns in Legal Notice," ABA Litigation Section Committee on Class Actions &

Derivative Suits. Chicago, IL, August 6, 2001.

McCutchin, Doyle, Brown Speaker to litigation group in San Francisco and simulcast to four

other & Enerson McCutchin locations, addressing the definition of effective notice and barriers to communication that affect due

process in legal notice. San Francisco, CA, June 2001.

Marylhurst University Guest lecturer on public relations research methods. Portland,

OR, February 2001.

University of Oregon Guest speaker to MBA candidates on quantitative and qualitative

research for marketing and communications programs. Portland,

Speaker on the definition of effective notice. San Francisco and Los

OR, May 2001.

Judicial Arbitration &

Modiation Services (IAMS) Angeles CA June 2000

Mediation Services (JAMS) Angeles, CA, June 2000.

International Risk Past Expert Commentator on Crisis and Litigation Communications.



Management Institute www.irmi.com.

The American Bankruptcy Institute Journal (ABI)

Past Contributing Editor – Beyond the Quill. www.abi.org.

BACKGROUND

Ms Finegan's past experience includes working in senior management for leading Class Action Administration firms including The Garden City Group ("GCG") and Poorman-Douglas Corp., ("EPIQ"). Ms. Finegan co-founded Huntington Advertising, a nationally recognized leader in legal notice communications. After Fleet Bank purchased her firm in 1997, she grew the company into one of the nation's leading legal notice communication agencies.

Prior to that, Ms. Finegan spearheaded Huntington Communications, (an Internet development company) and The Huntington Group, Inc., (a public relations firm). As a partner and consultant, she has worked on a wide variety of client marketing, research, advertising, public relations and Internet programs. During her tenure at the Huntington Group, client projects included advertising (media planning and buying), shareholder meetings, direct mail, public relations (planning, financial communications) and community outreach programs. Her past client list includes large public and privately held companies: Code-A-Phone Corp., Thrifty-Payless Drug Stores, Hyster-Yale, The Portland Winter Hawks Hockey Team, U.S. National Bank, U.S. Trust Company, Morley Capital Management, and Durametal Corporation.

Prior to Huntington Advertising, Ms. Finegan worked as a consultant and public relations specialist for a West Coast-based Management and Public Relations Consulting firm.

Additionally, Ms. Finegan has experience in news and public affairs. Her professional background includes being a reporter, anchor and public affairs director for KWJJ/KJIB radio in Portland, Oregon, as well as reporter covering state government for KBZY radio in Salem, Oregon. Ms. Finegan worked as an assistant television program/promotion manager for KPDX directing \$50 million in programming. She was also the program/promotion manager at and KECH-22 television.

Ms. Finegan's multi-level communication background gives her a thorough, hands-on understanding of media, the communication process, and how it relates to creating effective and efficient legal notice campaigns.

MEMBERSHIPS, PROFESSIONAL CREDENTIALS

APR - The Universal Board of Accreditation Public Relations Society of America – Accredited.

Member of the Public Relations Society of America

Member Canadian Public Relations Society

Also see LinkedIn page.

Exhibit B



ANGELINA'S SURGERY I DID THIS FOR MY KIDS

AVRIL LAVIGNE AT HOME, MARCH 27, 2015

how she's fighting to recover

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> You must file a claim to receive a cash refund. Visit www.PrepaidPhoneRefund.com to file a claim.

A federal court authorized this notice. This isn't a solicitation from a lawyer and you aren't being sued. This notice may affect your legal rights. Please read it carefully. Si desea recibir esta notificación en Español, llámenos o visite nuestra página web.

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If you don't want to make a claim, and don't want to be bound by the settlement and any judgment in this case, you must send a written request to exclude yourself from the settlement, postmarked no later than May 20, 2015. If you exclude yourself, you won't get a refund through this settlement. If you don't exclude yourself and don't submit a claim, you won't receive a refund from the settlement and you will give up the right to sue TracFone or Wal-Mart about the claims in this case. If you don't exclude yourself, you may object to the settlement or to the request for fees by the attorneys representing the Class. The detailed Class Notice, available at www.PrepaidPhoneRefund.com, explains how to exclude yourself or object.

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Get the 1 solution at AdvancedHar



Drawing Stares on the Red Carpet

"I've been told I'm too thin even when I'm 10 lbs. heavier," says Rancic, who was "shocked" by the firestorm of online debate after her appearance at the 2015 Golden Globes (right). "But weight is very personal. You never know what anyone is going through."

outlook. "Whatever happens, good or bad, there is a purpose that will ultimately expose itself," she says. "That philosophy hasn't failed me yet."

So what is going on with her weight? Rancic says she's fully aware that it's a problem. "I think now is a good time to address it, because it's really gotten out of hand lately," she says. "I never want my weight to distract people from

my work." But she insists it's not about what she does or doesn't eat. After undergoing a double mastectomy in 2011, she began taking a commonly prescribed breast cancer drug to help prevent a recurrence and soon noticed that "I started losing weight," she says. "I was eating a lot, so I was concerned." (Her oncologist Dr. Dev

'I was called But I'm happy because it made me who lam

Paul of Rocky Mountain Cancer Centers in Denver told her that the drug, which can alter the metabolism, potentially has that effect.) Also contributing to her thinness, Rancic believes, is the stress she's been under since she and her husband, Bill, 43, received a devastating personal blow in December. The couple, whose E! reality show Giuliana & Bill chronicled an emotional struggle with infertility (their son Duke, 2, was born via surrogate), had been hoping to expand their family. Instead, New Year's Eve brought the news that their surrogate had again miscarried (the first miscarriage was recounted on the show in 2014). Now, the



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ALL CALIFORNIA OFFERS

2 Happiness is calling from San Diego — Visit sandiego.org/ value for deals, coupons, and more information to start planning your trip.

3 ALL FLORIDA OFFERS

- Daytona Beach The Original American Beach, Florida's Sunshine Escape with activities for the family. Request a free Visitors Guide.
- Water the Family Tree. Marathon, The Florida Keys Between boating, diving, and splashing on the beach, Marathon offers unlimited activities for your family to grow close together.
- 6 Navarre Beach By paddle or pedal. By zip line. By the seat of your pants. Once you get here, you'll see why it's called Florida's Playground.
- 7 Pensacola Find out what you're searching for in Pensacola-sugar white beaches, rich history, coastal cuisine, shopping, culture & more.
- 8 Florida's Space Coast, Orlando's Closest Beach Has Kennedy Space Center, the largest manatee population and zipline, plus Port Canaveral cruise ships.
- 9 Villas of Amelia Island Plantation Nestled on 1350 acres on the Northeast Florida coast, enjoy luxurious accommodations, 3.5 miles of beach, pools, spa, tennis, golf, 9 restaurants and family-friendly activities.
- VISIT FLORIDA The headquarters for all the information you need about planning your trip to the Sunshine State.

11 ALL NEBRASKA OFFERS

12 Nebraska – We invite you to visit a state of absolute beauty at every turn. Visit Nebraska. Visit Nice.

13 ALL SOUTH CAROLINA OFFERS

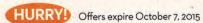
14 South Carolina — There's more to us than great golf and world-class beaches. Come and discover "undiscovered" South Carolina!

15 ALL TENNESSEE OFFERS

- 16 Visit Elvis Presley's Graceland Tour Graceland mansion, step aboard Elvis' custom jets, check out his cars and more.
- 17 Pigeon Forge Pigeon Forge is the center of fun in the Smokies and has endless experiences your kids will love. Order a travel planner today.
- 18 Sevierville Dolly Parton's hometown and "Where Smoky Mountain Fun Begins."

19 ALL VERMONT OFFERS

20 Smugglers' Notch Vermont, America's Family Resort® — Your best value for Family Fun—anywhere! America's Family Resort features mountain resort village lodging, award-winning children's programs (6 wks – 17 years), 8 pools, 4 waterslides, Zip Line canopy Tours, hiking and activities everyone will love. Family Fun Guaranteed!



ocument121-A you ado 4/30/aight Page Net10,

Simple Mobile, or Telcel America "Unlimited" Mobile Service Plan, you may be entitled to a cash refund from a class action settlement.

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A federal court authorized this notice.

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Si desea recibir esta notificación en Español,

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CONNOR HALLIDAY Wash. State [6' 3", 196 lbs.]

3,873 yards / 32 TDs / 11 INTs **PROS** Excels at deep balls dropped over a secondary. Played through a lacerated liver; endured a coaching change, a lot of losing and some terrible O-line play. So toughness is not a concern. **CONS** Mike Leach pupils haven't often succeeded outside the pass-crazed systems they rode to prominence in college. **NFL COMP Jeff Tuel**



CODY FAJARDO

NEVADA (6' 1", 223 LBS.) 2,498 yards / 18 TDs / 11 INTs

PROS Smooth release. Great athlete-one of the best at the combine for the position. Tough kid; will take hits. Good timing on back-shoulder fade. CONS Played in Pistol O; will have to adjust to NFL offense. Doesn't have a big arm. **NFL COMP** Geno Smith



PROS Precise on short and midrange passes, ODU's offense was built on his making quick reads, which he did well. Can throw on the run: doesn't panic under pressure. **CONS** Monarchs mostly ran one-read plays from a spread offense; he faces

a huge transition to the NFL. Lacks arm strength to deliver deep balls. **NFL COMP Chase Daniel**



SHANE CARDEN East Carolina (6' 2", 218 lbs.) 4.736 vards / 30 TDs / 10 INTs

PROS Able to keep his eyes downfield in the midst of pressure and then sling it deep. Athletic enough to

make things happen with his feet and make throws on the run. Not afraid to go to covered WRs: able to make tight-window throws. **CONS** Tends to play frenetically and struggles getting enough on his sideline throws. Has to learn to cycle through and read coverages. **NFL COMP Thad Lewis**

BRYAN BENNETT SE Louisiana (6' 2", 211 lbs.)

2.357 vards / 18 TDs / 8 INTs **PROS** Lightning-quick release when he needs it. Athletic: can move and scramble. Can make drive throws to middle of the field. CONS Doesn't spin the ball as well as you'd like. Struggles to make throws when moved off his spot. Pressure him and it's over. Deep ball is a problem. NFL COMP Josh McCown

JERRY LOVELOCKE Prairie View A&M (6' 4", 248 lbs.)

2.473 vards / 16 TDs / 9 INTs

PROS Has an NFL frame and a big arm that is best used fitting passes into tight windows over the middle. Showed the ability to improvise and get throws off in an imperfect pocket. **CONS** His 4.99 40 time at the combine underscores the concern that his impressive rushing stats were helped significantly by inferior competition and the deception of his team's zone-read O. Struggles with touch and consistent placement on deep balls. **NFL COMP Logan Thomas**



BLAKE SIMS Alabama (5' 11", 218 lbs.) 3.487 vards / 28 TDs /

PROS Smooth throwing motion; dynamic in the open field. Can make all the throws, despite lacking a huge arm. Good on his feet: at times seems impossible to bring down in the pocket. Great body control: takes care of the ball. **CONS** Tends to stare down WRs. Balls get batted at line due to his height, arm angle. Likely not a starter. NFL COMP Colt McCoy



2014 FBS passer rating leader

MARCUS Mariota

Top 40 time at combine

MARIOTA

SCOUTING BY

Colin Becht, Peter Bukowski, Chris Burke, Ben Eagle, Zac Ellis, Doug Farrar, Ben Glicksman, Bette Marston, Aaron Nagler, Amy Parlapiano, Andrew Perloff and Eric Single



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GET CROSSFIT Every workout is a mini competition with a goal-do as many reps as possible, get through a certain number of moves as fast as you can. You're going against fellow CrossFitters and yourself. If you're not quite ready for that intensity, take a cue from CrossFit and start a log. "Track every workout-how long and how hard you went—and try to best every performance, even just a little," Schmidt says. If you're lifting weights, write down the pounds and the number of reps. For cardio, note the type, duration, distance, speed, and resistance/incline. Make each workout a little harder by changing one of the variables (say, upping the incline or adding 2 minutes).

PUT ON YOUR RACE FACE Find an event that suits your fitness level at runningintheusa.com. While training, use RunKeeper (free; runkeeper.com), which tracks your routes using your phone's GPS and gives you realtime updates on pace through your headphones.

LEAD THE PACK Nothing is more motivating than seeing in real time how you're faring against other exercisers; that's the idea behind the latest indoor cycling classes that feature leaderboards in the room so you can see how you rank. The Strava app (free; strava.com) uses that same philosophy for outdoor workouts. Clock your time, speed, and distance, and see where you land on the virtual leaderboard.

TRY SOME FRIENDLY COMPETITION Give friends a fitness challenge via the Endomondo app (free; endomondo.com). Come up with the task (who can climb the most stairs in a day) and invite friends to join.

MAKE THE MOST OF A MONITOR Track your steps and calories burned, and see if you can beat your numbers every few days. You can set your own goals, or have the monitor make them for you.



The new JBL Reflect Response BT headphones (\$149; jbl.com) allow you to control the volume and track what you're listening to with just a wave of your hand.



Try before you buy: For \$25, lumoid.com sends you up to five fitness trackers to test for seven days. If you buy your favorite via Lumoid, the fee goes toward the purchase.

better neath -cv-03440-EMC Document121f304had@4f50igst Talkgegtof8 Simple Mobile, or Telcel America "Unlimited" Mobile Service Plan, you may be entitled to a cash refund from a class action settlement.

> You must file a claim to receive a cash refund. Visit www.PrepaidPhoneRefund.com to file a claim.

A federal court authorized this notice. This isn't a solicitation from a lawyer and you aren't being sued. This notice may affect your legal rights. Please read it carefully. Si desea recibir esta notificación en Español, llámenos o visite nuestra página web.

WHAT IS THIS CASE ABOUT?

Consumers have filed a class action lawsuit saying that Straight Talk, Net10, Simple Mobile, and Telcel America advertised "unlimited" wireless plans, but then slowed or cut off data service, or terminated all services, for some customers. The defendants in the case, TracFone Wireless (the owner of those four brands) and Wal-Mart, deny all liability.

WHO IS INCLUDED?

You're eligible for a refund (meaning that you're a "Class Member") if you bought a Straight Talk, Net10, Simple Mobile, or Telcel America mobile service plan with "unlimited" data in the United States, and, at any time between July 24, 2009 and December 31, 2014, you had your data usage "throttled" (slowed), suspended (cut off), or had all of your services terminated by TracFone before the expiration of your service plan. If you had an "unlimited" plan, but aren't sure if your service was throttled (slowed), cut off or terminated, file a claim and the information you provide will be checked against company records to see if you're eligible.

WHAT DOES THE SETTLEMENT PROVIDE?

TracFone has agreed to pay \$40 million to a settlement fund. Class Members who file valid claims ("claimants") will receive cash refunds from the fund. Refund amounts will depend on three things: the number of claimants, when you were a customer, and how your service was affected. It is expected that refunds will be at least \$2.25 to \$6.50 for claimants who had their data service "throttled," at least \$10.00 for claimants who had their data service suspended, and \$65.00 for claimants who had all of their services terminated. Actual refund amounts may be different depending on the number of claimants. The Settlement Administrator supervising the refund program will use company records and the information you provide in your Claim Form to determine your eligibility and your refund amount. TracFone also has agreed to improve its advertising and customer service as part of the settlement to make its policies clearer to customers. For more information, visit www.PrepaidPhoneRefund.com

HOW DO I GET A REFUND?

You must file a Claim Form to get a refund. There are two ways to file Claim Form: (1) File online, at www.PrepaidPhoneRefund.com; or (2) Print a Claim Form, available at www.PrepaidPhoneRefund.com, fill it out, and mail it (with postage) to the address listed on the Claim Form. Claim Forms must be filed online or postmarked by June 19, 2015. If you had more than one phone number with "unlimited" data from Straight Talk, Net10, Simple Mobile or Telcel America between July 24, 2009, and December 31, 2014, you should file a separate Claim Form for each phone number you had. (It's easier to file multiple claims online.)

YOUR OTHER OPTIONS.

If you don't want to make a claim, and don't want to be bound by the settlement and any judgment in this case, you must send a written request to exclude yourself from the settlement, postmarked no later than May 20, 2015. If you exclude yourself, you won't get a refund through this settlement. If you don't exclude yourself and don't submit a claim, you won't receive a refund from the settlement and you will give up the right to sue TracFone or Wal-Mart about the claims in this case. If you don't exclude yourself, you may object to the settlement or to the request for fees by the attorneys representing the Class. The detailed Class Notice, available at www.PrepaidPhoneRefund.com, explains how to exclude yourself or object.

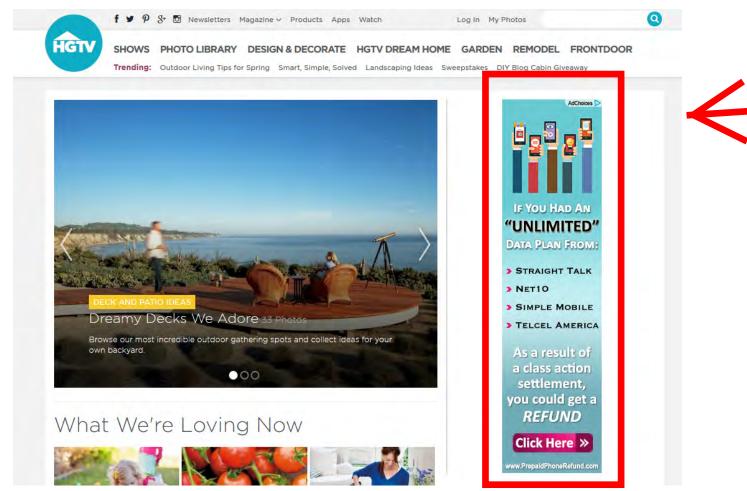
The Court will hold a hearing in the case—In re TracFone Unlimited Service Plan Litigation, No. 13-cv-03440-EMC (N.D. Cal.)—on June 23, 2015 at 2:30 p.m., to consider whether to approve: (1) the settlement; (2) attorneys' fees of up to \$5 million plus reimbursement of out-of-pocket litigation costs of up to \$100,000, for the attorneys representing the Class, to be paid by TracFone in addition to the \$40 million settlement fund; and (3) service awards of \$2,500 each for the eight class representatives who represented the Class in this case. You may appear at the hearing, but you don't have to. The Court has appointed attorneys (called "Class Counsel") to represent the Class. These attorneys are listed in the detailed Class Notice. You may hire your own attorney to appear for you, but you will have to pay that attorney.

WHERE CAN I GET MORE INFORMATION? For more information, visit www.PrepaidPhoneRefund.com or call 1-855-312-3327

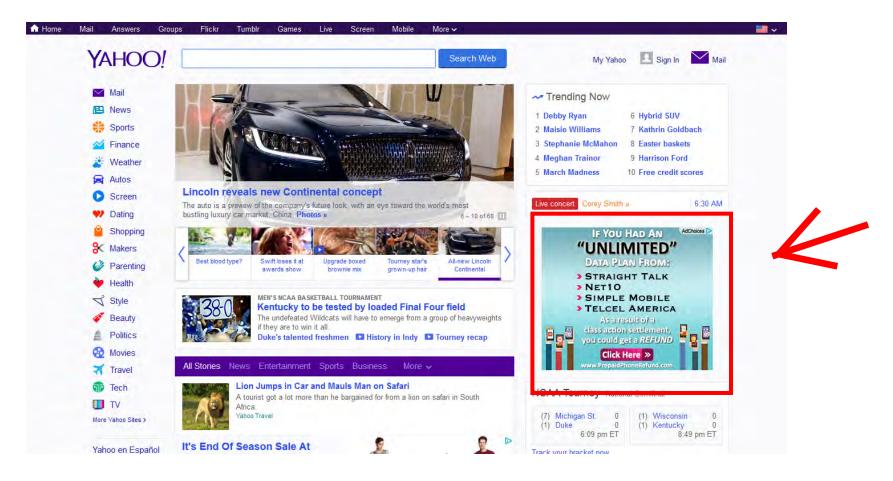
Exhibit C

Tracfone - 160x600 Site - Hgtv.com

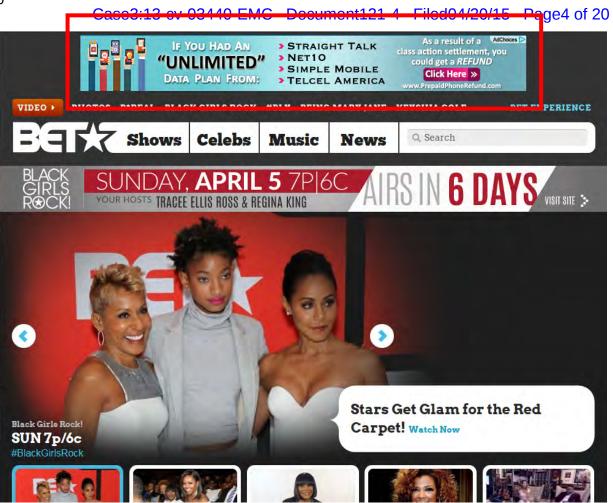
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Tracfone - 728x90 Site - Bet.com



Catherine si se nos casa

A lo Marilyn Monroe

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Mariana vivió en carne propia



HF Media : 160x600 Site : Aol.com

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Aol.

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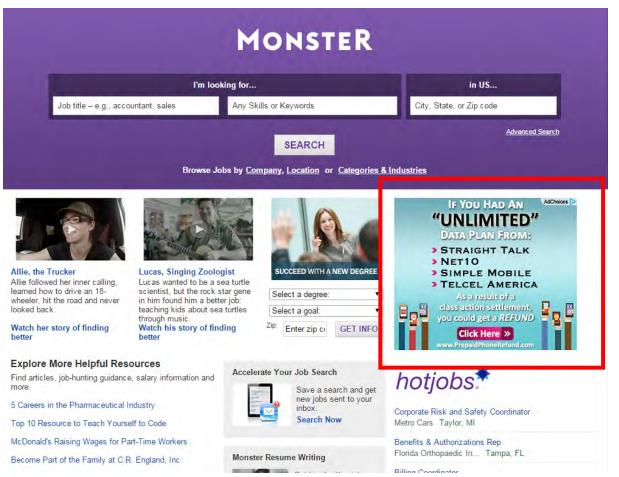
Pickled Ramps and Aleppo Yogurt Sauce

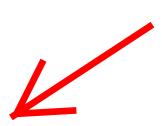
By BRYCE SHUMANIngredients: 4 cups ramps, cleaned 3 cups



HF Media : 300x250 Site : Monster.com

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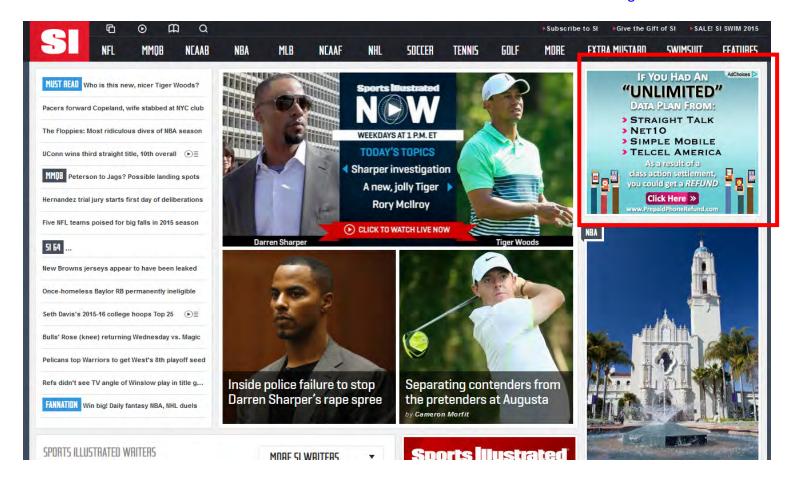




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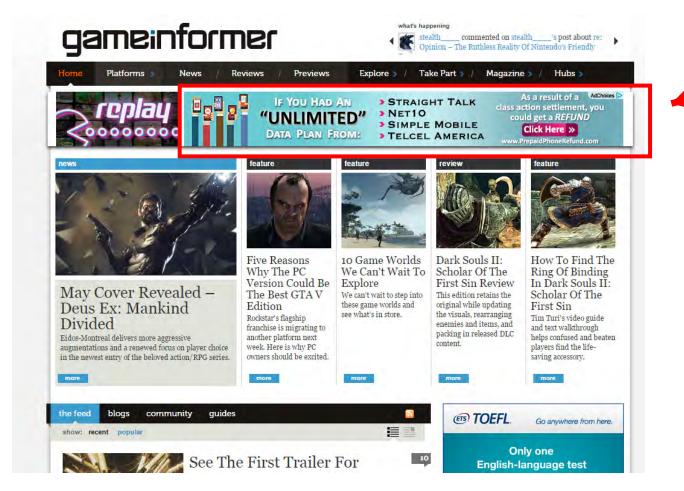
Site: Si.com

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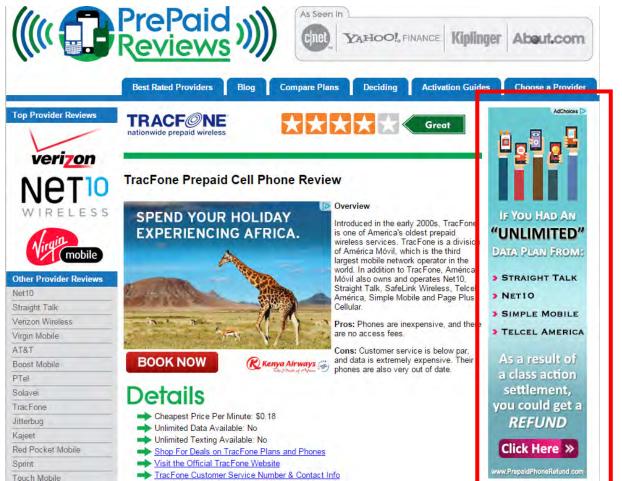
HF Media: 728x90 Site: Gameinformer.com

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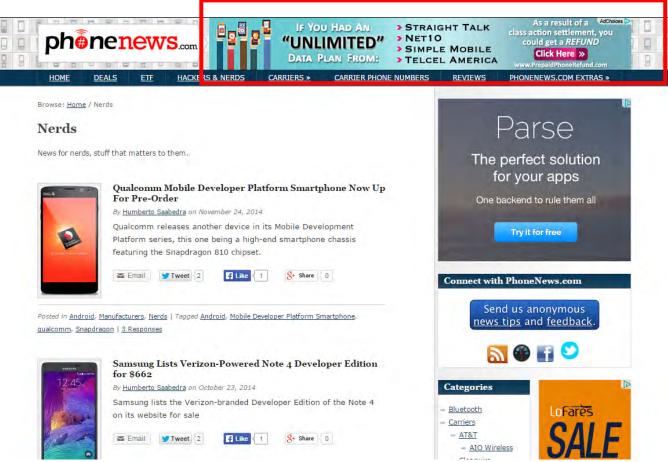
HF Media: 160x600 Site: Prepaidreviews.com

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HF Media: 728x90 Site: Phonenews.com



HF Media: 300x250

Site: Prepaidphonenews.com Case3:13-cv-03440-EMC Document121-4 Filed04/20/15 Page12 of 20

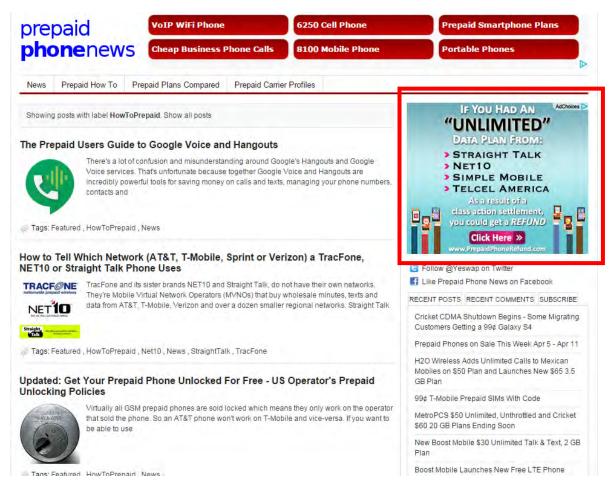




Exhibit D

Tracfone - Mobile

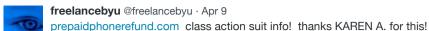




Exhibit E







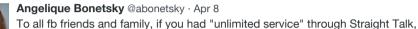
fb.me/6yFhud1ql

47 \pm



Sharing again, this isn't a joke, if you had "unlimited service" through these carriers, check out the info on... fb.me/262m4wp9A

* 43 ...



Net10, Simple Mobile, or... fb.me/1AsHQON72

4 43 ...

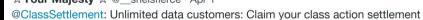


The lawsuits claim that Straight Talk, Net10, Simple Mobile, and Telcel America advertised "unlimited" data... fb.me/6ipxCFSoJ









REFUND #prepaidphonerefund cards.twitter.com/cards/18ce53yj...

◆ Old\$!



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STRAIGHT TALK, NET10, SIMPLE MOBILE and TELCEL AMERICA

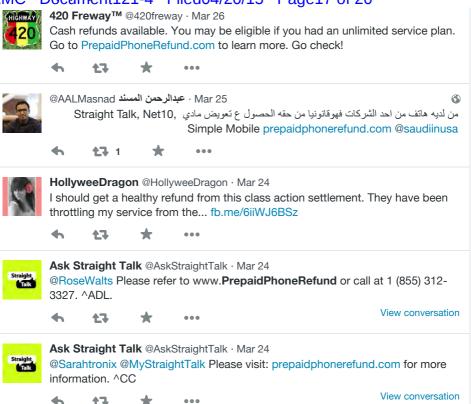


Avery @averyryan89 · Mar 29

£3 1

ATTENTION! All straight talk customers: due to the recent problem with having only so much high speed data and... fb.me/1LTjY04ng

★ 6 17 ...





☆Your Majesty ☆ @__sheisfierce · Mar 23 If u happened 2 have straight talk,net 10,etc. (Owned by tracfone..all their



prepaid unlimited plan sims) go to \quad asap claims.prepaidphonerefund.com







PR Newswire @PRNAlert · Mar 20 Class Action Settlement REFUNDS to prepaid Unlimited mobile data plan customers #prepaidphonerefund prn.to/1MKQQgl



Exhibit F

TracFone Pandora Screenshots

