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12 *the Putative Settlement Class*

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15

16 PATRICK HENDRICKS, individually and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 STARKIST CO.,

21 Defendant.
22
23
24

Case No. 13-CV-00729-HSG

**PLAINTIFF'S RENEWED NOTICE OF
MOTION AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND CERTIFICATION
OF NATIONWIDE SETTLEMENT
CLASS**

Date: April 21, 2016
Time: 2:00 p.m.
Courtroom 10, 19th Floor

Hon. Haywood S. Gilliam, Jr.

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT, on April 21, 2016 at 2:00 p.m., or as soon thereafter as the matter may be heard by the above-captioned Court, located at 450 Golden Gate Avenue, San Francisco, CA 94102, Courtroom 10, 19th Floor, in the courtroom of the Honorable Haywood S. Gilliam, Jr., Plaintiff Patrick Hendricks will and hereby does move, pursuant to Fed. R. Civ. P. 23(e), for the Court to: (i) grant final approval of the proposed Settlement Agreement, and (ii) certify the Settlement Class.¹

This renewed motion for final approval is made on the grounds that, subsequent to the Court's issuance of the February 19, 2016 Order, new material facts emerged, that is, the parties have stipulated to an amendment to the proposed settlement agreement that narrows the scope of the release to address the concerns the court cited in denying final approval, without prejudice. With this narrowing of the release, all of those grounds for denying final approval have been addressed, and the Court should now grant final approval to the settlement.

This motion is based on this Notice Of Motion And Motion, the accompanying Memorandum Of Points And Authorities, The Second Amendment To Stipulation Of Settlement, the Declaration Of Scott A. Bursor, the pleadings and papers on file herein, and any other written and oral arguments that may be presented to the Court.

CIVIL RULE 7-4(a)(3) STATEMENT OF ISSUE TO BE DECIDED

Whether the Court should grant final approval of the proposed class action settlement pursuant to Fed. R. Civ. P. 23(e).

¹ All capitalized terms herein that are not otherwise defined have the definitions set forth in the Settlement Agreement, filed concurrently herewith. *See* 10/30/15 Bursor Decl., Ex. 1.

1 Dated: March 17, 2016

Respectfully submitted,

2 **BURSOR & FISHER, P.A.**

3
4 By: /s/ Scott A. Bursor
Scott A. Bursor

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16 *the Putative Settlement Class*

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1 **I. INTRODUCTION**

2 On February 19, 2016 the Court denied final approval of the proposed settlement of this
3 action, without prejudice, ruling that the amended release failed to satisfy the “identical factual
4 predicate rule” because it would “releas[e] claims under the antitrust laws mentioned nowhere in the
5 complaint.” 2/19/16 Order at 5 (Doc. No. 336). With the benefit of that ruling, the parties have
6 agreed to a Second Amendment To Stipulation Of Settlement, executed March 1, 2016 (the “Second
7 Amended Release”) (Doc. No. 338). This Second Amended Release narrows the release to ensure
8 that it conforms to the identical factual predicate rule and does not release claims under the antitrust
9 laws.

10 The February 19, 2016 Order also held the class notice was inadequate because it did not
11 inform class members of the prior amendment to the release, which the Court found had not
12 narrowed the release, but rather may have broadened it to cover antitrust claims. 2/19/16 Order
13 at 2-3. The Second Amended Release remedies this concern too; it unambiguously narrows the
14 scope of the release. Because such a narrowing amendment only benefits the class, no additional
15 notice to the class should be required. *See, e.g., In re Integra Realty Res., Inc.*, 262 F.3d 1089, 1111
16 (10th Cir. 2001) (supplemental notice not required where a proposed amendment merely “expand[s]
17 the rights of class members”); *In re Diet Drugs Prods. Liab. Litig.*, 2010 WL 2735414, at *6 (E.D.
18 Pa. July 2, 2010) (holding an amendment to a class settlement agreement requires supplemental
19 notice only when it “would have a material adverse effect on the rights of class members”); *Harris v.*
20 *Graddick*, 615 F. Supp. 239, 244 (M.D. Ala. 1985) (“Under these limited circumstances where the
21 amendment is narrow and it is clearly apparent that the interests of the classes are not substantially
22 impaired, the court is of the opinion that the notice already given is adequate and that additional
23 notice is not required pursuant to Rule 23(e.)”); *cf. Manual for Complex Litigation* § 21.61 (4th ed.)
24 (“If the fairness hearing leads to substantial changes adversely affecting some members of the class,
25 additional notice, followed by an opportunity to be heard, might be necessary.”). In Part II.B, below,
26 we discuss 10 cases where the parties stipulated to narrow the scope of a class release after notice
27 had been given, and courts granted final approval without requiring additional notice to the class,
28 including a recent order by the Ninth Circuit affirming this practice, a recent decision by Judge

1 Sandra Brown Armstrong of this District, and eight other cases granting final approval without
2 requiring additional notice to the class.

3 Here, dissemination of the class notice cost \$404,730.00, which was paid from the settlement
4 fund, reducing the benefits available to class members. Bursor Decl. ¶ 3. Class members' interests
5 are best served by avoiding a repeat of those costs, and by avoiding the delay that necessarily would
6 be caused by a repeat notice. As a result, and for the reasons stated more fully below, the Court
7 should not require additional notice, and should now grant final approval to the settlement.

8 **II. ARGUMENT**

9 **A. The Second Amended Release Has Been Narrowed To Address The Concerns 10 Set Forth In The February 19, 2016 Order**

11 In light of several parties' objections to the breadth of the release in the original Settlement
12 Agreement, the parties had attempted to narrow the scope of the release through their December 10,
13 2015 Amendment To Stipulation Of Settlement (Doc. No. 323-2). The Court's 2/19/16 Order
14 reflects the Court's conclusion that those efforts missed the mark. *See* 2/19/16 Order at 3 n.2 ("[I]t is
15 far from certain that the amended release here truly narrowed the scope of the release."). With the
16 benefit of the Court's analysis, the parties have agreed to a Second Amendment To Stipulation Of
17 Settlement, executed March 1, 2016 (the "Second Amended Release") (Doc. No. 338). The Second
18 Amended Release conforms the terms of the release as closely as possible to those set forth in ¶ 24
19 of the Long Form Class Notice, which was previously disseminated to the Class, and amends those
20 terms to address the overbreadth issues identified in the 2/19/16 Order. A redline showing changes
21 from ¶ 24 of the Long Form Class Notice illustrates how the release has been narrowed:

22 6.1 Release by Settlement Class Members. If the Court grants final
23 approval of the settlement, all members of the Class will release and
24 forever discharge any and all claims or causes of action ~~that have been,~~
25 ~~might have been, are now, or could have been brought relating to the~~
26 ~~transactions, actions, conduct and events that are the subject of this~~
27 ~~action or settlement, arising from or related to the under filling of tuna~~
28 ~~in the StarKist Products arising from the factual allegations and/or~~

1 [legal claims made in the Action](#), whether in law or equity, whether
2 seeking damages or any other relief (including attorneys' fees), of any
3 kind or character, known or unknown, that are now recognized by law
4 or that may be created or recognized in the future by statute,
5 regulation, judicial decision, or in any other manner, based upon any
6 federal or state statutory or common law, including, without limitation,
7 claims sounding in tort, contract, and the consumer protection laws of
8 the United States or of any state or other jurisdiction within the United
9 States, as well as under the unfair or deceptive trade practices, trade
10 regulation, consumer fraud, misrepresentation, and false advertising
11 law of the United States or any state or other jurisdiction within the
12 United States; ~~including, but not limited to, any claims relating to the~~
13 ~~under filling of tuna in the StarKist Products~~ (the "Released Claims").
14 Excluded from the Released Claims are [\(a\) any and all claims for](#)
15 [personal injury, wrongful death, and/or emotional distress arising from](#)
16 [personal injury, \(b\) any claims of any person or entity that purchased](#)
17 [StarKist Products for purposes of resale or commercial food](#)
18 [preparation and not for his/her/its own consumption \(i.e., "Resellers"\),](#)
19 [and \(c\) any antitrust claim arising from a conspiracy among, or](#)
20 [collusive agreement between, StarKist and one or more of its](#)
21 [competitors.](#)

22 These amendments narrow the terms of the release in at least four ways. First, the release is
23 now limited to "claims or causes of action arising from the factual allegations and/or legal claims
24 made in the Action." This ensures that only claims "based on the identical factual predicate" as the
25 claims in the lawsuit are being released. *See Hesse v. Sprint Corp.*, 598 F.3d 581 (9th Cir. 2010).

26 Second, we have eliminated the language concerning claims "that have been, might have
27 been, are now, or could have been brought relating to the transactions, actions, conduct and events
28 that are the subject of this action or settlement," which was similar to the language that was

1 disapproved in *Lovig v. Sears, Roebuck & Co.*, 2014 WL 8252583, at *2 (C.D. Cal. Dec. 9, 2014)
2 (holding release overbroad because it would release claims that “could have been asserted in the
3 Action based on the facts pled in any of the complaints filed in the Action”). We also eliminated the
4 “related to” language that was similar to some of the broad language disapproved in *Willner v.*
5 *Manpower, Inc.*, 2014 WL 4370694, at *7 (N.D. Cal. Sep. 3, 2014), and also in *Custom LED, LLC v.*
6 *eBay, Inc.*, 2013 WL 6114379, at *7 (N.D. Cal. Nov. 13, 2013) (holding that the original scope of
7 the release ‘was overly broad because it improperly released any claim, known or unknown, ‘arising
8 out of or relating in any way to Featured Plus!’”).

9 Third, the terms now expressly exclude from the release “any claims of any person or entity
10 that purchased StarKist Products for purposes of resale or commercial food preparation and not for
11 his/her/its own consumption.” This “Resellers” exclusion was included in the first amendment to the
12 release, executed December 10, 2015 (Doc. 323-2), and the parties have incorporated it into the
13 Second Amended Release as well.

14 Fourth, the terms now expressly exclude antitrust claims from the release. This is done in
15 belt-and-suspenders fashion, first by limiting the release to claims “arising from the factual
16 allegations and/or legal claims made in the Action,” which do not include antitrust claims, and also
17 by expressly excluding from the Released Claims “any antitrust claim arising from a conspiracy
18 among, or collusive agreement between, StarKist and one or more of its competitors.” This resolves
19 the objections filed by the plaintiffs in the *Packaged Seafood Products Antitrust Litigation*, or “PSP
20 *Antitrust Litigation*.” See Moore *et al.* Objection (Doc. 293); Twitchell Objection (Doc. 287). See
21 also 12/17/15 Hearing Tr. at 35:24-36:1 (Ms. Kralowec: “Why not just exclude antitrust claims,
22 which is one of the things we proposed. That would have resolved our objection.”).

23 Each of these four changes accomplishes an unambiguous narrowing of the release, both by
24 comparison to the original release set forth in the Settlement Agreement, and also by comparison to
25 the terms of the release as described in ¶ 24 of the Long Form Class Notice previously disseminated
26 to the Class. And because each of these changes narrows the release, each is either neutral or
27 beneficial to Class members, and none of these changes could cause any prejudice to any Class
28 member.

1 **B. There Is No Need For Additional Notice To Class Members**

2 The February 19, 2016 Order found that “[a]lthough the original notice was ‘reasonably
3 calculated’ to bring the settlement agreement to each class member’s attention,” it was rendered
4 inadequate because the December 10, 2015 amendment to the release “specified *new* claims, most
5 notably claims under federal and state antitrust laws.” 2/19/16 Order at 2-3 (Doc. 336). Thus, the
6 Court found the notice inadequate because “class members did not have any notice of the rights they
7 are actually giving up with regard to these new claims.” *Id.* at 3.

8 The Second Amended Release corrects this problem by narrowing the release to exclude
9 antitrust claims and to limit the scope of the release to claims based on the identical factual predicate
10 as the claims set forth in the operative complaint. Since this narrowing of the release does not
11 impair class members’ rights, no additional notice is required. *See, e.g., Shaffer v. Continental Cas.*
12 *Co.*, 362 F. App’x 627, 631 (9th Cir. 2010) (“Although changes were made to the release after
13 potential class members received the notice, the changes did not render the notice inadequate
14 because they narrowed the scope of the release.”); *In re Integra Realty Resources, Inc.*, 262 F.3d
15 1089, 1111 (10th Cir. 2001) (supplemental notice not required where a proposed amendment
16 “expand[s] the rights of class members”); *Jones v. Gusman*, 296 F.R.D. 416, 467 (E.D. La. 2013)
17 (supplemental notice not required for “minor modifications” to settlement agreement that “did not
18 impair class members’ rights even indirectly”). Indeed, courts routinely approve agreements to
19 narrow the scope of a class release after notice has been given to the class, and grant final approval
20 of the narrowed agreement without requiring re-notice. We discuss below 10 cases where the parties
21 stipulated to narrow the scope of a class release after notice had been given, and courts granted final
22 approval without requiring additional notice.

23 **1. *Shaffer v. Cont’l Cas. Co.***

24 *Shaffer v. Cont’l Cas. Co.*, No. 06-cv-02235 (C.D. Cal.) (Gutierrez, J.), was a class action
25 alleging violations of statutory consumer protection laws, as well as claims for fraud and
26 misrepresentation concerning the sales of certain insurance policies. *See Shaffer* First Amended
27 Complaint, Bursor Decl. Ex. A. On December 31, 2007 the parties executed a Stipulation of
28 Settlement that included a broad release of “any and all claims ... which the Plaintiffs and the Class

1 Members or any of them ever had, now have, or can have, or shall or may hereafter have against
2 Defendants and Releasees, including, but not limited to [an illustrative list of claims].” *Shaffer*
3 Settlement Agreement ¶ II(II). Bursor Decl. Ex. B. The settlement was preliminarily approved and
4 notice was disseminated to the class. On May 5, 2008, the court held a final fairness hearing during
5 which the Court raised concerns about the scope of the release. On May 7, 2008, the court entered
6 an order directing the parties to submit a new proposed final approval order that “addresses the
7 Court’s discussion with the parties at the Hearing regarding the Release language.” 5/19/08 *Shaffer*
8 Stipulation Regarding Amended Stipulation Of Settlement, Bursor Decl. Ex. C. After the final
9 fairness hearing, on May 19, 2008, the parties executed an amended stipulation of settlement that
10 amended the definition of “Released Claims” to refer only to claims “related to” certain matters
11 alleged in the complaint. *See id.* ¶ 4.

12 On June 11, 2008, with no additional notice to the class, Judge Gutierrez granted final
13 approval of the settlement, and incorporated the amended release language into the final approval
14 order. *See Shaffer* 6/11/08 Amended Final Approval Order ¶ 4, Bursor Decl. Ex. D (setting forth the
15 full text of the amended release). On appeal, the Ninth Circuit affirmed the final approval order in
16 all respects, and specifically overruled an objection based on failure to provide additional notice of
17 the amended release. *Shaffer v. Cont’l Cas. Co.*, 362 Fed. App’x 627, 631 (9th Cir. 2010)
18 (“Although changes were made to the release after potential class members received the notice, the
19 changes did not render the notice inadequate because they narrowed the scope of the release.”).

20 The Ninth Circuit’s ruling in *Shaffer* was unpublished, and thus is not precedent under 9th
21 Cir. R. 36-3. Nevertheless, it is still citable under Fed. R. App. Pro. 32.1(a) for its “persuasive
22 value.” In the February 19 Order, this Court declined to follow *Shaffer* due to the Court’s
23 uncertainty that the December 10, 2015 amendment “truly narrowed the scope of the release,” and
24 also due to the lack of “information about the scope of the change in [the *Shaffer*] release.” 2/19/16
25 Order at 3 n.2. Now, however, the exact language of the original and amended *Shaffer* releases are
26 submitted herewith. *See* Bursor Decl. Ex. B (original *Shaffer* settlement); Bursor Decl. Ex. C
27 (stipulation setting forth amended *Shaffer* release). Also, here the Second Amended Release now
28

1 clearly narrows the scope of the release in a manner similar to the narrowing in *Shaffer*. See
2 Part II.A, above.

3 **2. *Moore v. Verizon Communications Inc.***

4 *Moore v. Verizon Communications, Inc.*, 2013 WL 4610764 (N.D. Cal. Aug. 28, 2013)
5 (Armstrong, J.), was a class action on behalf of Verizon landline customers who were billed for
6 allegedly unauthorized third-party charges submitted to Verizon by billing aggregators on behalf of
7 third-party providers. *Moore*, 2013 WL 4610764, at *1. This practice of placing unauthorized
8 charges on a customer's monthly phone bill is commonly known as "cramming." *Id.* On February
9 28, 2012, the Court issued an order granting preliminary approval to a settlement through which
10 "class members agree to release claims that arise out of or are related to the Third-Party Charges
11 billed by Verizon." *Id.* at *3. Notice to the class was issued beginning from May 4 to May 25,
12 2012. See 6/10/13 Declaration of Julie Redell ¶ 9, Bursor Decl. Ex. E. Regarding the terms of the
13 release, the notice stated: "Unless you exclude yourself, you will be in the Class, and if the
14 Settlement is approved, will be bound by it and release claims against Released Persons as defined in
15 the Settlement Agreement." *Id.* at Redell Decl. Exs. B through E.

16 On August 17, 2012, the Federal Trade Commission ("FTC") filed a motion for leave to file
17 an *amicus* brief objecting to the Settlement. *Moore*, 2013 WL 4610764, at *4. The FTC's *amicus*
18 brief expressed concerns about, among other things, provisions in the Settlement Agreement relating
19 to the release of claims and the claims process. *Id.* Also on August 17, 2012, the United States
20 Department of Justice ("DOJ") filed a "statement of interest" objecting to the Settlement. *Id.* The
21 DOJ's statement of interest expressed concerns regarding the release of claims, the claims process,
22 and the method for notifying potential class members of the Settlement. *Id.*

23 Following discussions with the FTC and DOJ, on March 1, 2013, the parties filed a
24 stipulation outlining several modifications to the Settlement Agreement relating to the release of
25 claims and the claims process. *Id.* The stipulation amended the release by "(1) no longer releasing
26 Third-Party Service Providers – the parties alleged to have fraudulently billed consumers through
27 Verizon; [and] (2) limiting the release for Aggregators by making it clear that the FTC or any other
28 government agency may obtain full restitution, disgorgement, or compensation for consumers

1 without this lawsuit having any preclusion effect.” *Id.*; *see also* 3/1/13 Stipulation Regarding FTC
2 and DOJ Filings Regarding The Settlement, Bursor Decl. Ex. F.

3 On August 28, 2013, Judge Sandra Brown Armstrong granted final approval to the
4 settlement agreement as modified, without requiring additional notice to class members. *See Moore*,
5 2013 WL 4610764, at *15 (“The terms of the Settlement Agreement as modified by the parties are
6 incorporated into this Order and are APPROVED.”); *see also id.* at *14 (“The contents of the various
7 forms of notice and the methods of dissemination are sufficient”).

8 **3. *Zamora v. Ryder Integrated Logistics***

9 *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 WL 9872803 (S.D. Cal. Dec. 23, 2014)
10 (Bencivengo, J.) was a wage and hour lawsuit alleging that Ryder’s “piece-rate pay structures do not
11 properly compensate its drivers in accordance with California law.” *Id.* at *3. On August 28, 2014,
12 the court granted preliminary approval to the proposed settlement and approved the dissemination of
13 notice to the class. *Id.* at *5. After the issuance of notice, on November 24, 2014, the parties
14 “determined that a minor revision to the release contained in the Settlement Agreement is desired in
15 order to clarify that the release applies only to the workweeks in which the class member received
16 any piece rate compensation.” 11/24/14 Joint Motion/Stipulation To Amend/Clarify The Joint
17 Stipulation Of Settlement And Release Agreement at 3, Bursor Decl. Ex. G. The parties amended
18 the release by adding the language: “provided however that this release shall only apply to those
19 workweeks in which a class member received any piece rate compensation.” *Id.* at 4; *Zamora*, 2014
20 WL 9872803, at *3. With no additional notice to the class, on December 23, 2014, Judge
21 Bencivengo granted the parties’ motion to amend the release and also granted final approval to the
22 settlement. *Id.* at *3. In doing so, Judge Bencivengo noted that the revised language “does not
23 broaden the release being provided by the plaintiff class, and if anything narrows the release.” *Id.*

24 **4. *In re Payment Card Interchange Fee And Merchant Discount Antitrust*** 25 ***Litig.***

26 *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 986 F. Supp. 2d 207
27 (E.D.N.Y. 2013) (Gleeson, J.) involved a settlement of class claims on behalf of merchants alleging
28 that major credit card companies and issuing and acquiring banks had conspired to fix interchange

1 fees in violation of the Sherman Act. The court granted preliminary approval of the settlement on
2 November 27, 2012. *Id.* at 217. The notice plan was carried out between January 29, 2013 and
3 February 22, 2013. *Id.* Thereafter, a number of state attorneys general objected “that while the
4 releases do not extend to *parens patriae* claims that States assert in their sovereign capacity, the
5 releases bar claims that States may assert in a representative capacity on behalf of state residents that
6 are members of the ... settlement class.” *Id.* at 237-38. To resolve the concerns raised by the states
7 attorneys general, on September 9, 2013 the defendants proposed that certain language be added to
8 clarify that the release “do[es] not bar an investigation or action, whether denominated as *parens*
9 *patriae*, law enforcement, or regulatory, by a state, quasi-state, or local governmental entity to
10 vindicate sovereign or quasi-sovereign interests.” *Id.* at 238. On December 13, 2013, without
11 further notice to the class, Judge Gleeson granted final approval to the settlement, adopted
12 defendants’ proposed amendment to the release language, and incorporated it into the final
13 settlement order and judgment. *Id.*

14 **5. *Alexander v. Washington Mutual, Inc.***

15 *Alexander v. Washington Mutual, Inc.*, 2012 WL 6021098 (E.D. Pa. Dec. 4, 2012) was a
16 class action on behalf of borrowers alleging the defendant bank entered into captive reinsurance
17 arrangements for the purpose of receiving kickbacks, referral payments and unearned fee splits,
18 which were collected in the form of excessive reinsurance premiums from private mortgage insurers
19 to whom the bank referred borrowers in violation of the Real Estate Settlement Procedures Act
20 (RESPA). On June 25, 2012 the court granted preliminary approval to a proposed settlement and
21 directed the issuance of notice to the class. *Id.* at *2. In November 2012 the Attorney General of
22 Texas contacted defendants with a concern that the scope of the proposed release could restrict the
23 State’s civil enforcement authority. *Id.* at *8. To address that concern the parties agreed to amend
24 the release language so that it would release only claims brought by the government “seeking actual
25 damages or disgorgement on behalf of a class member or class members.” *Alexander v. Washington*
26 *Mutual, Inc.*, 2012 WL 6021194, at *2 n.1 (E.D. Pa. Dec. 4, 2012). Without further notice to the
27 class, the court incorporated this amended release language into its order granting final approval. *Id.*
28 The court’s memorandum opinion noted that the amended language “narrows the scope of the

1 release and thus has no adverse impact on the rights of class members under the proposed
2 settlement.” 2012 WL 6021098, at *8.

3 **6. *In re American Investors Life Ins. Co. Annuity Marketing & Sales***
4 ***Practices Litig.***

5 *In re American Investors Life Ins. Co. Annuity Marketing & Sales Practices Litig.*, 263
6 F.R.D. 226 (E.D. Pa. 2009) was a class action alleging defendants perpetrated a scheme to sell
7 investments in long-term deferred annuities products through misrepresentations and omissions
8 about the characteristics of those investments. The court granted preliminary approval to the
9 proposed settlement on July 28, 2009. *Id.* at 246. The settlement included a release providing that
10 class members “will not institute, maintain, assert, join, or participate in any action or proceeding
11 against those released that are based on or related to the facts alleged in the complaints filed in this
12 action.” *Id.* at 232. Class notice was disseminated on August 28, 2009. *Id.* at 234. On November 6,
13 2009, the Pennsylvania Attorney General’s Office appeared at the final approval hearing and
14 “explained the attorney general’s views regarding class member participation in state regulatory
15 actions and the release’s impact on claims and relief in pending and future state regulatory actions.”
16 *Id.* at 234. To address those concerns, the parties presented the Court with an amendment to the
17 release stating:

18 Nothing in this Order shall be construed to impede, impinge, impair or
19 prevent in any fashion any Named Plaintiff and/or Class Member from
20 responding to, cooperating in or communicating with any state, federal
21 or local government body or official or any attorney representing a
22 private party, including, without limitation, appearance as a witness for
23 testimony or the production of information.

24 *Id.* at 234. Without further notice to the class, the court accepted this amendment, granted final
25 approval, and incorporated the full text of the release, including the amendment, into the final
26 approval order. *Id.* at 251.

27 **7. *Williams v. Sprint/United Management Co.***

28 *Williams v. Sprint/United Management Co.*, 2007 WL 2694029 (D. Kan. Sept. 11, 2007) was
a 1,697-member collective action brought pursuant to the Age Discrimination in Employment Act.²

² Though *Williams* was a collective action on behalf of “opt-in Plaintiffs,” the Court evaluated the proposed settlement under the same criteria applicable to class actions. *See Williams*, 2007 WL

1 On May 30, 2007 the court granted preliminary approval of the proposed settlement and directed the
 2 issuance of notice to the class. *Id.* at *1. Thereafter, during settlement administration, some class
 3 members sought assurance from their counsel that participation in the settlement and signing the
 4 waiver and release would not interfere with the retirement benefits they were receiving. *Id.* at *6.
 5 To address those concerns, the parties advised the Court that they had agreed that nothing in the
 6 settlement agreement or in any of the releases executed pursuant to the Settlement Agreement “is
 7 intended to modify any rights that exist under the Sprint Retirement Pension Plan, the Sprint Nextel
 8 401(k) Plan, and, if applicable, any similar pension plan sponsored by Embarq, as those plans may
 9 be amended from time to time, in which plaintiffs are, or may become, vested beneficiaries.” *Id.*
 10 Accordingly, the parties requested that language to this effect be included in the Court’s Final
 11 Approval Order. *Id.* Without further notice to the class, on September 11, 2007 the court granted
 12 final approval to the proposed settlement and incorporated the language amending the release into
 13 the final approval order. *Id.* at *7.

14 **8. *Reade-Alvarez v. Eltman, Eltman & Cooper, P.C.***

15 *Reade-Alvarez v. Eltman, Eltman & Cooper, P.C.*, 2006 WL 3681138 (E.D.N.Y. Dec. 11,
 16 2006) was a class action against a law firm and several of the firm’s officers and directors alleging
 17 violations of the Fair Debt Collection Practices Act (FDCPA). The proposed settlement included a
 18 release stating:

19 The named Plaintiffs and each of the class members not opting out
 20 shall, as of the Effective Date, be deemed to release and discharge
 21 forever Defendants and its [sic] heirs, the current and former officers,
 22 directors, successors, predecessors, executors, administrators, assigns,
 23 shareholders, affiliated companies, and employees (“Released
 24 Parties”), from all claims, controversies, actions, causes of actions,
 25 demands, torts, damages, costs, attorneys’ fees, moneys due on
 26 account, obligations, judgments, alleged violations of the Fair Debt
 27 Collection Practices Act, 15 U.S.C. section 1692 et. seq. or liabilities
 of any kind whatsoever in law or equity, arising out of agreement or
 imposed by federal or state statute, common law or otherwise, from
 the beginning of time to the date this Agreement is signed, whether or
 not known now, anticipated, suspected or claimed, fixed or contingent,

269049, at *2 (applying Fed. R. Civ. P. 23 and the standards for approval of a “proposed class action
 settlement”).

1 whether yet accrued or not and whether damage has resulted from such
2 or not.

3 *Id.* at *10. After granting preliminary approval and issuing notice, a class member objected that this
4 release was overbroad. The court agreed:

5 [T]he release must be modified to be limited to claims involving
6 “identical factual predicate.” The release as it is currently worded
7 does not contain this necessary limit. Accordingly, the settlement can
8 only be approved subject to the parties’ modification of the release.

9 *Id.* at 11. The court granted final approval subject to the parties narrowing of the release:

10 The settlement is approved provided the parties consent in writing to
11 the modification of the settlement on or before January 5, 2007.
12 Following the submission of such consent, the parties shall settle a
13 final order on five (5) days notice.

14 *Id.* No additional notice was provided to class members concerning the amendment to the release.
15 On December 15, 2006, Judge Sifton entered a final order approving the settlement with the
16 amended release language, including what appear to be the court’s own handwritten edits to the
17 release language. 12/15/06 Final Order ¶ 5, Bursor Decl. Ex. H.

18 **9. *In re Lupron® Marketing & Sales Practices Litig.***

19 *In re Lupron® Marketing & Sales Practices Litig.*, 228 F.R.D. 75 (D. Mass. May 12, 2005)
20 was a class action alleging a scheme by pharmaceutical manufacturers to inflate the retail price of
21 Lupron, a prescription drug. At the final approval hearing for the proposed settlement, objectors
22 argued that the release was overbroad because it “might conceivably be interpreted as immunizing
23 other pharmaceutical companies” alleged to have conspired in the manipulation of pricing of other
24 drugs. *Id.* at 94-95. In response to those concerns, class counsel agreed “that the only claims
25 extinguished by the release are those related to defendants’ marketing, pricing, and sale of Lupron.”
26 *Id.* at 95. In granting final approval despite these concerns about the breadth of the release, the court
27 noted:

28 I agree with Intervenor’s that as written the release does not make the
point as clearly as did MDL counsel at the Fairness Hearing that it is
intended to cover only conduct related to defendants’ alleged
fraudulent activity in marketing Lupron®. I will ask that the Proposed
Final Judgment clarify the scope of the release in this respect.

1 *Id.* at 95 n.36. Thereafter, without additional notice to the class, the court entered a final judgment
 2 that “specifically incorporates herein the comments made on pages 40-42 of the May 12
 3 Memorandum regarding the appropriate scope of the release.” 8/26/05 Final Order And Judgment
 4 ¶ 10, Bursor Decl. Ex. I.

5 **10. *In re Auction Houses Antitrust Litig.***

6 *In re Auction Houses Antitrust Litig.* was a class action arising from alleged price-fixing by
 7 Christies’ and Sotheby’s, the two leading houses specializing in the auction sale of fine art. In
 8 November 2000, the court preliminarily approved a settlement which included a release “for all
 9 claims ‘based on any allegedly collusive activity or activities ... *wherever occurring or located.*” *In*
 10 *re Auction Houses Antitrust Litig.*, 2001 WL 170792, at *2 (S.D.N.Y. Feb. 22, 2001) (italics in
 11 original). A number of “Mixed Class Members,” those that alleged losses on U.S. and foreign
 12 auctions, objected to the scope of the proposed release because the settlement provided no
 13 consideration for overcharges in foreign auctions, arguing that Mixed Class Members should not be
 14 forced to surrender claims for such injuries as the price of receiving compensation for injuries
 15 allegedly suffered in U.S. auctions. *Id.* at *11. The district court agreed with that objection. *Id.*
 16 at *13 (“In these circumstances, approval of the settlement as long as it contains this objectionable
 17 feature of the release would be inappropriate.”). But the court did not deny final approval. Instead it
 18 granted final approval “on the condition[] that the parties, no later than March 1, 2001, amend ...
 19 [t]he settlement documents to conform the releases to the requirements of this opinion.” *Id.* at *18.
 20 The parties eventually did amend the agreement to conform it to the district court’s opinion:

21 Pursuant to the Final Agreement, the Original Release was replaced
 22 with one that did not impair Class members’ rights to bring foreign
 23 auction claims in United States courts or pursuant to United States law,
 24 with all other material aspects of the settlement – including the amount
 25 and type of compensation – remaining the same.

26 *In re Auction Houses Antitrust Litig.*, 42 Fed. App’x 511, 514 (2d Cir. 2002). On May 15, 2001, the
 27 district court approved the modified settlement without additional notice to the class. *Id.* at 515.
 28 The Second Circuit affirmed the order approving the modified settlement. *Id.* at 522 (“[T]he District

1 Court did not abuse its discretion in approving the settlement as modified by the Final Agreement.
2 Accordingly, we ... affirm the judgment of the District Court.”).

3 * * * * *

4 As these ten cases illustrate, courts routinely permit modifications narrowing release
5 language, and routinely grant final approval of class settlements without requiring additional notice
6 to the class concerning the narrowing of the release.

7 **C. The Settlement Is Fair, Reasonable And Adequate**

8 The Court has already received thorough briefing on the objections to the proposed
9 settlement, the parties’ responses to those objections, and on the requirements for final approval of
10 the proposed settlement. The Court also held a final fairness hearing on December 17, 2015 during
11 which all objectors were heard. Aside from the overbreadth of the release and related notice issues,
12 which have now been remedied by the Second Amended Release (Doc No. 338), the Court identified
13 no other defect in the proposed settlement. Thus, for the same reasons set forth in the parties’ prior
14 briefing, and as stated on the record of the December 17, 2015 hearing, the Court should find the
15 proposed settlement, as modified by the Second Amended Release, to be fair, reasonable and
16 adequate.

17 **III. CONCLUSION**

18 For the foregoing reasons, the parties respectfully request that the Court enter an order
19 overruling all objections to the proposed settlement, certifying the Settlement Class, and granting
20 final approval to the Settlement Agreement as modified by the Second Amended Release. The Court
21 should also reach the merits of the motion for attorneys’ fees, costs and expenses, and incentive
22 awards for the class representative and interested parties (Doc. No. 262), which was denied as moot
23 without prejudice by the February 19, 2016 Order (Doc. No. 336).

1 Dated: March 17, 2016

Respectfully submitted,

2 **BURSOR & FISHER, P.A.**

3
4 By: /s/ Scott A. Bursor
Scott A. Bursor

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*Attorneys for Class Representative,
the Interested Parties and
the Putative Settlement Class*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PATRICK HENDRICKS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

STARKIST CO.,

Defendant.

Case No. 13-CV-00729-HSG

**DECLARATION OF SCOTT A.
BURSOR IN SUPPORT OF
PLAINTIFF'S RENEWED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
CERTIFICATION OF NATIONWIDE
SETTLEMENT CLASS**

Date: April 21, 2016
Time: 2:00 p.m.
Courtroom 10, 19th Floor

Hon. Haywood S. Gilliam, Jr.

DECLARATION OF SCOTT A. BURSOR

I, Scott A. Bursor, declare as follows:

1. I am a partner at Bursor & Fisher, P.A. I was appointed Class Counsel in this action pursuant to Federal Rule of Civil Procedure 23(g). I am an attorney at law licensed to practice in the State of California, and I am a member of the bar of this Court. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.

2. I make this declaration in support of Plaintiff's Renewed Motion For Final Approval Of Class Action Settlement And Certification Of Nationwide Settlement Class.

3. The Settlement Administrator, KCC, has advised me that dissemination of the class notice cost \$404,730.00. This was paid from the settlement fund, and thus will reduce the benefits available to class members.

4. Attached as **Exhibit A** is a true and correct copy of the First Amended Complaint in *Shaffer v. Cont'l Cas. Co.*, No. 06-cv-02235 (C.D. Cal.) (Gutierrez, J.), dated January 14, 2008.

5. Attached as **Exhibit B** is a true and correct copy of the Stipulation Of Settlement in *Shaffer*, dated January 8, 2008.

6. Attached as **Exhibit C** is a true and correct copy of the Stipulation Regarding Amended Stipulation Of Settlement in *Shaffer*, dated May 19, 2008.

7. Attached as **Exhibit D** is a true and correct copy of the Amended Final Order And Order Approving Settlement in *Shaffer*, dated June 11, 2008.

8. Attached as **Exhibit E** is a true and correct copy of the Declaration Of Julie Redell On Behalf Of Epiq Class Action & Claims Solutions, Inc. in *Moore v. Verizon Communications, Inc.*, No. 09-cv-01823 (N.D. Cal.) (Armstrong, J.), dated June 10, 2013.

9. Attached as **Exhibit F** is a true and correct copy of the Stipulation Regarding FTC And DOJ Filings Regarding The Settlement in *Moore*, dated March 1, 2013.

10. Attached as **Exhibit G** is a true and correct copy of the Joint Motions/Stipulation To Amend/Clarify The Joint Stipulation Of Settlement And Release Agreement in *Zamora v. Ryder*

1 *Integrated Logistics, Inc.*, No. 13-cv-02679 (S.D. Cal.) (Bencivengo, J.), dated November 24,
2 2014.

3 11. Attached as **Exhibit H** is a true and correct copy of the Final Order in
4 *Reade-Alvarez v. Eltman, Eltman & Cooper, P.C.*, No. 04-cv-02195 (E.D.N.Y.), dated December
5 15, 2006.

6 12. Attached as **Exhibit I** is a true and correct copy of the Final Order And Judgment in
7 *In re Lupron® Marketing & Sales Practices Litig.*, No. 01-cv-10861 (D. Mass.), dated August 26,
8 2005.

9 I declare under penalty of perjury under the laws of the United States, the State of
10 California, and the State of New York that the foregoing is true and correct. Executed on March
11 17, 2016 at New York, New York.

12
13 _____
14 /s/ Scott A. Bursor

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Scott A. Bursor

EXHIBIT A

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**IN THE UNITED STATES DISTRICT COURT FOR
THE CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES**

RALPH SHAFFER, SAMUEL LOEB,
and SUE SOUVEROFF, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

CONTINENTAL CASUALTY
COMPANY, CNA FINANCIAL
CORPORATION dba CNA LTC., and
VALLEY FORGE LIFE INSURANCE
CO.,

Defendants.

CASE NO.:

CLASS ACTION

~~[PROPOSED]~~ FIRST AMENDED
COMPLAINT FOR DAMAGES

1. VIOLATIONS OF STATUTORY
CONSUMER PROTECTION
LAWS
2. NEGLIGENT
MISREPRESENTATION
3. FRAUD-INTENTIONAL
MISREPRESENTATION AND
CONCEALMENT
4. FINANCIAL ABUSE OF THE
ELDERLY

JURY TRIAL DEMAND

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CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs, RALPH SHAFFER, SAMUEL LOEB, and SUE SOUVEROFF, individually and on behalf of all others similarly situated (the “Class”), bring this action as a nationwide class action, or alternatively as a class action of multiple statewide subclasses by state, against Defendants, CONTINENTAL CASUALTY COMPANY, VALLEY FORGE LIFE INSURANCE CO., and CNA FINANCIAL CORPORATION d/b/a/ CNA LTC, for violations of statutory consumer protection laws, as well as for fraud based on negligent misrepresentation, intentional misrepresentation and concealment, and for financial abuse of elderly and/or dependent adults, in the sale and renewal of the Premier/Classic Non-Tax Qualified (“P/C NTQ”), Preferred Advantage Non-Tax Qualified (“PA NTQ”), and Tax Qualified (“TQ”) long term care insurance (“LTC”) policies (collectively, “Class LTC policies”).

JURISDICTION

1. The statutory basis for the exercise of jurisdiction by this court is the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. 1332(d). The matter in controversy is a class action with damages exceeding the sum or value of \$5 million, exclusive of interest and costs.

VENUE

2. Venue is proper in this Court pursuant to 18 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in Los Angeles County. Defendants received substantial compensation from sales of Class LTC policies in Los Angeles County, and Defendants made numerous misrepresentations which had a substantial effect in Los Angeles County. Further, many of the acts complained of occurred in this State and this District and gave rise to the claims alleged. In addition, the alleged transactions involving the Plaintiffs, Ralph Shaffer and Sue Souveroff, who are senior citizens, occurred at their residences in Los Angeles County, California.

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PARTIES

1
2 3. Plaintiff RALPH SHAFFER (“Shaffer”) is and, at all times mentioned
3 herein, was a resident of Covina, California, which is located in Los Angeles County.
4 He was born on June 25, 1930 and was sixty-six years old when he applied for CNA’s
5 Classic NTQ LTC insurance policy (form no. P1-18876-A04) on June 24, 1997.
6 Shaffer is a member of a nationwide Class of consumers who purchased and/or
7 renewed Class LTC policies from Defendants, and were similarly situated and
8 similarly affected by the alleged statute violations and misrepresentations of the
9 Defendants, and incurred similar damage, as a result of these violations and
10 misrepresentations of the Defendants.

11 4. Plaintiff SUE SOUVEROFF (“Souveroff”) is and, at all times mentioned
12 herein, was a resident of Encino, California, which is located in Los Angeles County.
13 She was born on September 1, 1935 and was sixty-two years old when she applied
14 CNA’s Preferred Advantage LTC insurance policy (form no. P1-21300-A04) on
15 December 26, 1996. Souveroff is a member of a nationwide Class of consumers who
16 purchased and/or renewed Class LTC policies from Defendants, and were similarly
17 situated and similarly affected by the alleged statute violations and misrepresentations
18 of the Defendants, and incurred similar damage, as a result of these violations and
19 misrepresentations of the Defendants.

20 5. Plaintiff SAMUEL LOEB (“Loeb”) is and, at all times mentioned herein,
21 was a resident of Shreveport, Louisiana, which is located in Caddo Parish. He was
22 born December 18, 1924 and was seventy-three years old when he applied for CNA’s
23 HIPAA Tax Qualified LTC insurance policy (form no. P1-N0026-A17) on December
24 6, 1998. Loeb is a member of a nationwide Class of consumers who purchased and/or
25 renewed Class LTC policies from Defendants, and were similarly situated and
26 similarly affected by the alleged statute violations and misrepresentations of the
27 Defendants, and incurred similar damage, as a result of these violations and
28

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1 misrepresentations of the Defendants. The TQ LTC policy sold to Loeb was also sold
2 in California.

3 6. Shaffer, Souveroff, and Loeb are hereinafter collectively referred to as
4 Plaintiffs.

5 7. Due to the fact that Shaffer is seventy-five years old, Loeb is eighty-three
6 years old, and Souveroff is seventy-two years old, and many of the class members are
7 advanced in age, this case warrants consideration for an early trial date.

8 8. It is impracticable to bring all members of the above class of consumers
9 as individual Plaintiffs before the court for the reason that the members of the class
10 are too numerous.

11 9. Upon information and belief, Plaintiffs herein allege, that approximately
12 100,000 Class LTC policyholders nationwide were damaged as a result of the
13 violations and misrepresentations of the Defendants as herein alleged.

14 10. The questions of law of fact common to the Class are substantially
15 similar and predominate over the questions affecting the individual members in that
16 the deceptive practices of the Defendants, as alleged in the complaint, resulted in
17 numerous sales under similar circumstances to individuals who are members of the
18 above Class of consumers.

19 11. The claims of Plaintiffs and defenses thereto are typical of the claims of
20 the Class and defenses thereto, in that Plaintiffs and all other the Class similarly
21 affected relied on the fraudulent misrepresentations and/or omissions of the
22 Defendants, as alleged in this complaint, and suffered similar damages from the
23 deceptive nature of such representations.

24 12. The interests of the Class will be fairly and adequately protected by
25 Plaintiffs for the reason that the success or failure of Plaintiffs is identical to the
26 success or failure of each of the the Class.

27 13. Defendant CONTINENTAL CASUALTY COMPANY (“Continental”),
28 is an Illinois stock company with its principal place of business in Chicago, Illinois,

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1 from where it sold, administered and renewed the long-term care insurance policies to
2 Plaintiffs and to other the Class nationwide. All decisions relevant to this suit were
3 made in Illinois. Plaintiffs are informed and believe, and upon such information and
4 belief allege, that at all times mentioned Continental was duly authorized by the
5 California Department of Insurance to transact business in the State of California as a
6 life and disability insurer, including the business of selling long-term care insurance.
7 Continental has been authorized to do business in California since 1948.

8 14. Defendant, VALLEY FORGE LIFE INSURANCE COMPANY (“Valley
9 Forge”) is an Indiana underwriting company with its principal place of business in
10 Armonk, NY from where it sold, administered and renewed the long-term care
11 insurance policies to Plaintiffs and to other the Class nationwide. VFL is a wholly-
12 owned subsidiary of CNA. Plaintiffs are informed and believe, and upon such
13 information and belief allege, that at all times mentioned VFL was duly authorized by
14 the California Department of Insurance to transact business in the State of California
15 as a life and disability insurer, including the business of selling long-term care
16 insurance. Continental has been authorized to do business in California since 1948.

17 15. Defendant, CNA FINANCIAL CORPORATION d/b/a CNA LTC
18 (hereinafter collectively with Continental and VFL referred to as “CNA” or
19 “Defendants”) is and, at all times mentioned herein, was a corporation duly organized
20 and existing under the laws of Delaware, with its principal place of business in
21 Chicago, Illinois, from where it sold, administered, and renewed the long-term care
22 insurance policies to Plaintiffs and to other members of the Class in the State of
23 California. CNA is a holding company and the indirect parent of Continental
24 Casualty. CNA sold long-term care insurance to Plaintiffs and other members of the
25 class through Continental Casualty but administered the LTC policies as “CNA LTC.”
26 The Secretary of State filings in California do not indicate that CNA Financial
27 Company has registered to do business in California. CNA was incorporated in
28 Delaware in 1967.

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EXHAUSTION OF ADMINISTRATIVE REMEDIES

16. Plaintiffs and the Class lack an “adequate, available or non-futile” “clearly defined” administrative remedy. There is no administrative remedy provided by the administrative codes of the various states where Defendants’ sold the Class LTC policies, which would permit the various state insurance regulators to award the Plaintiffs and the Class damages for common law fraud or violations of the statutory consumer protection laws.

17. The insurance regulators in states where Defendants’ sold the Class LTC policies do not have judicial authority and cannot force the insurance company to pay money damages or reduce rates on these long-term care insurance policies.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

Class Defined

18. Named Plaintiffs, RALPH SHAFFER, SUE SOUVEROFF, and SAMUEL LOEB bring this action individually and on behalf of all others similarly situated nationwide who had in-force an individual Premier, Classic, Preferred Advantage, Preferred Advantage TQ or Classic TQ Long-Term Care Policy numbered P1-18215, P1-18876, P0-18876, P1-21295, P1-21300, P1-21305, P0-21295, P0-21300, P0-21305, P1-N0022, P1-N0023, P1-N0026, P1-N0027, P1-N0030, P1-N0031, P1-N0034, P1-N0035, P1-N0066, P1-N0070, P0-N0022, P0-N0023, P0-N0026, P0-N0027, P0-N0030, or P0-N0034 purchased from Continental Casualty Company or Valley Forge Life Insurance Company; except that, notwithstanding the foregoing, the Class does not include any of the following: (1) persons whose policies lapsed before receiving notice of a premium rate increase; (2) persons who received claim payments under their policies before November 15, 2007; (3) persons who, as of November 15, 2007, lapsed their policies within 120 days following a rate increase of less than 50% where the total increase, when combined with all past increases (if any),

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1 was less than the contingent nonforfeiture threshold percentage amount specified by
2 the NAIC Model Regulation for that person's issue age, as set forth on the document
3 attached hereto as **Exhibit 18** (Exhibit B to the Stipulation of Settlement (filed
4 concurrently herewith); (4) persons who owned Policy forms numbered P0-N0023,
5 P0-N0027, P1-N0023, P1-N0027, P1-N0031, or P1-N0035 but lapsed or cancelled
6 their Policies before November 15, 2007; and (5) persons who are deceased as
7 November 15, 2007.

8 19. Said definitions of the Class may be further defined or amended by
9 additional pleadings, evidentiary hearings, a class certification hearing, and orders of
10 this Court.

11 20. Alternatively, Plaintiffs bring this action on behalf of the Class of
12 consumer plaintiffs defined by states with similar law where Defendants sold the
13 Class LTC policies.

14 21. Defendants relied on an identical lapse assumption for all Class LTC
15 Policies.

16 22. Defendants failed to disclose that these LTC products would not involve
17 risk-shifting from the insured to insurer.

18 23. Defendants failed to disclose that they were engaged in low-ball pricing
19 of the Class LTC Policies.

20 24. Defendants also failed to disclose that they had used unrealistically high
21 lapse rates in pricing the Class LTC Policies and, thus, knew at the time that the
22 policies were sold that the premiums would certainly increase.

23 25. Defendants failed to disclose that they did not intend to avoid avoidable
24 rate increases on their Class LTC Policies.

25 26. Defendants failed to inform Plaintiffs and the Class that there had been
26 rate increases for other Continental Casualty LTC insurance policies in other states
27 prior to the sale of the Class LTC Policies beginning in 1994 and through the class
28 period which indicated that there were problems with underpricing on the Class LTC

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1 policies due to high lapse rate assumptions. Defendants internally identified these
2 problems in 1994 as persistency higher than anticipated. These claims and omissions
3 were uniform to the Class.

4 27. Defendants sold and renewed the Class LTC Policies to senior consumers
5 nationwide.

6 28. The Class LTC policies provided benefits for long-term care, such as
7 nursing care at a nursing facility and home health care.

8 29. Defendants' application forms for the Class LTC Policies contained no
9 statements that premiums would be increased for these policies sold to senior
10 consumers. (**Ex. 1**, Shaffer Application; **Ex. 2**, Loeb Application; **Ex. 3**, Souveroff
11 Application.)

12 30. The contract ("policy of insurance") and its language did not state that
13 Defendants planned to seek premium increases in the future because the policies were
14 underpriced with high lapse rate assumptions. Specifically, Defendants construe the
15 contracts to allow themselves to shift the subject risk back to the insureds.

16 31. Uniform marketing letters sent to Class LTC policy applicants and
17 policyholders stated :

18 "You are taking an important step toward financial security-the purchase
19 of an insurance product from Continental Casualty Company, one of the
20 CNA companies. When you buy insurance products, you do so with the
21 expectation of providing yourself - and those closest to you - with a more
22 stable and secure future. You expect your insurance company to keep the
23 commitments it makes."

24 (**Ex. 4**, Letter from Beth M. Ludden, Vice-President CNA Marketing, CNA Insurance
25 Companies; **Ex. 5**, Letter from Cathy Klimek, Vice-President LTC Administration,
26 CNA Insurance Companies.)

27 32. Insurance -- especially long term care insurance -- is an essential
28 ingredient in the economic planning of the elderly.

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1 33. Seniors buy insurance with the common goal of exchanging the gamble
2 of going at it alone -- whereby he or she could either escape all loss whatsoever or
3 suffer a loss that might be devastating -- for the opportunity to pay a fixed and certain
4 amount into the fund knowing that this amount is the maximum he or she will lose on
5 account of the particular type of risk insured against. Whatever the reason one has for
6 buying LTC insurance, a planned hidden rate increase is unacceptable.

7 34. A product is an insurance product only if it shifts the risk of loss from the
8 insured to the insurer, which in turn manages its risk by creating a sufficiently large
9 pool of insureds to spread the risk, by reinsuring all or part of the risk, and/or by
10 investing premiums now to help pay claims later.

11 35. The business of insurance is limited to companies which hold themselves
12 out as actuarial experts in evaluating covered risks and appropriately pricing those
13 risks.

14 36. This expertise is reasonably expected and relied upon in the marketplace,
15 and combined with the use of "form contracts" explains the well-known fact that most
16 consumers do not understand their insurance contract.

17 37. The duty of care of the insurer to the insured is elevated and involves the
18 obligation of utmost good faith and consumers reasonably expect compliance with
19 that obligation. The duty of care includes the requirement that the insurer
20 communicate to the insured, in good faith, all facts within its knowledge which are
21 material to the contract, and which the insured cannot ascertain.

22 38. Likewise, policy language may not be invoked to frustrate the reasonable
23 expectations of the marketplace regarding the scope or form of coverage. Similarly,
24 policyholders should be notified when a block of business is closed, as it affects the
25 stability of the pool and reserves.

26 39. Consistent with consumers' expectations, insurers may not engage in the
27 same kind of free wheeling profit-motivation of other industries dealing with products
28 less close to the core of our long-term, economic well being.

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1 40. Thus, insurers may not engage in low-ball pricing of LTC insurance
2 products with planned or reasonably foreseeable rate increases. Similarly, insurers
3 may not insert self-serving, exculpatory language that interferes with or nullifies the
4 insurance being promised. Thus, any ambiguity in the policy language must be
5 construed against the drafter of the policy.

6 41. These LTC products were targeted at retirees on fixed incomes who
7 could not reasonably be expected to afford rate increases. Policies such as the subject
8 ones are not suitable for people on fixed incomes unless they are designed and
9 administered as level-premium policies.

10 42. The applications and sales brochures provided to the Plaintiffs and the
11 Class did not contain a statement that CNA would increase premiums or had planned
12 premium increases for its long-term care policies in California.

13 43. As more fully set forth herein, despite Defendants’ affirmative
14 representations to Plaintiffs and the Class regarding the long-term care policies being
15 guaranteed renewable for life, Defendants had knowledge that premiums for the Class
16 LTC policies would be increased to unaffordable and unexpected levels which would
17 require its policyholders to pay additional premiums to maintain their LTC coverage,
18 or forfeit the thousands of dollars of premiums paid for these policies.

19 44. When the policies were sold, Defendants also had knowledge that many
20 of the Class LTC policyholders would not be able to purchase affordable long-term
21 care insurance with other carriers should they cease paying the increased premiums, as
22 with the passage of time, their age and/or medical history would either bar coverage or
23 make it unaffordable.

24 45. Defendants eventually sought premium increases on all the Class LTC
25 policies and misrepresented the reasons for the premium increase in uniform renewal
26 letters to Plaintiffs and the members of the Class.

27 46. All of the fraudulent and/or negligent conduct by Defendants alleged
28 herein, including decisions about lapse assumptions, design of policies, applications

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1 and brochures, occurred at the direction, control, and supervision of officers, directors,
2 employees and/or agents of Defendants located at their Chicago, Illinois headquarters.
3 To the extent, communications with policyholders were mailed from Nashville,
4 Tennessee, those communications were made at the direction, control and supervision
5 of officers, directors, employees and/or agents of Defendants located at their Chicago,
6 Illinois headquarters.

7 **General Allegations As To Ralph Shaffer**

8 47. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1
9 through 46 above, as if fully set forth herein.

10 48. In 1993, Defendants started selling the P/C NTQ policy forms P1-
11 18215 series, P1-18220 series, P1-18876 series, P0-18876, P1-18878 series
12 nationwide.

13 49. Defendants stopped selling the P/C NTQ LTC policies in 1999, but did
14 not disclose this information to policyholders.

15 50. In 2003, Defendants filed for a 50% premium increase nationwide on the
16 P/C NTQ LTC policies, including form P1-18876, based upon representations to the
17 California Department of Insurance and other state insurance regulators that the
18 projected lapse rates in the original pricing assumptions for the policies were, and thus
19 the projected lifetime loss ratio, were higher than expected.

20 51. Uniform letters sent by CNA to Shaffer and P/C policyholders soliciting
21 annual policy renewals in 2003 did not disclose to Shaffer and P/C policyholders that,
22 in 2003, the Defendants had filed for 50% premium increases on their policies
23 nationwide, which would be implemented then next year.

24 52. In states where the increase were split over two years, uniform letters to
25 P/C policyholders, including Ralph Shaffer, soliciting annual policy renewals in 2004
26 and notifying them of first premium increases did not disclose that a second premium
27 increase would be applied to these policies at their annual renewal in 2005.

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1 53. These letters to Shaffer and the members of the P/C policyholders
2 notifying them of premium increases misrepresented the real reason for the increases
3 and did not discuss problems with the underpricing.

4 54. As a direct and proximate result of Defendants’ wrongful course of
5 conduct, Shaffer and P/C policyholders were damaged because they were either
6 required to pay premium increases in order to keep their P/C NTQ LTC policies in
7 force, reduce their coverage to keep premiums at their original rate, or risk having
8 their coverage terminated by Defendants for nonpayment of premiums, thereby
9 leaving Class members without the insurance coverage they contracted for with
10 Defendants.

11 **General Allegations As To Sue Souveroff**

12 55. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1
13 through 55 above, as if fully set forth herein.

14 56. In 1994, Defendants started selling PA NTQ LTC policy forms
15 21295 series, 21300 series, 21305 series, 21925 series, 22435 series, and 22436
16 series nationwide.

17 57. Defendants stopped selling the PA NTQ LTC policies in 1999 but did not
18 disclose this information to policyholders.

19 58. In 2003, Defendants filed for a 50% premium increase nationwide on the
20 PA NTQ LTC policy forms based upon representations to state insurance regulators
21 that the projected lapse rates in the original pricing assumptions for the policies, and
22 thus the projected lifetime loss ratios, were higher than expected.

23 59. Uniform letters sent by CNA to PA NTQ LTC policy policyholders
24 soliciting annual policy renewals in 2003 did not disclose to Souveroff and PA
25 policyholders that the Defendants had filed for 50% premium increases on their
26 policies nationwide in the spring of 2003.

27 60. In states where the increase were split over two years, uniform letters to
28 PA NTQ LTC policyholders soliciting annual policy renewals in 2004 and notifying

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1 them of the first premium increase did not disclose that a second increase would be
2 applied to these policies at their annual renewal in 2005.

3 61. These letters to PA LTC policyholders notifying them of premium
4 increases in 2004 and 2005 misrepresented the real reason for the increases and did
5 not discuss problems with the underpricing.

6 62. As a direct and proximate result of Defendants' wrongful course of
7 conduct, Souveroff and PA policyholders were damaged because they were either
8 required to pay premium increases in order to keep their PA NTQ LTC policies in
9 force, reduce their coverage to keep premiums at their original rate, or risk having
10 their coverage terminated by Defendants for nonpayment of premiums, thereby
11 leaving Class members without the insurance coverage they contracted for with
12 Defendants.

13 **General Allegations As To Samuel Loeb**

14 63. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1
15 through 64 above, as if fully set forth herein.

16 64. In 1997, Defendants started selling the TQ LTC policy forms
17 N0014-50 series, S0030 series, and S0031 series nationwide.

18 65. Defendants stopped selling the TQ LTC policies in 2000 but did not
19 disclose this information to policyholders.

20 66. In 2004, Defendants filed for a 35% premium increase nationwide on the
21 TQ LTC policy forms based upon representations to state insurance regulators that the
22 projected lapse rates in the original pricing assumptions for the policies, and thus the
23 projected lifetime loss ratio, were higher than expected.

24 67. Uniform letters sent by CNA to TQ LTC policyholders soliciting annual
25 policy renewals in 2004 misrepresented the reasons for the rate increase and did not
26 disclose to Loeb and TQ policyholders did not discuss problems with the
27 underpricing.

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68. As a direct and proximate result of Defendants' wrongful course of conduct, Loeb and TQ policyholders were damaged because they were either required to pay premium increases in order to keep their TQ LTC policies in force, reduce their coverage to keep premiums at their original rate, or risk having their coverage terminated by Defendants for nonpayment of premiums, thereby leaving Class members without the insurance coverage they contracted for with Defendants.

GENERAL STATEMENT OF FACTS

69. Plaintiffs repeat and re-alleges the allegations contained in paragraphs 1 through 71 above, as if fully set forth herein.

70. Beginning in the 1980's, Defendants developed, marketed, and sold long term care insurance policies nationwide.

71. In 1993, Defendants began selling P/C NTQ LTC policies, including Shaffer's LTC policy form P1-18876. In 1997, Defendants began selling TQ LTC policies, including Loeb's policy form P1-N0026. In 1994, Defendants began selling PA LTC policies, including Souveroff's policy form P1-21300-A04. These policies were underpriced to encourage senior consumers nationwide to purchase Defendants' policies rather than higher priced policies sold by other insurance companies.

72. Defendants' Class LTC policies used an unrealistically high voluntary lapse rate assumption of 4% to support lower premiums.

73. Defendants reviewed their lapse rate experience on individual LTC insurance policies annually, at the least. As early as 1992, Defendants knew that 4% was an unrealistically high lapse rate based on their annual review of actual lapse experience on previously issued LTC policies.

74. Subsequent annual reviews on the lapse experience for the P/C, PA and TQ policies confirmed what Defendants knew at the outset-- that the actual lapse rates were significantly lower than the lapse rate assumptions used for initial pricing.

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1 75. Instead of informing LTC insurance policyholders of the lapse rate
2 problems with the Class LTC policies, the Defendants stopped selling the policy
3 forms.

4 76. In 2003, the Defendants stopped selling all individual long-term care
5 insurance. This is known in the insurance industry as “closing the block”. This fact
6 was never disclosed to the policyholders. By “closing the block”, Defendant capped
7 its pool of insureds under these policies and barred new insureds from purchasing
8 LTC policies. When an insurance company fails to properly price an LTC policy and
9 fails to properly establish reserves for a block of LTC insured business, closing the
10 block can lead to a “death spiral” that will guarantee that the premium rates on LTC
11 policies will increase at an even greater rate.

12 77. The language of the Class LTC policies provided to the Plaintiffs and the
13 Class, stated on page 1 under the heading **“GUARANTEED RENEWABLE FOR**
14 **LIFE/PREMIUMS SUBJECT TO CHANGE,**” that the insurer “may change the
15 premium rates.”

16 78. This language was contained on the first page of the policy. There was
17 no statement of the Defendants’ plans to increase premiums on the Class LTC
18 policies. (**Ex. 6**, Shaffer Policy, **Ex. 7**, Loeb Policy, **Ex. 8**, Souveroff Policy.)

19 79. The Class LTC policies do not clearly describe the initial term of
20 coverage, the conditions for renewal, and, if guaranteed renewable, a description of
21 the class and of each circumstance under which the insurer may change the premium
22 amount pursuant to Cal. Ins. Code § 10236(c).

23 80. Section 6, entitled THE CONTRACT, of the Class LTC policies sold to
24 Shaffer, Loeb, Souveroff and the Class contained the statement: “WHAT MAKES UP
25 THE CONTRACT: This policy is a legal, binding contract between You and Us. The
26 contract is made up of: 1. The policy; and 2. The application; and 3. Any attached
27 papers. No one can change any part of this policy or waive any of its provisions
28 unless the change is approved in writing on the policy by one of Our officers.”

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1 81. Defendants wrongfully and fraudulently misrepresented and/or withheld
2 from Plaintiffs and the Class information that the Class LTC policies were
3 underpriced, in that Defendants knew that the initial policy premiums, under which it
4 sold the Class LTC policies to Plaintiffs and the Class, were unreasonably low and
5 increases would be requested.

6 82. Defendants' improper underpricing resulted in lower profit margins and
7 reserves for the Class LTC policies. In an effort to increase their profit margins and
8 reserves for their long-term care insurance policies, including the Class LTC policies,
9 Defendants increased the Class LTC policy premiums between 14% and 50% for the
10 Plaintiffs and the Class, thereby passing on the costs of the Defendant's underpricing
11 using high lapse/termination/ persistency assumptions directly onto their
12 policyholders.

13 83. Defendants aggregated the data on a nationwide basis for each Class LTC
14 policy for the purpose of justifying premium increases on each Class LTC policy.

15 84. In instituting the premium increases on the Class LTC policies,
16 Defendants misrepresented to Plaintiffs and the Class the reasons for the increase. At
17 no time did Defendants advise Plaintiffs and the Class of the inherent defects in the
18 Class LTC policies or that those defects were the direct cause of the premium
19 increases.

20 85. In a November 12, 2003 letter to the New Mexico Department of
21 Insurance, Doak Foster, Esq. wrote on behalf of Continental Casualty Company that
22 the Company was discontinuing the sale of long-term care individual policies
23 effective October 3, 2003. (**Ex. 9**, 11/12/2003 letter from Doak Foster). Mr. Doak's
24 letter stated that Continental Casualty Company was a member of the CNA Insurance
25 Group and that "The unattractive characteristics of the individual long-term care
26 marketplace coupled with CNA's already limited presence and significantly reduced
27 sales projections, all have contributed to this decision." Individual long-term care
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1 insurance policyholders were not informed of this decision to close all blocks of
2 individual long-term care insurance sold by Defendants.

3 86. Defendants continued to accept annual renewal premiums from Plaintiffs
4 and the Class knowing that there were problems with the pricing for the Class LTC
5 policies that would lead to increased premiums in future years. Defendants sold other
6 long-term care products including the LTC1, Premier Classic, Preferred/Advantage
7 and Tax Qualified series for which it also requested premium increases at around the
8 same time premiums were raised on the Class LTC policies.

9 87. Renewal letters sent to Class LTC policyholders at the direction of
10 officers, directors, employees and/or agents at Defendants' headquarters in Chicago,
11 Illinois failed to state the reasons why Defendants had requested premium increase
12 approval from the various state departments of insurance, that future premium
13 increases were expected, that the blocks of individual LTC business were closed, and
14 that Defendants exited the individual LTC insurance market.

15 88. At all relevant times, Defendants acted with intent to deceive Plaintiffs
16 and the Class and effectuated the above-described wrongful course of action, which
17 was reasonably calculated to deceive and/or defraud their Class LTC policyholders,
18 including Plaintiffs and the Class.

19 89. Defendants' malicious and irresponsible conduct resulted in Plaintiffs
20 and the Class renewing their policies until they were too old to purchase alternative
21 coverage with another company. Defendants knew that future increases in premiums
22 were planned and Defendants failed to disclose this fact to Plaintiffs and the Class.
23 Plaintiffs and the Class were also forced to forfeit whatever premiums that had been
24 paid to Defendants, if they chose to drop their coverage because they could no longer
25 afford the premiums.

26 90. Upon information and belief, these conduct alleged herein was devised,
27 approved of, and implemented by officers, directors, employees, and/or agents of
28 Defendants at their headquarters in Chicago, Illinois.

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1 91. Had Defendants informed Plaintiffs and the Class of these material facts
2 and/or omissions, Plaintiffs and the Class would not have initially purchased or
3 renewed these policies.

4 92. Defendants’ business practices confirm that prior LTC policies were also
5 designed to require premium increases after the policies were purchased.

6 93. Defendants failed to tell Plaintiffs and the Class that premiums would be
7 increased on the policies that they purchased.

8 94. When the Class LTC policy renewals were solicited and the premiums
9 were increased, Defendants misrepresented to Plaintiffs and the Class the reasons why
10 the premiums were being increased and did not inform the Plaintiffs and the Class of
11 the problems with the policies. Defendants also did not inform the Plaintiffs and the
12 Class that the Class LTC policies had been closed for sale.

13 95. Through their actions, Defendants prevented Plaintiffs and the Class from
14 discovering the problems inherent with the Class LTC policies or the real reasons
15 behind the premium increases.

16 96. At all relevant times, Defendants acted with intent to deceive Plaintiffs
17 and the Class and effectuated the above-described wrongful course of action, which
18 was reasonably calculated to deceive and/or defraud its Class LTC policyholders,
19 including Shaffer, Loeb, Souveroff, and the Class.

20 **Statement of Facts as to Ralph Shaffer**

21 97. On or about June 24, 1997, an independent agent for the Defendants
22 named Richard Bergstrom met with Ralph Shaffer to discuss long-term care insurance
23 that was available through CNA.

24 98. The Application that was signed by Shaffer on June 24, 1997, did not
25 have any statement that the premiums would be increased, or that a premium increase
26 was planned by the Defendants. The Application was also signed by Bergstrom.
27 (See **Ex. 1**.) The initial annual premium was \$2,899.

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1 99. The Application is imprinted with CNA’s address at CNA Plaza,
2 Chicago, Illinois. It states that the policy will not take effect until it is issued by the
3 Continental Casualty Company, which is defined in the policy as being located at
4 CNA Plaza, Chicago. (See **Ex. 1** at 11, 14; **Ex.6** at 7).

5 100. After acceptance of Shaffer’s policy application, a P/C NTQ LTC policy
6 form P1- 18876 policy was delivered to Shaffer. (See **Ex. 6.**) The policy provided a
7 nursing facility care benefit of \$140.00 a day for two years and unlimited home health
8 care.

9 101. The language of the policy forms P1- 18876 provided to Shaffer, stated
10 on page 1 under the heading **“GUARANTEED RENEWABLE FOR**
11 **LIFE/PREMIUMS SUBJECT TO CHANGE”**:

Your policy will remain in effect during Your lifetime as long as each
premium is paid on time. We cannot cancel or refuse to renew Your
policy. We cannot change Your policy without Your consent. However,
We may change the premium rates. Any change will apply to all policies
in the same class as Yours in the state where the policy was issued. For
this policy form, class is determined by Your issue age and health rating
group, the benefit period and elimination period of each policy benefit,
and any optional rider benefits you selected. It is also determined by any
discounts which may apply to You. We may change the premium
whenever actual experience indicates that any one, or more of the factors
on which the premium rates are based need to be adjusted. If a change is
needed, We will notify You in writing at least 31 days before Your
premium changes. Coverage begins and ends on 12:01 a.m. Standard
Time at Your residence. Your policy provides a refund of unearned
premium when We are notified of Your death. A refund of unearned
premium will not be made for any other reason.”

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1 This language was contained on the first page of the policy. There was no
2 statement of the Defendants’ plans to increase premiums on the P/C NTQ LTC
3 policies. The contract that was delivered after the application had been accepted did
4 state that Defendants “may change” the premium. (See **Ex. 6.**)

5 102. The first page of the policy is imprinted at the top with CNA’s address at
6 CNA Plaza, Chicago, Illinois. It directs the policyholder to “CHECK YOUR
7 APPLICATION” and “If for any reason, any of Your answers are incorrect, contact
8 Us at CNA Plaza, Chicago, Illinois, 60685.” (See *id.*)

9 103. The Policy states that “Payment may be made to Us at Our Home Office
10 at CNA Plaza, Chicago, Illinois 60685, or to Your agent.” (See *id.* at 27.)

11 104. The P/C NTQ LTC policy form P1- 18876 policy became effective on
12 June 24, 1997 at an annual premium of \$2899.00. Shaffer renewed his policy each
13 year thereafter and paid an annual premium of \$2899.00.

14 105. In June of 2003, when Defendants sent Shaffer his annual renewal
15 statement for his P/C NTQ LTC policy form P1- 18876, Defendants did not disclose
16 to Shaffer that they had requested California Department of Insurance approval for a
17 fifty percent (50%) premium increase for the P/C NTQ LTC policies like the one he
18 purchased in June of 1997 and subsequently renewed in June of 1998, June of 1999,
19 June of 2000, June 2001, and June 2002.

20 106. Shaffer was not notified that the fifty percent (50%) premium increases
21 for the P/C NTQ LTC policies that were requested of the California Department of
22 Insurance had been negotiated in May of 2003 for twenty-five percent (25%) premium
23 increase in 2004 and twenty-five percent (25%) premium increase in 2005.

24 107. In the fall of 2003, Defendant Continental Casualty Company sent
25 notification letters to 23 state insurance departments that it was discontinuing the sale
26 of its individual long-term care insurance policies.

27 108. In June of 2004, CNA increased the policy premium by twenty-five
28 percent (25%) to \$3623.75 for Shaffer’s P/C NTQ P1-18876 policy. Shaffer first

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1 learned of this increase when he received an April 16, 2004 letter from Carole Pierce,
2 Vice-President, CNA, Nashville, TN 2004 announcing that his premiums would be
3 increased to \$3,623.75. (Ex. 10, 4/16/2004 letter from Pierce to Shaffer.) The letter
4 included the following statements: “This increase has affected all policies in the same
5 class as yours in the state where the policy was originally issued and is necessary due
6 to higher than expected aggregate claims...Rising claims occasionally compel
7 premium increase in order to help maintain the financial strength for which CNA has
8 always been known.”

9 109. The April 16, 2004 letter falsely stated the reasons that the premiums
10 were being increased on the P/C NTQ LTC policies in California. The letter also
11 omitted an explanation that the P/C NTQ policies had been underpriced and that the
12 policies had originally been designed with high lapse rates, which would support
13 lower premiums for these policies.

14 110. The real reason for the rate increase was that the actual loss ratio was
15 higher than projected in the original actuarial memorandum because actual persistency
16 was higher than the assumed lapse rates used to underprice the LTC policies.

17 111. Shaffer continued to make the required payments for the P/C NTQ LTC
18 P1- 18876 policy.

19 112. By unsigned letter dated April 16, 2005, Defendants notified Shaffer that
20 the premium for his P/C NTQ LTC P1- 18876 policy was being increased again to an
21 annual premium of \$4529.68. The unsigned letter was similar to the April 16, 2004,
22 letter but included language that “We are very sorry to have to take this action...” (Ex.
23 11, 4/16/2005 letter to Shaffer.)

24 *Statement of Facts as to Samuel Loeb*

25 113. On or about December 6, 1998, an independent agent for the Defendants
26 named C. R. Dethloff met with Sam Loeb to discuss long-term care insurance that was
27 available through Defendants.

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114. The language of the Tax Qualified LTC policy form P1- N0026 provided to Loeb, stated under the heading on page 1 “**GUARANTEED RENEWABLE FOR LIFE/PREMIUMS SUBJECT TO CHANGE**”:

Your policy will remain in effect during Your lifetime as long as each premium is paid on time. We cannot cancel or refuse to renew Your policy. We cannot change Your policy without Your consent. However, We may change the premium rates. Any change will apply to all policies in the same class as Yours in the state where the policy was issued. We will notify You in writing at least 31 days before Your premium changes. Coverage begins and ends on 12:01 a.m. Standard Time at Your residence. Your policy provides a refund of unearned premium when We are notified of Your death. A refund of unearned premium will not be made for any other reason.

115. The first page of the policy is also imprinted at the top with CNA’s address at CNA Plaza, Chicago, Illinois. It directs the policyholder to “CHECK YOUR APPLICATION” and “If for any reason, any of Your answers are incorrect, contact Us at CNA Plaza, Chicago, Illinois, 60685.” (See **Ex. 7.**)

116. The Policy states that “Payment may be made to Us at Our Home Office at CNA Plaza, Chicago, Illinois 60685, or to Your agent.” (See *Id.* at 21.)

117. The Application that was signed by Loeb on December 6, 1998, did not have any statement that the premiums would be increased, or that a premium increase was planned by the Defendants, or that the premiums were based on flawed actuarial assumptions. The Application was also signed by Dethloff. (See **Ex. 2.**) The initial annual premium was \$1,828.01, payable in monthly premiums of \$164.52.

118. The Application is imprinted with CNA’s address at CNA Plaza, Chicago, Illinois. It states that the policy will not take effect until it is issued by the Continental Casualty Company, which is defined in the policy as being located at CNA Plaza, Chicago. (See **Ex. 2;** **Ex.7** at 7).

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1 119. After acceptance of Loeb’s policy application, a Tax Qualified LTC
2 policy form P1-N0026-A17 policy was delivered to Loeb. (See **Ex. 7.**)

3 120. The Tax Qualified LTC policy form P1- N0026-A17 policy became
4 effective on December 20, 1998 at an annual premium of \$1828.01 with a monthly
5 premium of \$164.52. The first renewal date was February 20, 1999. Loeb has paid
6 monthly premiums from the inception of the policy.

7 121. On July 20, 2004, Defendants informed the Louisiana Department of
8 Insurance that it was instituting a 35% increase on 369 Louisianians who were
9 policyholders of Tax Qualified Policy Forms. Defendants told the Louisiana
10 Department of Insurance that rate increase was necessary because the “projected
11 lifetime loss ratios for these forms are in excess of original expectations . . .” (**Ex. 12,**
12 **7/20/04 Letter from CNA to LADOI.**) “Loss ratio” is the percentage of premiums
13 divided between profit and benefit payment. Thus, Defendants were explaining that
14 this line of policy forms was not as profitable as it once hoped and were imposing a
15 rate increase to bring it up to original forecasts.

16 122. In late 2004, Defendants informed Loeb that the premium for his Tax
17 Qualified LTC policy was increasing 35% and that his monthly premiums would jump
18 from \$164.52 to \$222.10 effective January 20, 2005. Loeb first learned of this
19 increase when he received a November 15, 2004 letter from Mark Weber, Vice-
20 President, CNA, Nashville, TN 2004 announcing that his monthly premiums would be
21 increased to \$222.10. (**Ex. 13,** 11/15/04 Letter from Weber to Loeb.) and incorporated
22 herein by reference.) The letter included the following statements: “This increase has
23 affected all policies in the same class as yours in the state where the policy was
24 originally issued and is necessary due to higher than expected aggregate
25 claims...Rising claims occasionally compel us to increase premiums in order to help
26 maintain the financial strength of the block, a strength and stability which we believe
27 is critical to you and CNA’s other longterm care insurance policyholders and for
28 which CNA has always been known.”

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1 123. The July 20, 2004 letter to the Louisiana Department of Insurance and
2 the November 15, 2004 letter to Loeb falsely stated the reasons that the premiums
3 were being increased on the Tax Qualified LTC policies in Louisiana. The letter also
4 omitted an explanation that the Tax Qualified policies had been underpriced from the
5 beginning because the policies had originally been designed with high lapse rates,
6 which would support lower premiums (and more sales) for these policies.

7 124. The real reason for the rate increase was admitted by Defendants in
8 letters to other state’s Departments of Insurance that questioned the rate increases.
9 For example, in an October 20, 2004 letter to the Kansas Department of Insurance,
10 Defendants admitted that “the main driver” for the 35% rate increase on this policy
11 form was “higher than anticipated persistency” and that actual lapse rates are
12 “significantly lower” than that which “was assumed in the pricing of the product.”
13 (Ex. 14, 10/20/04 letter from CNA to KSDOI.)

14 125. Loeb continues to make the required payments for the Tax Qualified
15 LTC P1- N0026 policy.

16 *Statement of Facts as to Sue Souveroff*

17 126. Sue Souveroff applied for Defendants’ PA NTQ LTC policy form PA
18 100 P1-21300-A04 on December 26, 1996. Her policy became effective on February
19 20, 1998 at a semi-annual premium of \$1,623.60.

20 127. The language of the PA NTQ LTC policy form PA 100 P1-21300-A04
21 provided to Souveroff, stated under the heading on page 1 “**GUARANTEED**
22 **RENEWABLE FOR LIFE/PREMIUMS SUBJECT TO CHANGE**”:

23 Your policy will remain in effect during Your lifetime as long as each premium
24 is paid on time. We cannot cancel or refuse to renew Your policy. We cannot
25 change Your policy without Your consent. However, We may change the
26 premium rates. Any change will apply to all policies in the same class as Yours
27 in the state where the policy was issued. For this policy form, class is
28 determined by Your issue age and health rating group, the maximum benefit

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and the elimination period of the policy, and any optional rider benefits You have selected. It is also determined by any discounts which may apply to You. We may change the premium whenever actual experience indicates that any one or more of the factors on which the premium rates are based need to be adjusted. If a change is needed, We will notify You in writing at least 31 days before Your premium changes. Coverage begins and ends on 12:01 a.m. Standard Time at Your residence.

Your policy provides a refund of unearned premium when We are notified of Your death. A refund of unearned premium will not be made for any other reason.

128. The first page of the policy is also imprinted at the top with CNA’s address at CNA Plaza, Chicago, Illinois. It directs the policyholder to “CHECK YOUR APPLICATION” and “If for any reason, any of Your answers are incorrect, contact Us at CNA Plaza, Chicago, Illinois, 60685.” (See **Ex. 8.**)

129. The Policy states that “Payment may be made to Us at Our Home Office at CNA Plaza, Chicago, Illinois 60685, or to Your agent.” (See *Id.* at 27.)

130. The Application that was signed by Souveroff on December 26, 1996, did not have any statement that the premiums would be increased, or that a premium increase was planned by the Defendants, or that the premiums were based on flawed actuarial assumptions. (See **Ex. 3.**)

131. The Application is imprinted with CNA’s address at CNA Plaza, Chicago, Illinois. It states that the policy will not take effect until it is issued by the Continental Casualty Company, which is defined in the policy as being located at CNA Plaza, Chicago. (See **Ex. 3** at 29, 32; **Ex.6** at 8.)

132. After a delay in approving Souveroff’s application, Defendants accepted Souveroff’s policy application and a PA NTQ LTC policy form PA 100 P1-21300-A04 policy was delivered to Souveroff. (See **Ex. 8.**)

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1 133. The PA NTQ LTC policy form PA 100 P1-21300-A04 policy became
2 effective on March 11, 1998 at a semi-annual premium of \$1623.60 payable annually.
3 The first renewal date was March 11, 1999. Souveroff has paid premiums semi-
4 annually from the inception of the policy.

5 134. The real reason for the rate increase was admitted by Defendants in
6 letters to the state Departments of Insurance that questioned the rate increases. For
7 example, in a May 28, 2003 letter to the New Mexico Department of Insurance,
8 Defendants admitted that “the driver” for the requested 50% rate increase on this
9 policy form was “lapse rates lower than expected.” (Ex. 15, 5/28/03 letter from
10 Mielcarz to Kumar.)

11 135. In 2003 and 2004, when Defendants billed Souveroff for the premium
12 due on her PA NTQ LTC policy, Defendants did not disclose to Souveroff there were
13 two planned increases for the PA NTQ LTC policies.

14 136. By letter dated January 4, 2005, CNA’s Mark Weber notified Souveroff
15 that effective March 11, 2005 her semi-annual premium would be increased 25% to
16 \$1055,33. (\$2,100.46 annually). (Ex. 16, 1/4/05 letter from Weber to Souveroff.) The
17 letter explained that the increase was “ necessary due to higher than expected
18 aggregate claims.”

19 137. The January 4, 2005 letter falsely stated the reasons that the premiums
20 were being increased on the PA NTQ LTC policies in California. The letter also
21 omitted an explanation that the PA NTQ policies had been underpriced and that the
22 policies had originally been designed with high lapse rates, which would support
23 lower premiums for these policies.

24 138. By unsigned letter dated July 5, 2006, Defendants notified Souveroff that
25 the premium for her PA NTQ LTC policy was being increased again to a semi- annual
26 premium of \$1266.40 (\$2,432.80 annually) due on or after September 11, 2006. The
27 unsigned letter was similar to the January 4, 2005, letter but included language that
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1 “We are very sorry to have to take this action...” (Ex. 17, 7/5/2006 letter to
2 Souveroff.)

3 139. Uniform letters sent to PA NTQ LTC policyholders in 2004 to 2006 also
4 failed to state the reasons why Defendants had requested premium increase approval
5 from the various states’ Departments of Insurance and that future premium increases
6 were expected.

7 140. When Defendants decided to stop selling individual LTC policies in
8 2003, Defendants decided to increase their profit margins through premium increases
9 for their LTC insurance policies, including the PA NTQ LTC policies.

10 141. In instituting the PA NTQ LTC premium increases to its California
11 policyholders, Defendants further misrepresented to Souveroff and the Class the
12 reasons for the increase. At no time did Defendants disclose to Souveroff and the
13 Class that there were inherent material defects in the PA NTQ LTC policies.

14 142. Had Defendants informed Souveroff and the Class of these material facts
15 and/or omissions, including planned premium increases, Souveroff and the Class
16 would not have initially purchased or renewed these policies.

17 143. Defendants continued to accept annual renewal premiums from the
18 Souveroff and the Class knowing that there were problems with the pricing for the PA
19 NTQ LTC policies that would lead to increased premiums in future years.

20 144. Early Warning LTC reports circulated between 1996 and 2002 at
21 Defendants’ corporate headquarters in Chicago confirmed the problems with the
22 underpricing of the PA NTQ LTC policies.

23 145. At all relevant times, Defendants acted with intent to deceive Souveroff
24 and the Class and effectuated the above-described wrongful course of action, which
25 was reasonably calculated to deceive and/or defraud its California Preferred
26 Advantage LTC policyholders, including Souveroff and the Class.

27 146. Souveroff renewed her policy each year thereafter.
28

CLASS ACTION ALLEGATIONS

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2 147. Named Plaintiffs, RALPH SHAFFER, SUE SOUVEROFF, and
3 SAMUEL LOEB bring this action pursuant to Federal Rule of Civil Procedure 23
4 (b)(3) individually and on behalf of all others similarly situated nationwide as defined
5 in paragraph 18, *supra*.

6 148. The requirements for maintaining this action as a class action are
7 satisfied in that:

- 8 a. It is impracticable to bring all the Class before the court. Plaintiffs
9 estimate that there are more than 100,000 members of the Class
10 and that their identities can be ascertained from Defendants’ books
11 and records. Attempting to join and name each Class member as
12 co-Plaintiff would be unreasonable and impracticable.
- 13 b. The prosecution of separate actions by individual Class members
14 or the individual joinder of all Class members in this action is
15 impracticable and would create a massive and unnecessary burden
16 on the resources of the courts and could result in inconsistent
17 adjudications, while a single class action can determine with
18 judicial economy the rights of each member of the Class.
- 19 c. Because of the disparity of resources available to defendants
20 versus those available to individual Class members, prosecution of
21 separate actions would work a financial hardship on many Class
22 members.
- 23 d. The conduct of this action as a nationwide class action, or
24 alternatively a class action of multiple statewide subclasses,
25 conserves the resources of the parties and the court system,
26 protects the rights of each member of the Class, and meets all due
27 process requirements as to fairness to the defendant. The conduct
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of the class action is also far superior to individual claims, all arising out of the same circumstances and course of conduct.

- e. The claims or defenses of the representative Plaintiffs are typical of the claims or defenses of each member of the Class.
- f. The Plaintiffs will fairly and adequately protect the interests of the Class. Each Class member’s interests are consistent with, and not antagonistic to, those of Plaintiffs.
- g. Plaintiffs also seek all legally available damages.
- h. Furthermore, Plaintiffs are represented by experienced class action counsel.
- i. Upon certification, notice can be efficiently and effectively accomplished since class members’ identities and locations can easily be ascertained from defendants’ records. Letters can be sent via first class mail to all the Class to provide notice of the class action.

149. There are questions of law and fact common to the Class, which are substantially similar and predominate over the questions affecting the individual Class members. Among these common questions of law and fact are:

- a. Whether Defendants fraudulently induced the sale and renewal of these policies by withholding material information or otherwise defrauded the Plaintiffs;
- b. Whether Defendants wrongfully underpriced their Class LTC policies in order to stimulate policy sales;
- c. Whether Defendants affirmatively concealed from their policyholders the defects inherent in the Class LTC policies;
- e. Whether Defendants engaged in unfair and misleading business practices in violation of statutory consumer protection laws to the detriment of Plaintiffs and the Class;

f. Whether Plaintiffs and the Class have sustained damages and the proper measure of those damages.

CAUSE OF ACTION ALLEGATIONS

FIRST CAUSE OF ACTION

(Violations of Statutory Consumer Protection Laws as against Defendants)

150. Plaintiffs repeat and re-allege the allegations contained in paragraphs 1 through 155 above, as if fully set forth herein.

151. Plaintiffs bring this claim under statutory consumer protection laws, on behalf of themselves and the nationwide Class of individuals who purchased and/or renewed Class LTC policies from Defendants based upon Defendants’ pattern of unlawful, unfair and/or fraudulent business practices, as alleged above. If necessary and at the appropriate time, Plaintiffs will move for a choice of law determination on which state’s consumer protection statute should apply. Alternatively, to the extent, if any, the Court determines states’ statutory consumer fraud laws vary, statewide subclasses may be appropriate. Defendants knew at the time the Class LTC policies were developed that they were underpriced produce a marketing advantage.

152. Defendants engaged in this unfair “low-ball” pricing to encourage senior consumers nationwide to purchase the Defendants’ LTC policies rather than higher priced policies sold by other companies.

153. Defendants purposefully designed these LTC policies with high lapse rates, which supported lower premiums, in order to gain a marketing advantage through unfair and improper means. By virtue of the foregoing conduct, properly designed products were rejected in favor of Defendants’ underpriced products.

154. Defendants admitted that the projected lapse rates in their original pricing assumptions for their LTC policies were too high but Defendants withheld this information from Plaintiffs and the Class in order to encourage renewals.

155. Defendants’ business practices confirm that prior LTC policies were also designed to require premium increases after the policies were purchased.

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156. Defendants failed to tell Plaintiffs and the Class that premiums would be increased on the policies that they purchased.

157. When the P/C NTQ, PA NTQ and TQ LTC policy renewals were solicited and the premiums were increased, Defendants misrepresented to Plaintiffs and the Class the reasons why the premiums were being increased, and did not inform the Plaintiffs and the Class of the problems with the policies. Defendants also did not inform the the Class that the Class LTC policies had been closed for sale.

158. Defendants’ conduct caused Plaintiffs and the Class to suffer a substantial loss of property for retirement, personal care, maintenance or assets essential to the health and welfare of senior citizens, and Plaintiffs and the Class actually suffered economic damages resulting from Defendants’ conduct.

159. Plaintiffs, on behalf of themselves and the Class, seek all available relief on grounds generally applicable to the Class as provided by law, including, but not limited to, a return of all premium increase payments received by Defendants from the Plaintiffs and the Class; and/or the reinstatement of the original coverage benefits purchased by the Class who have reduced their coverage or dropped their policy after the premiums were increased; and/or an amount equal to the amount of long term nursing care and home health care benefit class members, who reduced their coverage or dropped the policy after the premiums were increased, would have received but for Defendants’ wrongful actions.

SECOND CAUSE OF ACTION

(Negligent Misrepresentation as against Defendants)

160. Plaintiffs repeat and re-allege the allegations contained in paragraphs 1 through 165 above, as if fully set forth herein.

161. Plaintiffs bring this claim pursuant to the common and codal laws of negligent misrepresentation of the various states based upon the Court’s choice of law analysis, on behalf of themselves and the Class of individuals who purchased and/or renewed P/C NTQ, PA NTQ and TQ LTC policies from Defendants based upon

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1 Defendants’ pattern of misrepresentations, as alleged herein. If necessary and at the
2 appropriate time, Plaintiffs will move for a choice of law determination on which
3 state’s negligent misrepresentation law should apply. Alternatively, to the extent, if
4 any, the Court determines state laws vary, statewide subclasses may be appropriate.

5 162. At the time the Class LTC policies were sold and renewed, the
6 Defendants and/or its authorized agents affirmatively misrepresented to Plaintiffs and
7 the Class that the policies were guaranteed renewable. Defendants also
8 misrepresented that “Premiums may change,” (emphasis added) when Defendants
9 knew premiums certainly would be increased. Defendants’ application form
10 contained no statements that premiums would be increased for the Class LTC policies
11 sold to senior consumers nationwide. Defendants also falsely misrepresented that
12 these policies were “insurance.”

13 163. These affirmative representations made by Defendants were false at the
14 time they were made and Defendants knew or should have known that the
15 representations were false.

16 164. Defendants continued to sell long-term care insurance with the
17 knowledge that Defendants would request premium increases in California on these
18 policies, including the Class LTC policies. Moreover, at the time Defendants solicited
19 policy renewals from Plaintiffs and the Class, they affirmatively misrepresented the
20 reasons for the rate increases. Defendants also failed to inform Plaintiffs and the
21 Class that Defendants had stopped selling P/C NTQ and PA NTQ in 1999 and the TQ
22 policies in 2000, and stopped selling all individual long-term care insurance policies
23 in 2003.

24 165. Defendants held themselves out as insurance experts in long-term care
25 insurance, but withheld from Plaintiffs and the Class information available that
26 indicated there were severe problems with the underpricing of the Class LTC policies.
27 Instead of sharing this information with Plaintiffs and the Class, Defendants continued
28 to sell these LTC policies to Plaintiffs and the Class as guaranteed renewable.

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1 166. Defendants falsely marketed, promoted, sold, renewed and administered
2 the Class LTC policies knowing that senior consumers were likely to be deceived by
3 their actions. Such conduct included the fact that at no time during Defendants'
4 marketing, sale and renewal of the Class LTC policies to the Plaintiffs or the Class,
5 did the Defendants inform or advise the Plaintiffs and the Class that these LTC
6 policies were underpriced.

7 167. Defendants also failed to inform the Shaffer and the P/C policyholders
8 that premiums would be increased more than once, and would be increased more than
9 fifty percent (50%) between 2004 and 2005.

10 168. Defendants made the representations, herein alleged, with the intention of
11 inducing senior consumers to purchase Defendants' LTC policies.

12 169. Defendants owed Plaintiffs and the Class the special duty of honesty
13 implied obligation of good faith and fair dealing and, therefore, Plaintiffs and the
14 Class were justified in relying on this fact and had no reason to believe that they
15 would be taken advantage of by Defendants.

16 170. No reasonable person would buy a P/C NTQ, PA NTQ, or TQ LTC
17 policy knowing that the policies were underpriced, that premium increases were
18 planned, the block of LTC policies would be closed to new sales, that Defendants
19 would stop selling all individual long-term care insurance, and that Defendants
20 intended to shift its risk back to the policyholder.

21 171. Plaintiffs' and the Class' reliance on Defendants' representations were
22 justified because the business of insurance is limited to companies which hold
23 themselves out as actuarial experts in evaluating covered risks and appropriately
24 pricing those risks. Thus, this expertise is reasonably expected and relied upon in the
25 marketplace.

26 172. At the time Defendants made the representations herein alleged,
27 Defendants had no reasonable grounds for believing the representations to be true, and
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1 had made these representations with the intention of inducing Plaintiffs and the Class
2 to purchase and renew Defendants’ Class LTC policies.

3 173. As a proximate result of Defendants’ negligent misrepresentations,
4 Plaintiffs and other members of the Class have sustained damages. Plaintiffs, on
5 behalf of themselves and the Class, seek all available relief on grounds generally
6 applicable to the entire Class as provided by law, including, but not limited to, a return
7 of all premium increase payments received by Defendants from the Plaintiffs and the
8 Class; and/or the reinstatement of the original coverage benefits purchased by
9 members of the Class, who have reduced their coverage or dropped the policy after
10 the premiums were increased; and/or an amount equal to the amount of home health
11 care or nursing care benefits class members, who reduced their coverage or dropped
12 the policy after the premiums were increased would have received but for Defendants’
13 wrongful actions.

THIRD CAUSE OF ACTION

**(Fraud - Intentional Misrepresentation and Concealment as against
Defendants)**

17 174. Plaintiffs repeat and reallege the allegations contained in paragraphs 1
18 through 178 above, as if fully set forth herein.

19 175. Plaintiffs bring this claim pursuant to the common and codal laws for
20 fraud of the various states based upon the Court’s choice of law analysis, on behalf of
21 themselves and the Class of individuals who purchased and/or renewed the Class LTC
22 policies from Defendants based upon Defendants’ pattern of fraudulent
23 misrepresentations and omissions, as alleged herein. If necessary and at the
24 appropriate time, Plaintiffs will move for a choice of law determination on which
25 state’s fraud laws should apply. To the extent, if any, the Court determines state laws
26 vary, statewide subclasses may be appropriate.

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1 176. At all times mentioned herein, Defendants engaged in a systematic
2 scheme to defraud Plaintiffs and the Class into purchasing and renewing the Class
3 LTC policies.

4 177. At the time the Class LTC policies were sold and renewals solicited,
5 Defendants knew that its long-term care policies were underpriced.

6 178. Defendants also knew that its long-term care policy rates would be
7 increased and that Defendants would shift the risk of their mistakes back to the
8 policyholders.

9 179. Defendants also knew and failed to disclose that the Class LTC block of
10 policies would be closed. Therefore, Defendants’ promise of “guaranteed renewable
11 insurance” statement that “Premiums may change” and claim that they were selling
12 “insurance” were affirmative, false misrepresentations (emphasis added).

13 180. Defendants failed to inform Plaintiffs and the Class of the material facts
14 in order to induce them to purchase and renew their long-term care policies instead of
15 the higher priced policies sold by other companies.

16 181. Plaintiffs and the Class could not have known of these material facts and
17 would not have purchased or renewed the Class LTC policies had Defendants
18 disclosed these material facts. Thus, by Defendants concealing and suppressing these
19 material facts, Plaintiffs and the Class have been damaged. All such
20 misrepresentations and omissions were uniform to the Class.

21 182. At the time the Class LTC policies were sold and renewed by the
22 Plaintiffs and the Class, Defendants knew that the representations herein alleged were
23 false and made these statements for the purpose of inducing the Plaintiffs and the
24 Class to act in reliance on these representations and purchase the Class LTC policies.
25 Defendants knew that their omissions regarding the pending rate increases were likely
26 to mislead Plaintiffs and the Class, and did in fact mislead Plaintiffs and the Class into
27 believing that the Class LTC policies were level-premium policies.

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1 183. At the time these representations and omissions were made by
2 Defendants, and at the time Plaintiffs and the Class took the actions herein alleged,
3 Plaintiffs and the Class were ignorant of the falsity of Defendants’ representations and
4 believed them to be true.

5 184. In reliance on Defendants’ representations, Plaintiffs and the Class were
6 induced to and did purchase and renew the Class LTC policies. If the Plaintiffs and
7 the Class had been told that the Class LTC policies were underpriced and premiums
8 would be increased, Plaintiffs and the Class would not have purchased and renewed
9 these policies, because no reasonable person would purchase a “guaranteed
10 renewable” policy knowing that rates were certain to increase, and that the risks would
11 be shifted back to the insureds.

12 185. Plaintiffs’ and the Class’ reliance on Defendants’ representations was
13 justified because the business of insurance is limited to companies which hold
14 themselves out as actuarial experts in evaluating covered risks and appropriately
15 pricing those risk. Thus, this expertise is reasonably expected and relied upon in the
16 marketplace.

17 186. Defendants’ fraudulent conduct was knowing, deliberate, wanton, willful,
18 outrageous, oppressive and malicious, undertaken in conscious disregard of, and with
19 reckless indifference to, Plaintiffs’ and the Class’ interests, and otherwise of the
20 character warranting the imposition of punitive damages for the sake of example and
21 by way of punishing the Defendants pursuant to section 3294 of the Cal. Civil Code.

22 187. Plaintiffs and the Class have suffered economic losses as a result of
23 Defendants’ intentional misrepresentations and active concealment, and are entitled to
24 an award of compensatory and punitive damages, in an amount to be established at
25 trial.

26 **FOURTH CAUSE OF ACTION**

27 **(Financial Abuse of Elderly or Dependent Adult as against Defendants)**

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1 188. Plaintiffs repeat and reallege the allegations in paragraphs 1 through 191
2 above, as if fully set forth herein.

3 189. In the event the Court determines California law applies, Defendants’
4 conduct in the sale of the Class LTC policies to the Plaintiffs and the Class who reside
5 in California violated section 15600 *et seq.* of the California Welfare and Institutions
6 Code, also known as the “Elder Abuse and Dependent Adult Civil Protect Act,” which
7 prohibits the “physical abuse, neglect, financial abuse, abandonment, isolation,
8 abduction, or other treatment with resulting physical harm or pain or mental suffering”
9 of an elderly or a dependent adult. Cal. Welf. & Inst. Code § 15610.07(a). If
10 necessary and at the appropriate time, Plaintiffs will move for a choice of law
11 determination on which state’s elderly abuse laws should apply. To the extent, if any,
12 any other state law protects the elderly, Defendants conduct in the sale of the Class
13 LTC policies to the Plaintiffs and the Class who reside in those states violated that
14 states’ elder abuse laws and statewide.

15 190. Section 15610.30(a) of the California Welfare and Institutions Code
16 provides, in relevant part, that "financial abuse" means a situation in which a person or
17 entity (1) **takes**, secretes, appropriates or retains real or personal **property of an elder**
18 or dependent to a wrongful use, or **with the intent to defraud** or both. Cal. Wel. &
19 Inst. Code § 15610.30(a) (emphasis added).

20 191. As herein alleged, Defendants took the property of California
21 senior citizens both for a wrongful use and with the intent to defraud.

22 192. Consistent with consumers’ expectation, insurers may not engage
23 in the same kind of free-wheeling profit-motivation of other industries dealing
24 with products less close to the core of our long-term, economic well being.

25 193. Thus, insurers may not engage in low-ball pricing of LTC insurance
26 products with planned or reasonably foreseeable rate increases. Similarly, insurers
27 may not insert self-serving, exculpatory language that interferes with or nullifies the
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1 insurance being promised. Thus, any ambiguity in the policy language must be
2 construed against the drafter of the policy.

3 194. These long-term care insurance products were targeted at retirees on
4 fixed incomes who could not reasonably be expected to afford rate increases. Policies
5 such as the subject ones are not suitable for people on fixed incomes unless they are
6 designed and administered as level-premium policies.

7 195. Likewise, policy language may not be invoked to frustrate the reasonable
8 expectation of the marketplace regarding the scope or form of coverage. Thus, the
9 administration of the policy requires that it be properly underwritten.

10 196. The application and LTC policies provided to the Plaintiffs and the Class
11 did not contain a statement that CNA would increase premiums.

12 197. Despite Defendants' affirmative representations to Plaintiffs and the
13 Class in written documents provided to them that the Class LTC policies were
14 guaranteed renewable for life, Defendants had knowledge that premiums for these
15 LTC policies would be increased to unaffordable and unexpected levels, which would
16 require their policyholders to pay additional premiums to maintain their long-term
17 care coverage or forfeit the thousands of dollars in premiums paid for their LTC
18 policies.

19 198. When the policies were sold, Defendants also had knowledge that many
20 of the policyholders would not be able to purchase affordable long-term care
21 insurance with other carriers should they cease paying the increased premiums, as
22 with the passage of time, their age and/or medical history would either bar coverage or
23 make it unaffordable.

24 199. In letters sent to the Plaintiffs and the Class soliciting renewals,
25 policyholders were informed by Defendants that their premiums would be increased.

26 200. In instituting the Premium/Classic, TQ, and Preferred Advantage LTC
27 premium increases, Defendants further misrepresented to Plaintiffs and the Class the
28 reasons for the increases. At no time did Defendants advise Plaintiffs and the Class of

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1 the inherent defects in their LTC policies or that those defects were the direct cause of
2 the premium increases.

3 201. Had Defendants informed Plaintiffs and the Class of these material facts
4 and/or omissions, Plaintiffs and the Class would not have initially purchased these
5 policies.

6 202. At all relevant times, Defendants acted with intent to deceive Plaintiffs
7 and the Class and effectuated the above-described wrongful course of action, which
8 was reasonably calculated to deceive and/or defraud their Class LTC policyholders,
9 including Plaintiffs and the Class.

10 203. Defendants' malicious and irresponsible conduct resulted in Plaintiffs
11 and the Class renewing their policies until they were too old to purchase alternative
12 coverage with another company. Defendants knew that future increases in premiums
13 were planned and Defendants failed to disclose this fact to Plaintiffs and the Class.
14 Plaintiffs and the Class were also forced to forfeit whatever premiums that had been
15 paid to Defendants, if they chose to drop their coverage because they could no longer
16 afford the premiums.

17 204. Defendants' conduct in the sale of the Class LTC policies to the Plaintiffs
18 and the Class, was intentional and malicious and done for the purpose of causing
19 Plaintiffs and members of the Class to suffer humiliation, mental anguish, and
20 emotional and physical distress.

21 205. The above-described conduct of Defendants was willful and was
22 intended to cause injury to Plaintiffs and the Class. Accordingly, Plaintiffs and the
23 Class are entitled to an award of exemplary or punitive damages.

24 206. Cal. Wel. & Inst. Code § 15657.50 provides for attorneys' fees and costs
25 in elder abuse cases, where it is proven by clear and convincing evidence that
26 Defendants are liable for fiduciary abuse as defined in Section 15610.30, and that the
27 Defendants have been guilty of recklessness, oppression, fraud, or malice in the
28 commission of this abuse, in addition to all other remedies otherwise provided by law.

1 Accordingly, Plaintiffs and the Class seek recovery of their attorneys’ fees and costs
2 incurred herein as a result of Defendants’ actions. To the extent other states’ elderly
3 abuse laws provide recovery of attorneys’ fees and costs, Plaintiffs seek recovery
4 thereunder.

5 **REQUEST FOR RELIEF**

6 **Wherefore,** Plaintiffs respectfully requests that the Court enter judgment in
7 their favor and against Defendants as follows:

- 8 a. Determining that this action is a proper class action maintainable under
9 Federal Rule of Civil Procedure 23 certifying appropriate Plaintiffs’
10 Class; certifying Named Plaintiffs as Class representatives of the Class;
11 and appointing Plaintiffs’ counsel as counsel for the Class;
- 12 b. That Defendants be required to make restitution to each Plaintiff and
13 each member of the Class of any and all money or property paid by that
14 Plaintiffs and Class member;
- 15 d. Awarding Plaintiffs and the Class their punitive damages in an amount to
16 be determined at trial;
- 17 e. For a determination by the Court of the most suitable mode by which
18 Class members are to come forward, identify themselves, and prove their
19 entitlement to share in the total sum awarded by the Court for actual,
20 statutory and punitive damages;
- 21 f. Awarding Plaintiffs and the Class their reasonable attorneys’ fees and
22 statutory attorneys’ fees;
- 23 g. Awarding Plaintiffs and the Class pre-judgment and post-judgment
24 interest as provided by law;
- 25 h. Awarding Plaintiffs and the Class their costs of suit herein incurred; and
- 26 i. Awarding Plaintiffs and the Class such other and further relief as may be
27 just and proper.

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JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

DATED this 8th day of January, 2008.

By: /s/ Gillian Wade
MILSTEIN, ADELMAN & KREGER, LLP
Wayne S. Kreger, Esq.
Gillian L. Wade, Esq.

KANNER & WHITELEY, L.L.C
Allan Kanner, Esq.
Conlee S. Whiteley, Esq.
Aylin R. Açikalin Maklansky, Esq.

PERRY PEARCE BENTON, P.C.
Perry Pearce Benton, Esq.

NEBLETT, BEARD AND ARSENAULT
Richard J. Arsenault, Esq.
J. R. Whaley, Esq.

COUNSEL FOR PLAINTIFFS AND THE CLASS

Milstein, Adelman & Kreger LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

EXHIBIT B

STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by, between, and among Ralph Shaffer ("Shaffer"), Samuel Loeb ("Loeb"), and Susan Souveroff ("Souveroff"), and Continental Casualty Company, Valley Forge Life Insurance Company (now known as Reassure America Life Insurance Company), and CNA Financial Corp. (collectively, "Defendants" or "the Company"), through their counsel, that the lawsuit captioned Ralph Shaffer, individually and on behalf of all others similarly situated, v. Continental Casualty Company, and CNA Financial Corporation, dba CNA LTC, Case No. CVO6-2235 PSG (PJWx), pending in the United States District Court for the Central District of California, and the lawsuit captioned Loeb v. Continental Casualty Company, Civil Suit No. 509,060-B, originally filed in the First Judicial District Court, Caddo Parish, Louisiana, and then removed to the United States District Court for the Western District of Louisiana (Shreveport Division), under Civil Action No. 5:07-CV-0336, and the matters raised by those actions, are settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Stipulation of Settlement ("Settlement Agreement" or "Agreement") and the Release set forth in this Settlement Agreement, subject to the approval of the Court.

I. INTRODUCTION

A. Background of the Actions.

(1) On or about April 26, 2006, plaintiff Ralph Shaffer ("Shaffer") brought a Class Action Complaint for Damages in the United States District Court for the Central District of California against Continental Casualty Company and CNA Financial Corporation "dba CNA LTC", individually and on behalf of all persons who purchased a Continental Casualty Company Premier/Classic Policy ("LTC") and renewed that policy between 2001 and 2005. Shaffer's

Complaint for Damages alleges violations of the California Consumer Legal Remedies Act (Cal. Civil Code, § 1750 et seq.), violations of the California Unfair Competition Act (Cal. Bus. & Prof. Code § 17200 et seq.), negligent misrepresentation, fraud (intentional misrepresentation and concealment), constructive fraud, and Financial Abuse of Elderly, in connection with the Company's marketing, promotion, advertising, distribution, pricing, sale, administration, and renewal of Premier/Classic long-term policies ("LTC policies").

(2) The Court dismissed plaintiff's claims for constructive fraud and violations of the Consumer Legal Remedies Act upon motions to dismiss and for summary judgment, respectively.

(3) On or about January 26, 2007, the Court granted plaintiff's motion to certify a class of California policyholders. It certified a class of "All individuals who purchased and/or renewed the CNA Premier/Classic LTC insurance policies in California from 1993 to 2005."

(4) On or about January 9, 2007, plaintiff Samuel Loeb ("Loeb") brought a putative class action complaint in the First Judicial District Court, Caddo Parish, Louisiana, individually and on behalf of all persons who purchased and renewed Tax Qualified Long-Term Care Policies from Continental Casualty Company and CNA Financial Corporation in Louisiana from 1997 to 1999 and renewed them between 2003 and the present and who were subject to a rate increase of 35%. Loeb's Complaint alleges negligent misrepresentation and omission, fraud (fraudulent inducement, misrepresentation, and concealment), constructive fraud, redhibition, breach of contract, and unjust enrichment in connection with Defendants' marketing, promotion, advertising, distribution, pricing, sale, and renewal of Tax Qualified LTC policies. On February 22, 2007, Defendants removed the action to the United States District Court for the Western

District of Louisiana (Shreveport Division), on two jurisdictional grounds: (i) 28 U.S.C. § 1332(a) (diversity jurisdiction); and (ii) 28 U.S.C. § 1332(d) (Class Action Fairness Act).

Thereafter, Loeb moved to remand the action, and Defendants filed two motions to dismiss the alleged claims. Those motions are still pending.

(5) On February 16, 2007, counsel for Susan Souveroff sent Continental Casualty Company and CNA Financial Corporation a thirty day notice under § 1782 of the California Consumer Legal Remedies Act, § 1770 et seq., of intent to file a putative class action against them on behalf of Susan Souveroff and other policyholders "who were sold Preferred Advantage long-term care insurance policies" in California and "subsequently were sent form renewal notices informing them of premium increases for these policies."

(6) Defendants dispute Plaintiffs' claims and deny each and every allegation in these Complaints and in Souveroff's § 1782 notice and have asserted (or would assert) numerous defenses to such claims, including: (i) the Policies state on their face that premium rates could be increased and Defendants provided the notice of such increases required by the Policies; (ii) the Policy forms and premium rate increases were submitted to and approved by the insurance departments or other responsible authorities of the States where increases were implemented; (iii) Defendants disclosed all material facts regarding the Policies; (iv) Defendants had no duty to disclose the actuarial assumptions used to price the Policies; (v) Defendants priced the Policies conservatively based on past experience, trends in lapse rates over time, and other factors with the goal of *not* having to increase premiums in the future; (vi) even if Defendants could have predicted the need for future premium increases and disclosed this to policyholders, there is no evidence policyholders would have made different purchase decisions;

and (vii) policyholders were not injured by Defendants' alleged wrongdoing because they benefited from the under-priced policies and continue to pay competitive premium rates.

(7) Between September 2006 and the present, Plaintiffs' counsel conducted their own investigation and discovery in the Shaffer matter, including the review and analysis of thousands of documents produced by Defendants and gathered from Insurance Departments, took numerous depositions, retained and disclosed experts and Rule 26 reports, and briefed numerous questions of law. In addition, since September 27, 2007, Plaintiffs' counsel have conducted confirmatory discovery relating to this Agreement.

(8) The parties agree that the litigation of the merits of the Shaffer matter was hard fought and conducted at arm's length by experienced and able counsel on both sides.

B. The Settlement Discussions.

(1) Class Counsel believe the claims in the Actions, as defined below, have merit and are supported by evidence. Class Counsel, however, recognize the risks and uncertainties of prosecuting any action and the expense and length of proceedings necessary to prosecute the Actions through trial and appeals. Class Counsel is mindful of the age and circumstances of Class Members, which further argues for reasonable compromise. Class Counsel believe this proposed Settlement Agreement confers significant benefits to the Class Members. Based upon their evaluations, and as a result of lengthy and difficult arm's length negotiations with Defendants, Class Counsel are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Class Members.

(2) Defendants believe the Actions are completely without merit. Defendants have agreed to enter into this Settlement Agreement solely to reduce further litigation expense

and inconvenience and to remove the distraction of burdensome and protracted litigation. Defendants have denied and continue to deny each and every claim and contention alleged by Plaintiffs. They have asserted and continue to assert many defenses to such claims and have expressly denied and continue to deny any wrongdoing or legal liability arising out of the conduct alleged in the Actions. Defendants agree not to oppose plaintiffs' motion to certify a national Settlement Class only for settlement purposes and only under all of the terms and conditions of this Settlement Agreement. This Settlement Agreement shall not be construed or deemed to be evidence or an admission or concession by Defendants of any fault or liability for damages whatsoever or that any other class certification is appropriate, and Plaintiffs and Plaintiffs' Counsel acknowledge it would be a material breach of this Agreement if they seek to use this Settlement Agreement for any other purpose, except to show the reasonableness of settlement benefits. Defendants recognize, however, the risk, expense, and length of continued proceedings necessary to defend the Actions in different forums through trial and any appeals, and Defendants desire to avoid continued litigation with their valued policyholders. Defendants have determined, therefore, that it is desirable that the Actions and any future actions arising from Defendants' conduct as alleged in the Actions be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to avoid the further expense and burden of protracted litigation, to put to rest further controversy with the Class Members, and to provide the significant benefits set forth in this Agreement.

(3) Accordingly, the undersigned Parties have reached this Agreement to resolve controversies regarding the Policies issued to the Class Representatives and the putative class members, whether or not presently alleged, and Defendants have agreed not to oppose

certification of the Settlement Class defined in this Agreement solely for the purposes of effectuating this Agreement and subject to the conditions and terms of this Agreement.

II. DEFINITIONS

For purpose of this Stipulation of Settlement and the Exhibits to this Stipulation of Settlement, the following terms have the meanings specified below.

A. "Actions" means the cases or claims now pending as: (i) Shaffer v. Continental Casualty Company, Case No. CV06-2235 PSG (PJWx), in the United States District Court of the Central District of California (Western Division); (ii) Loeb v. Continental Casualty Company, Civil Action No. 5:07-CV-0336, in the United States District Court for the Western District of Louisiana (Shreveport Division); and (iii) the claims alleged by Susan Souveroff in her § 1782 30-day notice letter dated February 16, 2007 letter.

B. "Agreement" or "Settlement Agreement" or "Settlement" means this Stipulation of Settlement and the Exhibits attached to this Stipulation of Settlement, which are incorporated by reference.

C. "Class Counsel" means: (1) Kanner & Whiteley L.L.C.; (2) Milstein, Adelman & Kreger, LLP; (3) Neblett, Beard and Arsenault; and (4) Perry Pearce Benton, P.C.

D. "Class Members," "Class" or "Settlement Class" means all persons who have or had in-force an individual Premier, Classic, Preferred Advantage, Preferred Advantage TQ or Classic TQ Long-Term Care Policy numbered P1-18215, P1-18876, P0-18876, P1-21295, P1-21300, P1-21305, P0-21295, P0-21300, P0-21305, P1-N0022, P1-N0023, P1-N0026, P1-N0027, P1-N0030, P1-N0031, P1-N0034, P1-N0035, P1-N0066, P1-N0070, P0-N0022, P0-N0023, P0-N0026, P0-N0027, P0-N0030, or P0-N0034 purchased from Continental Casualty Company or Valley Forge Life Insurance Company. Notwithstanding the foregoing, the terms "Class

Members," "Class," and "Settlement Class" do not include any of the following: (1) persons whose policies lapsed before receiving notice of a premium rate increase; (2) persons who received claim payments under their policies before the Effective Date of the Settlement; (3) persons who, as of the Settlement Date, had lapsed their Policies within 120 days following a rate increase of less than 50% where the total increase, when combined with all past increases (if any), was less than the contingent nonforfeiture ("CNF") threshold percentage specified by the NAIC Model Regulation for that person's issue age, as set forth in the chart incorporated as part of Exhibit B; (4) persons who owned Policy forms numbered P0-N0023, P0-N0027, P1-N0023, P1-N0027, P1-N0031, and P1-N0035 but lapsed or cancelled their Policies before the Effective Date of the Settlement; and (5) persons who are deceased as of the Effective Date of the Settlement.

E. "Class Members With In-Force Policies" means Class Members who, as of the Settlement Date, retained their Policies without reducing the benefit levels under such Policies after receiving notice of a premium rate increase or, if they reduced benefit levels, only relinquished inflation riders and received a premium refund (or other benefit) for doing so.

F. "Class Members Who Lapsed Due to Premium Rate Increase" means Class Members who, as of the Settlement Date, lapsed their Policies due to a premium rate increase within 120 days of notice of such premium rate increase.

G. "Class Members With Reduced Benefit Policies" means Class Members who, as of the Settlement Date, retained their Policies but reduced their benefit levels (at least in part, without a premium refund) after notice of a premium rate increase.

H. "Class Notice" or "Notice" means the Legal Notice about Long Term Care Insurance, as set forth in Sections V-VII *infra*, and substantially in the form as attached Exhibit

E, which will be mailed to Class Members pursuant to the Order of Preliminary Approval of Proposed Settlement, as set forth in Section X infra.

I. "Class Representatives" or "Plaintiffs" means Ralph Shaffer, Samuel Loeb, and Susan Souveroff.

J. "Company" or "Defendants" means Continental Casualty Company, Valley Forge Life Insurance Company, and CNA Financial Corporation.

K. "Complaints" means the Class Action Complaint filed in the United States District Court for the Central District of California (Western Division) on April 1, 2006 and styled Shaffer v. Continental Casualty Company, CV06-2235 PSG (PJWx) and the Class Action Petition for Damages filed in the First Judicial District Court, Caddo Parish, Louisiana on or about January 9, 2007 and styled Loeb v. Continental Casualty Company, Civil Suit No. 509,060-B, and then removed to the United States District Court for the Western District of Louisiana (Shreveport Division), Civil Action No. 5:07-CV-0336.

L. "Consolidated Amended Complaint" is the Complaint attached to this Settlement Agreement as Exhibit A, which is hereby incorporated by reference.

M. "Defendants" or "the Company" means Continental Casualty Company, Valley Forge Life Insurance Company, and CNA Financial Corporation.

N. "Defendants' Counsel" means: (1) Shon Morgan, Esq., Quinn Emanuel Urquhart Oliver & Hedges, LLP; and (2) Michael McCluggage, Esq. and Lisa Simmons, Esq., Wildman, Harrold, Allen & Dixon, LLP.

O. "Effective Date" or "Effective Date of the Settlement" means the first date by which all of the following events have occurred: (1) the Court certifies a Class for settlement purposes only; and (2) the Court enters the Order of Preliminary Approval as set forth in Section

X infra; and (3) the Court enters the Final Order as set forth in Section XII infra; and (4) the Final Order becomes Final.

P. "Final" means:

(1) If no timely appeal has been taken from the Court or from any other order by the Court in this matter and no timely motion to reconsider or similar motion has been filed before the Court, when all periods of time for any person to seek any form of appeal, reconsideration or other form of review have expired; or

(2) If any such appeal, reconsideration or other form of review is undertaken, when any such appeal, reconsideration or other form of review shall have been fully resolved, the Final Order shall have been affirmed in all respects, and the time for any further appeal, reconsideration or other form of review shall have expired.

(3) A motion for relief from judgment under Rule 54 of the Federal Rules of Civil Procedure or other collateral attack on the judgment in another lawsuit shall not be considered to be "reconsideration or other form of review" for the purposes of determining whether the Final Order in this case has become "Final." However, a motion for relief from judgment under Rule 54 filed within 30 days of the date the Court enters the Final Order shall be considered to be "reconsideration or other form or review" for the purposes of determining whether the Final Order in this case has become "Final."

Q. "Final Fairness Hearing" means the hearing before the Court at which the Court considers:

(1) Whether this Settlement Agreement, including the Exhibits to this Agreement, should be approved as fair, adequate, and reasonable;

(2) Whether a Final Order as set forth in Section XII infra should be entered;

(3) Whether the application of Class Counsel for payment of attorneys' fees, costs and expenses should be approved;

(4) Whether any application for payment of an incentive award to the Class Representatives should be approved; and,

(5) Any other matters addressed by the Court.

R. "Final Order" or "Final Order and Judgment" means the Final Order, Judgment of Dismissal with Prejudice, and Release as set forth in Section XII infra.

S. "Grandfathered Tax-Qualified Policy" means a Policy issued before January 1, 1997 and numbered P1-18215, P1-18876, P0-18876, P1-21295, P1-21300, P1-21305, P0-21295, P0-21300, or P0-21305.

T. "Lead Counsel" means Allan Kanner, Esq. and Conlee Whiteley, Esq. of Kanner & Whiteley, L.L.C, 701 Camp Street, New Orleans, Louisiana.

U. "Life Line Screenings" means Life Line Screening's Vascular Package (i.e., Stroke Screening, Abdominal Aortic Aneurysm Screening, and Peripheral Arterial Disease Screening), as described at www.lifelinescreening.com, to be exercised within one year of the Effective Date of the Settlement, subject to existing Life Line policies regarding eligibility for such Screenings and at existing Life Line Screening locations.

V. "Long-Term Care Policies" or "LTC Policies" means the long-term care insurance policies issued by Continental Casualty Company or Valley Forge Life Insurance Company that are included within the Class.

W. "Maximum Opt-Out Percentage" means 5%.

X. "Non-Tax-Qualified Policy" means a Policy issued on or after January 1, 1997 and numbered P1-18215, P1-18876, P0-18876, P1-21295, P1-21300, P1-21305, P0-21295, P0-21300, or P0-21305.

Y. "Opt-Out Claimant" means a Class Member who submits a timely and valid Opt-Out Notice before the Opt-Out Date, as specified in the Class Notice.

Z. "Opt-Out Claims" means Claims that belong to Opt-Out Claimants.

AA. "Opt-Out Date" means the date specified in the Class Notice by which Class Members must submit a valid Opt-Out Notice requesting to be excluded from Class Relief in conjunction with this Settlement.

BB. "Order of Preliminary Approval of Settlement" means the Order as set forth in Section X infra.

CC. "Owner" means any Person who is designated as an "owner" of a Policy.

DD. "Person" means an individual or entity, including corporations, unincorporated associations, business trusts, estates, partnerships, joint ventures, and governments and governmental organizations.

EE. "Plaintiffs" or "Class Representatives" means Ralph Shaffer, Samuel Loeb, and Susan Souveroff.

FF. "Policy" or "Policies" means any individual Premier, Classic, Preferred Advantage, Preferred Advantage TQ or Classic TQ Long-Term Care Policy numbered P1-18215, P1-18876, P0-18876, P1-21295, P1-21300, P1-21305, P0-21295, P0-21300, P0-21305, P1-N0022, P1-N0023, P1-N0026, P1-N0027, P1-N0030, P1-N0031, P1-N0034, P1-N0035, P1-N0066, P1-N0070, P0-N0022, P0-N0023, P0-N0026, P0-N0027, P0-N0030, or P0-N0034 purchased from Continental Casualty Company or Valley Forge Life Insurance Company.

GG. "Preliminary Certification and Approval Date" means the date the Court enters the Order of Preliminary Approval as set forth in Section X infra.

HH. "Release" means the release and waiver as set forth in Section III of this Settlement Agreement.

II. "Released Claims" means any and all claims, actions, suits, obligations, demands, promises, liabilities, costs, expenses, and attorneys' fees (whether class, mass, collective, joint, or individual in nature), whether based on any federal or state law or a right of action, whether filed or threatened to be filed in state or federal court or in any other venue of any type, in law or in equity or otherwise, which the Plaintiffs and the Class Members or any of them ever had, now have, or can have, or shall or may hereafter have against Defendants and Releasees, including, but not limited to, any and all: (1) claims relating to the Policies; (2) claims relating to or arising out of any acts, failures to act, omissions, oral or written representations, facts, events, transactions, or occurrences set forth or alleged in the Actions or in any way related directly or indirectly to the subject matter of the Actions; (3) claims for fraud, non-disclosure, deceptive trade practices, abuse of the elderly, violation of any state or federal regulatory scheme, or other claims related to premium increases, marketing, pricing and actuarial assumptions for pricing, solicitation, application, underwriting, acceptance, sale, purchase, renewal, operation, retention, improper payment of premium, administration, replacement or suitability of any policy issued by any of the Defendants, except for claims for bad faith denial of claims; (4) claims relating to acts, omissions, facts, matters, transactions, occurrences, or oral or written statements or representations made or allegedly made in connection with or directly or indirectly relating to the Settlement Agreement or the settlement of the Actions, except nothing in this Release shall preclude any action to enforce the terms of the Settlement; and (5) claims for attorneys' fees,

costs, or disbursements incurred by Counsel for Plaintiffs or by Plaintiffs or the Class Members, or any of them, in connection with or related in any manner to the Actions, the settlement of the Actions, or the administration of such settlement, except to the extent otherwise specified in this Settlement Agreement.

JJ. "Releasees" means Defendants and each of their respective past, present, and future parents (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors, assigns, and shareholders, and all of their respective past, present, and future officers, directors, employees, general agents, agents, producers, brokers, solicitors, representatives, attorneys, accountants, heirs, administrators, executors, insurers, co-insurers and re-insurers, and assigns of any of the foregoing, including any persons or entities acting on behalf or at the direction of any of them.

KK. "Settlement" means the resolution of the Actions by this Settlement Agreement.

LL. "Settlement Administrator" means any class action settlement administration firm Defendants may retain to provide class actions settlement administrative services identified in this Agreement. Defendants will advise Class Counsel before retaining or specially assigning any Settlement Administrator and will consider any objections Class Counsel may have before doing so.

MM. "Settlement Agreement" or "Proposed Settlement" refers to this Stipulation of Settlement and all Exhibits to this Stipulation of Settlement, which are incorporated by reference

NN. "Settlement Date" means either November 15, 2007, or – if the Court does not preliminarily approve the Settlement and the Class Notice package on January 14, 2007 or shortly thereafter – the date of Defendants' most recently completed financial reporting period.

OO. "Settlement Class Members" means all Class Members except Opt-out Claimants.

PP. "Settlement Parties" means Defendants, the Class Representatives, and all Settlement Class Members.

QQ. "Settlement Website" means the Internet website described in Section V(A)(1), infra.

RR. "Stipulation and Order of Confidentiality" means the Stipulation and Order to which Class Members (or their attorneys) who wish to have access to the confirmatory discovery materials in this case must agree before they are provided access to the materials as set forth in Section VIII(B) infra.

SS. "Tax-Qualified Policy" means Policies numbered P1-N0022, P1-N0023, P1-N0026, P1-N0027, P1-N0030, P1-N0031, P1-N0034, P1-N0035, P1-N0066, P1-N0070, P0-N0022, P0-N0023, P0-N0026, P0-N0027, P0-N0030, or P0-N0034.

Capitalized terms used in this Settlement Agreement and Exhibits shall have the meaning ascribed to them in this Settlement Agreement.

III. RELEASE PROVISIONS

A. On or around January 8, 2008, or on such later date as the parties may agree or as the Court may direct, Class Representatives will submit to the Court a motion for leave to amend the Shaffer Complaint to allege claims consistent with the Class definition set forth in Section II(D), supra, and substantially in the form of the Consolidated Amended Complaint attached as Exhibit A. Defendants agree not to object to this motion for settlement purposes only. Should this Settlement not receive Final Approval, the Class Representatives agree to withdraw the Consolidated Amended Complaint and it shall be null and void and of no effect.

B. Upon the Court's entry of a Final Order and Judgment approving the Proposed Settlement, and by operation of such judgment entered by the Court, the Class Representatives

and the Settlement Class, for themselves and for all of their respective heirs, executors, and administrators, and for their respective representatives, predecessors, successors and assigns, shall release and forever discharge Defendants and each of their respective past, present, and future parents (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors, assigns, and shareholders, and all of their respective past, present, and future officers, directors, employees, general agents, agents, producers, brokers, solicitors, representatives, attorneys, accountants, heirs, administrators, executors, insurers, co-insurers and re-insurers, and assigns of any of the foregoing, including any persons or entities acting on their behalf or at the direction of any of them (collectively, "Releasees") from any and all claims, actions, suits, obligations, demands, promises, liabilities, costs, expenses, and attorneys' fees (whether class, mass, collective, joint, or individual in nature), whether based on any federal or state law or a right of action, whether filed or threatened to be filed in state or federal court in any other venue of any type, in law or in equity or otherwise, which the Plaintiffs and the Class Members or any of them ever had, now have, or can have, or shall or may hereafter have against Defendants or Releasees, including, but not limited to, any and all:

- (1) claims relating to the Policies;
- (2) claims relating to or arising out of any acts, failures to act, omissions, oral or written representations, facts, events, transactions, or occurrences set forth or alleged in the Actions or in any way related directly or indirectly to the subject matter of the Actions;
- (3) claims for fraud, non-disclosure, deceptive trade practices, abuse of the elderly, violation of any federal or state regulatory scheme, or other claims related to premium increases, marketing, pricing and actuarial assumptions for pricing, solicitation, application, underwriting, acceptance, sale, purchase, renewal, operation, retention, improper payment of

premium, administration, replacement or suitability of any policy issued by any of the Defendants, except for claims for bad faith denial of claims;

(4) claims relating to acts, omissions, facts, matters, transactions, occurrences, or oral or written statements or representations made or allegedly made in connection with or directly or indirectly relating to the Settlement Agreement or the settlement of the Actions, except nothing in this Release shall preclude any action to enforce the terms of the Settlement; and,

(5) claims for attorneys' fees, costs, or disbursements incurred by Counsel for Plaintiffs or by Plaintiffs or the Class Members, or any of them, in connection with or related in any manner to the Actions, the settlement of the Actions, or the administration of such settlement, except to the extent otherwise specified in this Settlement Agreement.

Plaintiffs and the Class Members expressly understand that Section 1542 of the California Civil Code provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Plaintiffs and the Class Members hereby agree (i) that the provisions of Section 1542 are hereby knowingly and voluntarily waived and relinquished, and (ii) that the provisions of all similar federal or state laws, right, rules, or legal principles of any other jurisdiction, to the extent that they are found to be applicable, are also hereby knowingly and voluntarily waived and relinquished.

In connection with this release, Plaintiffs and the Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected or facts in

addition to or different from those which they now know or believe to be true with respect to the matters released. Nevertheless, it is the intention of Plaintiffs and the Class Members in executing this Release to fully, finally, and forever settle and release all such matters, and all claims relating to such matters, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action).

IV. CONSIDERATION

A. Class Members With In-Force Policies.

Class Members With In-Force Policies may select from one of the following forms of relief by submitting the Benefits Form in accordance with the requirements set forth in Section VIII(G), *infra*. In addition, Class Members With In-Force Policies who select options (1) or (2) below may opt to also receive a Life Line Screening, to be exercised within one year of the Effective Date, subject to the conditions set forth in Section IV(F) *infra* and Life Line's existing policies regarding eligibility for such Screenings and at existing Life Line Screening locations.

(1) Enhanced Contingent Nonforfeiture Benefit: Class Members with In-Force Policies who elect to keep their Policies will have an Enhanced Contingent Nonforfeiture Benefit valued at 110% of premiums paid in accordance with the terms set forth in Exhibit B, which is incorporated by reference, added to their Policies at no cost. For those Class Members who relinquished inflation riders and received a premium refund or other benefit for doing so, the 110% calculation will not include the premiums paid for the inflation riders. Defendants will issue a Policy rider documenting the Enhanced Contingent Nonforfeiture Benefit to each eligible Class Member who selects this benefit option by properly completing and submitting a Benefits Form pursuant to Section VIII(G) *infra*. If the Settlement is finally approved, the

Enhanced Contingent Nonforfeiture Benefit will go into effect on the Effective Date of the Settlement.

(2) Tax-Qualified Policy Replacement: Class Members With In-Force Non-Tax-Qualified or Grandfathered-Tax-Qualified Policies may elect to exchange their Policy for a Tax-Qualified Policy approved for use in that Class Member's state which is the most similar in terms to the Policy owned by such policyholder with no required underwriting. By electing this option, such policyholder agrees that Defendants have sole and exclusive authority for deciding which Tax-Qualified Policy is most similar in terms to the Policy owned by such policyholder. Defendants will send Class Members who select this benefit a quote for the Tax-Qualified Policy after the Effective Date of the Settlement. The Class Members will then have 30 days to decide whether they want to keep the Tax-Qualified Policy. If they decide they do not want to keep the Tax-Qualified Policy, they will keep their current Policy and have an Enhanced Contingent Nonforfeiture Benefit added to the Policy at no cost.

(3) Reduced Paid Up Benefit: Except as otherwise stated in this paragraph, Class Members With In-Force Policies may elect to exchange their current Policy for a Reduced Paid Up Benefit valued at 30% of premiums paid in accordance with the terms set forth in Exhibit C, which is incorporated by reference. For those Class Members who relinquished inflation riders and received a premium refund or other benefit for doing so, the 30% calculation will not include the premiums paid for the inflation riders. This remedy option is not available to Class Members owning Policies numbered P0-N0023, P0-N0027, P1-N0023, P1-N0027, P1-N0031, or P1-N0035 because such Class Members already have a nonforfeiture benefit as part of their Policies. In the event of such election, Defendants will document the Reduced Paid Up Benefit after the Effective Date of the Settlement by reissuing the policyholder's Schedule of

Benefits to incorporate the Reduced Paid Up Benefit as the new lifetime maximum for such policyholder. If the Settlement is finally approved, the Reduced Paid Up Benefit will go into effect on the Effective Date of the Settlement.

B. Class Members With Reduced Benefit Policies.

Class Members With Reduced Benefit Policies may select from one of the following forms of relief by submitting the Election of Benefits Form in accordance with the requirements set forth in Section VIII(G), *infra*. In addition, Class Members With Reduced Benefit Policies who select options (1), (2), or (3) below may opt to also receive a Life Line Screening, to be exercised within one year of the Effective Date, subject to the conditions set forth in Section IV(F) *infra* and existing Life Line policies regarding eligibility for such Screenings and at existing Life Line Screening locations.

(1) Enhanced Contingent Nonforfeiture Benefit: Class Members with Reduced Benefit Policies who elect to keep their Policies will have an Enhanced Contingent Nonforfeiture Benefit valued at 110% of premiums paid in accordance with the terms set forth in Exhibit B, which is incorporated by reference, added to their Policies at no cost. For those Class Members who also relinquished inflation riders and received a premium refund or other benefit for doing so, the 110% calculation will not include the premiums paid for the inflation riders. Defendants will issue a Policy rider documenting the Enhanced Contingent Nonforfeiture Benefit to each eligible Class Member who selects this benefit option by properly completing and submitting a Benefits Form pursuant to Section VIII(G) *infra*. If the Settlement is finally approved, the Enhanced Contingent Nonforfeiture Benefit will go into effect on the Effective Date of the Settlement.

(2) Tax-Qualified Policy Replacement: Class Members With Reduced Benefit Non-Tax-Qualified or Grandfathered-Tax-Qualified Policies may elect to exchange their Policy for a Tax-Qualified Policy approved for use in that Class Member's state which is the most similar in terms to the Policy owned by such policyholder with no required underwriting. By electing this option, such policyholder agrees that Defendants have sole and exclusive authority for deciding which Tax-Qualified Policy is most similar in terms to the Policy owned by such policyholder. Defendants will send Class Members who select this benefit a quote for the Tax-Qualified Policy after the Effective Date of the Settlement. The Class Members will then have 30 days to decide whether they want to keep the Tax-Qualified Policy. If they decide they do not want to keep the Tax-Qualified Policy, they will keep their current Policy and have an Enhanced Contingent Nonforfeiture Benefit added to the Policy at no cost.

(3) Restored Policy Benefit: Class Members With Reduced Benefit Policies may elect to exchange their Reduced Benefit Policy for a Policy providing the same benefits as the Policy previously owned by such Class Members, subject to standard underwriting (except that such Class Members cannot restore a relinquished inflation rider for which they received a premium refund or other benefit). In that event, such policyholder will not be required to pay the past incremental premiums owed for such Restored Policy or the costs of underwriting. Policyholders who elect the Restored Policy Benefit agree to pay the premium rates customarily charged by Defendants for the Restored Policy for such policyholder from the date they pass the medical underwriting requirements. By electing this benefit, such policyholder agrees that Defendants' underwriting decisions with respect to this benefit option are final and can only be appealed to Defendants' LTC management. If the Settlement is finally approved, Class Members selecting this benefit who do not pass the medical underwriting review requirements will keep

their current Policy and have an Enhanced Contingent Nonforfeiture Benefit added to their Policy at no cost after the Effective Date of the Settlement.

(4) Reduced Paid Up Benefit: Except as otherwise stated in this paragraph, Class Members With Reduced Benefit Policies may elect to exchange their current Policy for a Reduced Paid Up Benefit valued at 30% of premiums paid in accordance with Exhibit C, which is incorporated by reference. For those Class Members who also relinquished inflation riders and received a premium refund or other benefit for doing so, the 30% calculation will not include the premiums paid for in the inflation riders. This remedy option is not available to Class Members owning Policies numbered P0-N0023, P0-N0027, P1-N0023, P1-N0027, P1-N0031, or P1-N0035 because such Class Members already have a nonforfeiture benefit as part of their Policies. In the event of such election, Defendants will document the Reduced Paid Up Benefit after the Effective Date of the Settlement by reissuing the policyholder's Schedule of Benefits to incorporate the Reduced Paid Up Benefit as the new lifetime maximum for such policyholder. If the Settlement is finally approved, the Reduced Paid Up Benefit will go into effect on the Effective Date of the Settlement.

D. Class Members Who Lapsed Due To Premium Rate Increase.

Class Members Who Lapsed Due To Premium Rate Increase receive a Paid Up Benefit in accordance with the terms set forth in Exhibit D, which is incorporated by reference. To be eligible for such benefit, such Class Members must request such benefit on the Benefits Form as set forth in Section VIII(G) *infra*, including a certification that the policyholder lapsed his or her Policy due to a premium rate increase, and submit such form by the date specified on the Class Notice, which will be no later than 30 days before the Final Fairness Hearing. In that event, Defendants will document the Paid Up Benefit after the Effective Date of the Settlement by

reissuing the policyholder's Schedule of Benefits to incorporate the nonforfeiture benefit amount as the new lifetime maximum for such policyholder. If the Settlement is finally approved, the Paid Up benefit will go into effect on the Effective Date of the Settlement.

E. Notice of Future Premium Rate Increases

Class Members who retain their Policies after the Effective Date acknowledge the right of the Company to file for and implement premium rate increases before and after the Effective Date. In the event the Company exercises its right to file for and implement premium rate increases, the Company shall notify then In-Force policyholders of a premium rate increase applicable to such policyholders 90 days before the regularly scheduled billings of such premium rate increases for such policyholders. Those policyholders who were eligible for and elected the Enhanced Contingent Nonforfeiture Benefit or received this benefit option pursuant to Section VIII(G) *infra* will have 120 days to exercise their rights as outlined in Exhibit B.

F. Life Line Screenings

Class Members who receive Life Line Screenings agree to release and forever discharge Defendants and their past, present, and future officers, directors, agents, employees, attorneys, advisors, representatives, predecessors and successors, corporate parent companies and subsidiaries, divisions, affiliates, shareholders, and the heirs, executors, administrators, successors, attorneys, and assigns from any and all claims, actions, suits, obligations, demands, promises, liabilities, costs, expenses, and attorneys' fees (whether class or individual in nature), whether based on any federal or state law or a right of action, in law or in equity or otherwise, which such Class members have, can have, or shall or may hereafter have against such persons relating to anything which may occur in connection with the Life Line Screenings.

V. NOTICE TO AND COMMUNICATIONS WITH CLASS MEMBERS

A. The Notice Program and the Class Notice

(1) The Notice Program will consist of the following: (i) the Form of Notice to Class Members as agreed upon by Class Counsel and Defendants and approved by the Court; (ii) service of a notice of the Proposed Settlement to the Attorney General of the United States and to the State Insurance Commissioners and to any other state or federal official, if necessary, in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715; (iii) establishment of a national toll free number and post office box by the Settlement Administrator; (iv) mailing of the notice to Class Members by first-class mail, pursuant to requirements set forth in Section V(A)(2), *infra*; and (v) establishment of a Settlement Website which features a copy of the Class Notice, the Benefits Forms, the Stipulation of Settlement, and other information relating to the terms of the Settlement and how Class Members can receive benefits.

(2) Subject to the requirements of the Order of Preliminary Approval as set forth in Section X *infra*, the Company shall send the Class Notice substantially in the form of Exhibit E by first-class mail, postage prepaid, to each person who the Company has determined with reasonable effort could potentially be a Class Member. For owners of Lapsed Policies, notice shall be made by first-class mail to the last known addresses of the owners of those Policies as reflected in the Company's records. The Company shall also re-mail any Class Notices returned with a forwarding address. The Company will pay for the costs associated with producing and mailing the Class Notice.

(3) In addition, Class Counsel and Defendants will cooperate to develop a form of Notice to be sent to those policyholders in California who received notice of the class

certified by the Shaffer court on or about January 26, 2007, who are not Class Members under this Agreement.

B. Right to Communicate With Class Members

Class Representatives and Class Counsel acknowledge and agree that the Company expressly reserves the right to and may communicate orally and in writing with, and to respond to inquiries from, Class Members.

VI. RETENTION OF SETTLEMENT ADMINISTRATOR

A. Upon consultation with and approval of Lead Counsel (which approval shall not be unreasonably withheld), the Company shall at its own cost retain, or specially employ, one or more Administrators to help implement the notice terms of the proposed Settlement Agreement.

B. The Administrator(s) may assist with various administrative tasks, including, without limitation: (1) mailing or arranging for the mailing or other distribution of the Class Notice to Class Members, and to appropriate federal and state officials, in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715; (2) handling returned mail not delivered to Class Members; (3) making any additional mailings required under the terms of this Settlement Agreement; (4) answering written inquiries from Class Members and forwarding such inquiries to Lead Counsel or their designee(s); (5) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion; (6) responding to Class Member inquiries concerning the Settlement Agreement; (7) staffing a telephone number to respond to policy owner inquiries concerning the Settlement; and (8) otherwise assisting Defendants with administration of the notice aspects of the Settlement Agreement.

VII. REQUESTS FOR EXCLUSION

A. Any Class Member who wishes to be excluded from the Class must mail or deliver a written request for exclusion, in care of the address to be provided in the Class Notice, postmarked by the date specified in the Class Notice, which will be no later than 30 days before the Final Fairness Hearing, or as the Court otherwise may direct. Either the Class Member, or a representative who has legal authority to sign for the Class Member, must sign the written request for exclusion. Defendants shall make available a confidential list of all persons who requested exclusion to the Court at or before the Final Fairness Hearing.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in this Section shall be bound by all subsequent proceedings, orders, and judgments in this Action relating to the Settlement Agreement, even if such Class Member has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendants relating to the claims released in this Action.

VIII. OBJECTIONS TO THE SETTLEMENT

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or the proposed settlement, or to the award of Attorneys' Fees and Expenses, must, by the date specified in the Class Notice, which will be no later than 30 days before the Fairness Hearing, or as the Court otherwise may direct, deliver to Lead Counsel and Defendants' Counsel and file with the Court a statement of the objection, as well as the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of the objection. Class Members may so object either on their own or through an attorney hired at their own expense.

B. Class Members and their personal attorneys may obtain access at their own expense to the documents disclosed through discovery to Lead Counsel by Defendants in this Action, and also to deposition transcripts and exhibits generated in this Action, but must first agree in writing to be bound by a Stipulation and Order of Confidentiality agreed upon by Class Counsel and Defendants.

C. Discovery documents shall be made available to Class Members for review by appointment during regular business hours at the offices of Kanner & Whiteley, 701 Camp Street, New Orleans, LA 70130. Lead Counsel shall inform Defendants' Counsel promptly of any requests by Class Members or their attorneys or other persons or entities for access to such documents.

D. If a Class Member hires an attorney to represent him or her, the attorney must, by the date specified in the Class Notice, which will be no later than 30 days before the Final Fairness Hearing, or as the Court otherwise may direct: (1) file a notice of appearance with the Court; and (2) deliver to Lead Counsel and Defendants' Counsel a copy of such notice.

E. Any Class Member who files and serves a written objection, as described in this Section, may appear at the Final Fairness Hearing, either in person or through personal counsel hired at that Class Member's expense, to object to the fairness, reasonableness or adequacy of this Settlement Agreement or the proposed settlement, or to the award of Attorneys' Fees and Expenses. Class Members or their attorneys intending to make an appearance at the Final Fairness Hearing must by the date specified in the Class Notice, which will be no later than 30 days before the Final Fairness Hearing, or as the Court otherwise may direct: (1) file a notice of intention to appear with the Court; (2) deliver to Lead Counsel and Defendants' Counsel a copy

of such notice of intention; and (3) identify any documents they will seek to introduce or witnesses they intend to call at the Final Fairness Hearing.

F. Any Class Member who fails to comply with this Section shall waive and forfeit any and all rights that Class Member may have to appear separately or object, or to take any appeal of the orders of judgments in this action, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, order, and judgments in this Action.

G. Each individual Notice sent to Class Members shall be accompanied by a Benefits Form substantially in the form of one of the Benefits Forms attached at Exhibit F. Except as otherwise stated in this paragraph, all Class Members who wish to claim any portion of the recovery under this Agreement to which they are entitled must elect their benefit and mail the Benefits Form to the address set forth on that Benefits Form postmarked by the date set forth in the Class Notice, which will be no later than 30 days before the Final Fairness Hearing. Any Class Member who does not elect a remedy to which they are entitled (or who does not properly elect a remedy) and mail a Benefits Form postmarked by the date specified on the Class Notice, which will be no later than 30 days before the Final Fairness Hearing, and who maintains a Policy with Defendants will be limited to the Settlement benefit described in Section IV(A)(1), supra. Any Class Member Who Lapsed Due To Premium Increase who does not properly submit the Benefits Form requesting the Paid Up Benefit and certifying that he or she lapsed the Policy due to a premium rate increase postmarked by the date specified on the Class Notice, which will be no later than 30 days before the Final Fairness Hearing, will not receive any benefits under this Agreement. In addition, the Benefits Form will advise in-force Class Members that if they lapse their Policy or otherwise change their Class Member status between the Settlement Date and the Effective Date of the Settlement, they may forfeit their right to the requested relief.

IX. CERTIFICATION OF A SETTLEMENT CLASS

A. Lead Counsel will move for the certification of a Settlement Class defined as:

all persons who had in-force an individual Premier, Classic, Preferred Advantage, Preferred Advantage TQ or Classic TQ Long-Term Care Policy numbered P1-18215, P1-18876, P0-18876, P1-21295, P1-21300, P1-21305, P0-21295, P0-21300, P0-21305, P1-N0022, P1-N0023, P1-N0026, P1-N0027, P1-N0030, P1-N0031, P1-N0034, P1-N0035, P1-N0066, P1-N0070, P0-N0022, P0-N0023, P0-N0026, P0-N0027, P0-N0030, or P0-N0034 purchased from Continental Casualty Company or Valley Forge Life Insurance Company; except that, notwithstanding the foregoing, the Class does not include any of the following: (1) persons whose policies lapsed before receiving notice of a premium rate increase; (2) persons who received claim payments under their policies before the Effective Date of the Settlement; (3) persons who, as of the Settlement Date, lapsed their policies within 120 days following a rate increase of less than 50% where the total increase, when combined with all past increases (if any), was less than the contingent nonforfeiture threshold percentage amount specified by the NAIC Model Regulation for that person's issue age, as set forth on Exhibit B; (4) persons who owned Policy forms numbered P0-N0023, P0-N0027, P1-N0023, P1-N0027, P1-N0031, or P1-N0035 but lapsed or cancelled their Policies before the Effective Date of the Settlement; and (5) persons who are deceased as of the Effective Date of the Settlement.

Defendants agree not to oppose such motion only for settlement purposes and only under all of the terms and conditions of this Settlement Agreement, including the agreement that this Settlement Agreement shall not be construed or deemed to be evidence or an admission or concession by Defendants of any fault or liability for damages whatsoever or that any other class certification is appropriate, and Plaintiffs and Plaintiffs' Counsel acknowledge it would be a material breach of this Agreement if they seek to use this Settlement Agreement for any other purpose, except to show the reasonableness of settlement benefits. The Order of Preliminary Approval of Settlement will contain the provisions as set forth in Section X infra.

B. As soon as is practicable following the Effective Date of the Settlement, the Settling Parties will jointly move for, and use their best efforts to obtain, the dismissal with prejudice of the Loeb action and any other lawsuit, arbitration or administrative, regulatory or

other proceeding or order in any jurisdiction based on or relating to the Released Claims or the facts and circumstances relating to the Released Claims.

X. ORDER OF NOTICE, FAIRNESS HEARING AND ADMINISTRATION

The Settling Parties will apply to the Court for an Order of Preliminary Approval that will, among other things:

- A. Preliminarily approve this Settlement Agreement as sufficiently fair and reasonable to warrant sending notice to the Class;
- B. Preliminarily allow Plaintiffs leave to file the Consolidated Amended Complaint on the condition that the allowance shall be automatically deleted if this Settlement Agreement is terminated or is disapproved in whole or in part by the Court, any appellate court, or any of the Parties, in which event this Settlement Agreement or the fact that it was entered into shall not be offered, received or construed as an admission or as evidence for any purpose, including as a basis for any argument that allowance of the Consolidated Amended Complaint is appropriate;
- C. Preliminarily certify the Class, as amended and defined in this Settlement Agreement, and designate Ralph Shaffer, Samuel Loeb, and Susan Souveroff as the Class Representatives and Lead Counsel as Class Counsel on the condition that the certification and designations shall be automatically deleted if this Settlement Agreement is terminated or is disapproved in whole or in part by the Court, any appellate court, or any of the Parties, in which event this Settlement Agreement or the fact that it was entered into shall not be offered, received or construed as an admission or as evidence for any purpose, including as a basis for any argument that certification of any class is appropriate;

D. Schedule the Final Fairness Hearing to be held on such date as the Court may direct to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be approved by the Court;

E. Approve the notice methodology described in this Settlement Agreement and the proposed Class Notice and Benefits Forms for mailing;

F. Direct the Company to mail or to cause the Class Notice to be mailed to each Class Member who can be identified through reasonable effort by first class, postage prepaid, to such Class Member's last known address no later than 60 days before the Final Fairness Hearing;

G. Direct the Company to cause the Class Notice to be published on the Settlement Website no later than 60 days before the Fairness Hearing;

H. Find that the notice to be provided to Class Members in this case, including both the Class Notice and the methodology by which the Class Notice will be disseminated: (1) is the best practicable notice; (2) is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and of their right to object or to exclude themselves from the proposed Settlement; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law;

I. Authorize the Settlement Parties to: (1) establish the means necessary to administer the Proposed Settlement and Benefits Forms in accordance with this Settlement Agreement; and (2) retain or specially employ one or more Administrators to help administer the proposed Settlement, including the Notice provisions, in accordance with this Settlement Agreement;

J. Provide that: (1) Class Members who wish to participate in the Settlement shall complete and submit a Benefits Form postmarked by the date specified in the Class Notice, which will be no later than 30 days before the Final Fairness Hearing; (2) Class Members who do not elect a benefit to which they are entitled by submitting a Benefits Form postmarked by the date specified in the Class Notice or who do not properly elect a benefit to which they are entitled, and who maintain Policies with the Company, shall be limited to the Settlement Benefit described in Section IV(A)(1), supra; and (3) Class Members Who Lapsed Due To Premium Increase who do not properly submit the Benefits Form requesting the Paid Up Benefit and certifying that they lapsed their Policies due to a premium rate increase postmarked by the date specified on the Class Notice will not receive any benefits under this Agreement.

K. Require each Class Member who wishes to exclude himself or herself from the Class to submit a valid and timely written request for exclusion, postmarked by the date specified on the Class Notice, which will be no later than 30 days before the Fairness Hearing, to the address provided in the Class Notice;

L. Rule that any Class Member who does not submit a valid and timely written request for exclusion from the Class will be bound by all proceedings, orders, and judgments in this Action relating to this Settlement Agreement, even if such Class Member has previously initiated or subsequently initiates individual litigation against any Defendant or Releasees or other proceedings involving the Released Claims;

M. Require each Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement, to any terms of the proposed Settlement, or to the proposed Attorneys' Fees and Expense, to deliver to Lead Counsel and Defendants' Counsel and to file with the Court by the date specified on the Class Notice, which will be no later than 30

days before the Final Fairness Hearing, or at such other time as the Court may direct, a statement of each such objection, as well as the specific reasons, if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of each such objection, or be forever barred from objecting;

N. Require any attorney hired by a Class Member at that Class Member's expense for the purpose of objecting to the fairness, reasonableness or adequacy of this Settlement Agreement, to any terms of the proposed Settlement, or to the proposed Attorneys' Fees and Expenses to file with the Court and deliver to Lead Counsel and Defendants' Counsel a notice of appearance by the date specified on the Class Notice, which will be no later than 30 days before the Final Fairness Hearing, or as the Court otherwise may direct;

O. Require any Class Member who files and serves a written objection and who intends to make an appearance at the Final Fairness Hearing, either in person or through counsel hired at that Class Member's expense, to deliver to Lead Counsel and Defendants' Counsel and file with the Court by the date specified in the Class Notice, which will be no later than 30 before the Final Fairness Hearing, or as the Court otherwise may direct, a notice of intention to appear and a statement identifying any documents the Class Member will seek to introduce or witnesses the Class Member will seek to call at the Final Fairness Hearing;

P. Directing the Company or their Administrator(s) to rent one or more post-office boxes or to otherwise make arrangements to receive requests for exclusion and any other communications;

Q. Directing Defendants' Counsel and Lead Counsel, and any other counsel for Plaintiffs or the Class, promptly to furnish each other with copies of any and all objections or written requests for exclusion that might come into their possession;

R. Provide a means for those filing objections to obtain access, at their own expense, at Lead Counsel's office, to the discovery materials in this Action, provided that such individuals shall not be given access to these materials unless and until they enter into the Stipulation and Order of Confidentiality agreed upon by Class Counsel and Defendants;

S. Authorize the Company, including its agents or other representatives and any other retained personnel, to communicate with Class Members and other present or former policyholders about the terms of the proposed Settlement, and to engage in any other communications within the normal course of the Company's business;

T. Preliminarily enjoin (i) all Class Members who have not timely excluded themselves from the Class from filing, commencing, prosecuting, intervening in, or participating (as Class Members or otherwise) in any lawsuit in any jurisdiction based on or relating to the claims and causes of actions, or the facts and circumstances relating to such claims and causes of actions, in the Actions or to the Released Claims; and (ii) all persons from filing, commencing or prosecuting a lawsuit as a class action on behalf of class members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on or relating to the claims and causes of action, or the facts and circumstances relating to such claims and causes of action, in the Actions or to the Released Claims; and,

U. Contain any additional provisions that might be necessary to implement and administer the terms of this Settlement Agreement and the proposed Settlement.

XI. ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARDS

A. After extensive negotiation, which did not commence until the Settling Parties had reached agreement on the substantive terms of the Settlement, the Parties agreed to an award of all Attorneys' Fees and Costs as follows: Lead Counsel will apply for attorneys' fees and costs together totaling no more than \$5 million, with \$4.5 million to be paid by the Defendants within 21 days after the Effective Date and \$500,000 a year after that initial payment. Defendants agree not to oppose such application for fees and costs. Defendants acknowledge that their agreement not to oppose such application was made after the negotiation for the Settlement terms on behalf of the Class. The parties include this provision in part to avoid the costs and risks of litigation of this issue in a separate proceeding before the Court. Lead Counsel's application to the Court for an award of attorneys' fees and costs shall be made on or before the date of the Final Fairness Hearing and considered at that time. Defendants shall not be required to compensate Lead Counsel or Class Representatives for any legal or administrative services or as reimbursement for any costs, including any costs incurred by Lead Counsel in the implementation of this Settlement, except as provided in this Section.

B. The Attorneys' Fees and Expenses awarded by the Court will be paid by check payable to Kanner & Whiteley L.L.C. ("K&W"). K&W shall bear sole responsibility for allocating and distributing the award of Attorneys' Fees and Expenses among other Class Counsel.

C. Neither Defendants nor the Releasees shall be liable for or obligated to pay any fees, expenses, costs or disbursements to, or incur any expense on behalf of, any person, either directly or indirectly, in connection with this Action, this Settlement Agreement, or the proposed

Settlement, other than the amount or amounts expressly provided for in this Settlement Agreement.

D. The undersigned Class Counsel waive and release Defendants and the Releasees from any and all claims for attorney's fees, by lien or otherwise, for legal services rendered in connection with the Actions, including any efforts on behalf of any Class Member. The undersigned Class Counsel further certify and represent that no other person is entitled to any sum for attorneys' fees or otherwise in connection with same, and the undersigned Class Counsel agree to indemnify and to save harmless Defendants and Releasees and their officers, directors, shareholders, agents, employees, attorneys, successors, beneficiaries, parents, subsidiaries, representatives, divisions, affiliates, assigns, co-insurers, and re-insurers, if any person shall assert any claim against Defendants for attorney's fees or any other sum in connection with the foregoing matter.

E. Defendants shall not object to Class Representatives seeking an award not exceeding \$30,000 for Ralph Shaffer and an award not exceeding \$10,000 each for Samuel Loeb and Susan Souveroff for their respective efforts on behalf of the Class. If authorized by the Court, payment of such awards will be made out of the Attorneys' Fees and Expenses Award, as set forth in Section XI(A).

XII. FINAL ORDER AND JUDGMENT APPROVING SETTLEMENT

After the Final Fairness Hearing, and upon the Court's approval of this Settlement Agreement, the Parties shall seek and obtain from the Court a Final Order and Order Approving Settlement which shall, among other things:

A. Find that the Settlement Parties have submitted to the jurisdiction of the Court for purposes of the Proposed Settlement, that the Court has personal jurisdiction over the Settlement

Parties, and the Court has subject matter jurisdiction to approve the Settlement Agreement, including all Exhibits to the Settlement Agreement;

B. Approve this Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate, consistent and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law, and in the best interests of each of the Parties and the Class Members; direct the Parties and their counsel to implement and consummate this Settlement Agreement according to its terms and provisions; declare this Settlement Agreement to be binding on all Class Members and preclusive in all pending and future lawsuits or other proceedings; declare this Settlement Agreement to be binding as to all the Released Claims and claims and issues that have or could have been raised in this Action on behalf of Plaintiff and all other Class Members, as well as their heirs, executors, administrators, successors, and assigns; declare that the Company may file the Settlement Agreement to support any defense or claim that it is binding on and has res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs or any other Class Members, as well as their heirs, executors, administrators, successors, and assigns;

C. Finally certify the Class for settlement purposes only;

D. Find that the Class Notice and the notice methodology implemented pursuant to this Settlement Agreement: (1) constituted the best practicable notice; (2) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the terms of the Proposed Settlement, their right to object to or exclude themselves from the proposed Settlement, and their right to appear at the Fairness Hearing; (3) were

reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law;

E. Find that Lead Counsel and the Class Representatives adequately represented the Class for purposes of entering into and implementing the Settlement;

F. Dismiss the Actions (including all individual and Class Member claims presented thereby) on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

G. Incorporate the Release set forth above in Section III(B), make the Release effective as of the Effective Date, forever discharge Defendants and the Releasees from any claims or liabilities arising from or related to the Released Claims, and permanently bar and enjoin all Class Members who have not been timely excluded from (1) filing, commencing, prosecuting, intervening in, participating in (as Class Members or otherwise), or receiving any benefits or other relief from, any other lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on or relating to the Released Claims or the facts and circumstances relating to the Released Claims; and from (2) organizing such non-excluded Class Members into a separate class for purposes of pursuing a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims or the facts and circumstances relating to the Released Claims;

H. Without affecting the finality of the Final Judgment and Order Approving Settlement for purposes of appeal, retain jurisdiction as to all matters relating to the

administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Order and Judgment Approving Settlement, and for any other necessary purpose; and,

- I. Incorporate any other provisions that the Court deems necessary and just.

XIII. MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. The terms and provisions of this Settlement Agreement may be amended, modified or expanded by agreement of the Parties and approval of the Court; *provided however*, that after entry of the Final Order and Judgment Approving Settlement, the Settling Parties may by agreement put into effect such amendments, modifications or expansions of this Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) without notice to or approval by the Court if such changes are not materially inconsistent with the Court's Final Order and Judgment Approving Settlement and do not limit the rights of Class Members under the Settlement Agreement.

B. This Settlement Agreement will terminate at the sole option and discretion of Defendants or Plaintiffs if: (1) the Court, or any appellate court(s), rejects, modifies or denies approval of any portion of this Settlement Agreement or the proposed Settlement, including without limitation the terms of relief, the findings of the Court, the provisions relating to notice, the definition of the Class or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the Final Order or Judgment Approving Settlement, or the findings of fact or conclusions of law as proposed by Defendants' Counsel and Lead Counsel. The terminating Party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section, no later than 30 days after receiving notice of the event prompting the termination.

C. Notwithstanding the preceding Section, Plaintiffs may not terminate this Settlement Agreement solely because of the amount of Attorneys' Fees and Expenses awarded by the Court or any appellate court(s). Defendants, however, may elect to terminate this Settlement Agreement if the amount of Attorneys' Fees and Expenses awarded exceeds the maximum amount which they have agreed in this Settlement Agreement not to oppose, as set forth in supra Section XI(A).

D. No later than 30 days after receiving notice of the event prompting the termination, Defendants also may unilaterally withdraw from and terminate this Settlement Agreement (1) if the number of persons who elect to exclude themselves from the Class is equal to or larger than the Maximum Opt-Out Percentage; or (2) if, before the Effective Date, any Class member files a motion for certification of a class in any state or federal court or other tribunal asserting claims that are identical or substantially similar to the claims asserted in the Action or that are to be released by the Settlement; or (3) if, before the Effective Date, any Class Member obtains certification in any state or federal court or other tribunal asserting claims that are identical or substantially similar to the claims asserted in the Action or that are to be released by the Settlement.

E. Defendants also may unilaterally withdraw from and terminate the Settlement Agreement if any federal or state regulator, attorney general, or other official (1) submits a formal objection in the Action with respect to any aspect or term of the Settlement Agreement, or (2) threatens to institute or institutes any proceeding against the Company arising out of or related to this matter or the subjects at issue in this matter before entry by the Court of the Final Order and Judgment, or (3) requires any modification to the Settlement Agreement, including without limitation any modification of the contemplated relief.

F. If an option to withdraw from and terminate this Settlement Agreement arises under this Section, neither Defendants nor Plaintiffs will be required for any reason or under any circumstance to exercise that option.

G. If this Settlement Agreement is terminated pursuant to this Section, then:

(1) This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except the terms of Sections III(A), XIII(G), and XIV(A), (D), (E) (first sentence), & (S), and the terms of the confidentiality agreements provided by Class Members and their counsel who wish to review discovery materials.

(2) This Settlement Agreement, all of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Defendants, Plaintiffs or any other Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement;

(3) Defendants and their current and former attorneys expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including (without limitation) the argument that Plaintiffs' claims lack legal and factual merit and that the Action may not be litigated as a class action;

(4) Plaintiffs and their heirs, agents, attorneys, representatives or assigns expressly and affirmatively reserve all motions as to, and arguments in support of, all claims that have been or might later be asserted in the Action, including (without limitation) any argument concerning class certification;

(5) Neither this Settlement Agreement, nor the fact of its having been made, shall be admissible or entered into evidence in this Action or in any other case for any purpose whatsoever, except to show the reasonableness of settlement benefits;

(6) Neither this Settlement Agreement, nor the fact of its having been made, shall be construed or deemed to be evidence or an admission or concession by Defendants of any fault or liability for damages whatsoever or that any class certification is appropriate, and Plaintiffs and Plaintiffs' Counsel acknowledge it would be a material breach of this Agreement if they seek to use this Settlement Agreement for any other purpose; and

(7) Any order or judgment entered between the date of this Settlement Agreement and the time the Settlement Agreement is terminated will be deemed vacated and will be without any force or effect.

XIV. GENERAL MATTERS AND RESERVATIONS

A. This Settlement Agreement and the Settlement, whether or not consummated, and any proceedings taken under the Settlement Agreement, including settlement meetings and confirmatory discovery, are not and shall not, in any event, be construed as or deemed to be evidence of a presumption, concession or an admission by the Defendants or the Class Representatives or Plaintiffs with respect to any issue of fact or law in the Actions, the truth or falsity of any fact alleged, or the validity or lack of validity of any claim which has been, or ever could have been, or ever could be asserted in the Actions, or any liability, fault, wrongdoing, or otherwise of the Defendants, or lack thereof.

B. The obligation, although not the ability, of the Settlement Parties to conclude the proposed Settlement is and will be contingent upon each of the following:

- (1) Obtaining any necessary regulatory approvals to provide the settlement relief provided by this Settlement Agreement;
- (2) The absence of any other demands or actions that arise out of or relate to the matters described in the Release and that would materially impair the benefits to the Releasees, or any of them, otherwise provided for by the Release but that would not be terminated or otherwise resolved by this Settlement Agreement;
- (3) Entry by the Court of the Final Order and Judgment, from which order the time to appeal has expired or which has remained unmodified after any appeal(s); and
- (4) Any other conditions stated in this Settlement Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement and all related negotiations confidential until the date on which the Settlement Agreement is filed with the Court; *provided however*, that this Section shall not prevent earlier disclosure of such information to regulators, to third-parties as necessary to comply with SEC or other state or federal regulations, or to any other person (such as experts, courts or administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Settlement Agreement.

D. Plaintiffs and their counsel agree that the information made available to them through the discovery process was made available on the conditions that neither Plaintiffs nor Lead Counsel disclose it to third parties (other than experts or consultants retained by Plaintiffs in connection with this case), that it not be the subject of public comment, and that it not be used by Plaintiffs or their counsel in connection with any pending motion for class certification or in any other way in this litigation should this Action not settle, or in any other litigated proceeding;

provided however, that nothing contained in this Settlement Agreement shall prohibit Plaintiffs from seeking such information through formal discovery.

E. One month after the Effective Date of the Settlement or promptly after termination of this Settlement Agreement, whichever comes first (unless the time is extended by agreement of the Parties), Plaintiffs and their counsel will destroy and will cause their experts, consultants, and anyone else to whom Plaintiffs provided Defendants' documents and information for purposes of the Actions to destroy, using a commercially reasonable manner at Plaintiffs' sole expense, all documents and electronically stored information (and all copies of such documents and information in whatever form made or maintained) produced by Defendants during confirmatory discovery in connection with this Settlement Agreement. In addition, one month after the Effective Date of the Settlement, Plaintiffs and their counsel will destroy and will cause their experts, consultants, and anyone else to whom Plaintiffs provided Defendants' documents and information for purposes of the Actions to destroy, using a commercially reasonable manner at Plaintiffs' sole expense, all documents and electronically stored information (and all copies of such documents and information in whatever form made or maintained) produced by Defendants during discovery in connection with the Actions. In addition, Plaintiffs and their counsel, experts, consultants, and anyone else to whom Plaintiffs provided Defendants' documents and information (whether in confirmatory discovery or otherwise) will provide affidavits attesting that they have timely complied with their obligations under this paragraph.

F. By execution of this Settlement Agreement, Defendants do not intend to release any claim against any insurer for any cost or expense under this Settlement, including attorneys' fees and costs.

G. Lead Counsel represents that they are authorized to enter into this Settlement Agreement on behalf of Plaintiffs and any other attorneys who have represented or who now represent Plaintiffs in this Action with respect to the claims in this Action.

H. Plaintiffs represent and certify that (1) they have agreed to serve as representatives of the Class proposed to be certified; (2) they are willing, able and ready to perform the duties and obligations of representatives of the Class, including, but not limited to, being available for, and involved in, discovery and fact finding; (3) they have read the pleadings in this Action, including the Complaint and the proposed Amended Complaint, and have had the contents of such pleadings described to them; (4) they have been kept informed of the progress of the Action and the settlement negotiations among the Parties, and they have either read this Settlement Agreement or have received a description of it from Lead Counsel, and have agreed to the terms of the Settlement Agreement; (5) they have consulted with Lead Counsel – and other counsel of record – about the Action, this Settlement Agreement and the obligations of a representative of the Class; (6) they have authorized Lead Counsel to execute this Settlement Agreement on their behalf; and (7) they will remain and serve as representative of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiffs cannot represent the Class.

I. Class Representatives will not request exclusion from the Class, object to the proposed Settlement, or file an appeal from or otherwise seek review of any order approving the proposed Settlement.

J. Michael McCluggage represents that he is authorized to enter into this Settlement Agreement on behalf of Defendants and any attorneys who have represented or who now represent Defendants in the Action.

K. This Settlement Agreement sets forth the entire agreement among the Parties with respect to its subject matter, and it may not be altered or modified except by written instrument executed by Lead Counsel and Defendants' Counsel. The Parties expressly acknowledge that no other agreements, arrangements or understandings not expressed in this Settlement Agreement exist among or between them. All the Exhibits attached to this Settlement Agreement are hereby incorporated by reference as if fully set forth in this Agreement.

L. This Settlement Agreement and any ancillary agreements shall be governed by and interpreted according to the law of the State of Illinois, excluding its conflict of laws provisions.

M. Any action to enforce this Settlement Agreement shall be commenced and maintained only in the United States District Court for the Central District of California. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the same Court, and the Court shall retain jurisdiction for the purposes of enforcing the terms of this Settlement Agreement.

N. The waiver of one party of any breach of this Settlement Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

O. Whenever this Settlement Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided by facsimile or next-day (excluding Sunday) express delivery service as follows:

- (1) If to Defendants, then to:
Lisa S. Simmons
Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Chicago, IL 60606
Telephone: (312) 201-2000
Facsimile: (312) 201-2555

(2) If to Plaintiffs or Class Members, then to:

Conlee Whiteley
Kanner & Whiteley L.L.C.
701 Camp Street
New Orleans, LA 70130
Telephone: (504) 524-5777
Facsimile: (504) 524-5763

P. All time periods set forth in this Settlement Agreement shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of court, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, "legal holiday" includes New Year's Day, the birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President or the Congress of the United States or by the State of California.

Q. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

R. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties at arm's length, and that no parole or other evidence may be offered to explain, construe, contradict or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which the Settlement Agreement was made or executed.

S. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statement or proceedings relating to its provisions in any way be construed as, offered as, received as, used as or deemed to be evidence of any kind in this Action, any other action, or any judicial, administrative, regulatory or other proceeding, except a proceeding to enforce this Settlement Agreement. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements or court proceeding shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person, including but not limited to Defendants, or as a waiver by Defendants of any applicable defense to the merits or to any class certification in a contested proceeding, or as a waiver by Plaintiffs or the Class of any claims, causes of action or remedies.

T. Neither this Settlement Agreement nor any of the relief provided in this Settlement Agreement shall be interpreted to amend or alter the contractual terms of any Policy.

U. No opinion concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Defendants, Defendants' Counsel or Lead Counsel; nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. The Class Notice will direct potential Class Members to consult their own tax advisors regarding the tax consequences of the proposed Settlement, including any payments, contributions or credits provided under the terms and conditions of this Settlement Agreement, and any tax reporting obligations they may have with respect to such payments, contributions or credits. Each Class Member's tax obligations, and the determination of those obligations, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

V. The Settling Parties agree that any public announcement regarding the Settlement, the Settlement Agreement, or their terms will be made by a jointly agreed upon statement, and that any such statement will be truthful, accurate, non-defamatory, and consistent with the content and tone of the papers publicly filed with the Court in this action.

W. This Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original.

Agreed to this 31 day of December 2007.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

RALPH SHAFFER, individually and on behalf of all others similarly situated



SAMUEL LOEB



SUSAN SOUVEROFF

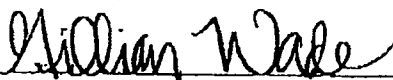
KANNER & WHITELEY L.L.C.:

By: _____

One of Its Attorneys
Allan Kanner
Conlee S. Whiteley
Aylin R. Acikalin Maklansky
Kanner & Whiteley L.L.C.
701 Camp Street
New Orleans, LA 70130

MILSTEIN, ADELMAN & KREGER LLP

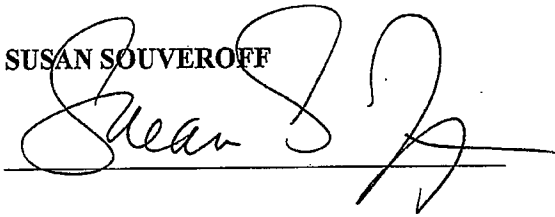
By: _____


One of Its Attorneys
Wayne S. Kreger
Gillian L. Wade
Milstein, Adelman & Kreger LLP
2800 Donald Douglas Loop North
Santa Monica, CA 90405

RALPH SHAFFER, individually and on behalf of all others similarly situated

SAMUEL LOEB

SUSAN SOUVEROFF



KANNER & WHITELEY L.L.C.:

By: _____
One of Its Attorneys
Allan Kanner
Conlee S. Whiteley
Aylin R. Acikalin Maklansky
Kanner & Whiteley L.L.C.
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One of Its Attorneys
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Gillian L. Wade
Milstein, Adelman & Kreger LLP
2800 Donald Douglas Loop North
Santa Monica, CA 90405

NEBLETT, HEARD AND ARSNAULT

By _____

[Handwritten Signature]
One of Its Attorneys
Richard J. Arsnauld
J.R. Whaley
Neblett, Heard and Arsnauld
P.O. Box 1190
Alexandria, LA 71309-1190

PERRY PEARCE BENTON P.C.

By _____

[Handwritten Signature]
One of Its Attorneys
Perry Pearce Benton
Perry Pearce Benton P.C.
12130 Sandpiper Drive
Orange Beach, AL 36561

CONTINENTAL CASUALTY COMPANY

By _____

VALLEY FORGE LIFE INSURANCE COMPANY

By _____

CNA FINANCIAL CORPORATION

By _____

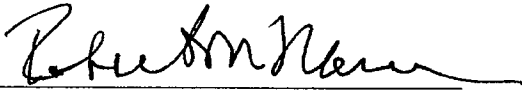
NEBLETT, BEARD AND ARSENAULT

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Orange Beach, AL 36561

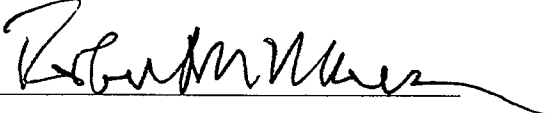
CONTINENTAL CASUALTY COMPANY

By: 

VALLEY FORGE LIFE INSURANCE COMPANY

By: _____

CNA FINANCIAL CORPORATION

By: 

NEBLETT, BEARD AND ARSENAULT

By: _____

One of Its Attorneys
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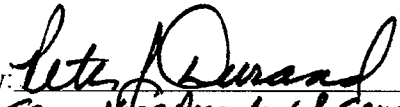
By: _____

One of Its Attorneys
Perry Pearce Benton
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Orange Beach, AL 36561

CONTINENTAL CASUALTY COMPANY

By: _____

VALLEY FORGE LIFE INSURANCE COMPANY

By:  _____
Senior Vice President & Senior Counsel

CNA FINANCIAL CORPORATION

By: _____

QUINN EMANUAL URQUHART OLIVER & HEDGES, LLP

By: 

One of Its Attorneys
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Shon Morgan
Megan O'Neill
Stan Karas
Quinn Emanuel Urquhart Oliver & Hedges, LLP
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Los Angeles, CA 90017

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By: _____

One of Its Attorneys
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Lisa S. Simmons
Wildman, Harrold, Allen & Dixon LLP
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EXHIBIT C

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14 Telephone (310) 396-9600
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14 Richard J. Arsenault, Esq. (LA Bar No. 02563)
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19 Alexandria, LA 71309-1190
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20 Perry Pearce Benton, Esq. (AL Bar No ASB-2159-N66P)
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24 Orange Beach, AL 36561
25 Telephone (251) 980-2630
26 Facsimile (251) 980-2640

26 Attorneys for Plaintiffs and the Class
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Milstein, Adelman & Kreger, LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

**IN THE UNITED STATES DISTRICT COURT FOR
THE CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES**

RALPH SHAFFER, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

CONTINENTAL CASUALTY COMPANY, CNA FINANCIAL CORPORATION dba CNA LTC., AND VALLEY FORGE LIFE INSURANCE COMPANY

Defendants.

CASE NO. CV06-2235-PSG (PJWx)

CLASS ACTION

STIPULATION REGARDING AMENDED STIPULATION OF SETTLEMENT

[[PROPOSED] ORDER LODGED CONCURRENTLY HEREWITH]

Judge: Hon. Philip S. Gutierrez
Crtrm: 790

Milstein, Adelman & Kreger LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

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TO THE COURT AND COUNSEL FOR ALL PARTIES,

WHEREAS, the parties entered into a Stipulation of Settlement dated December 31, 2007 in connection with the proposed class action settlement of the above-captioned matter;

WHEREAS, this Court held the Final Fairness Hearing ("Hearing") in connection with the proposed class action settlement on May 5, 2008;

WHEREAS, on May 7, 2008, this Court entered an Order directing the parties to submit a new Proposed Order Granting Final Approval of the Class Action Settlement that addresses the Court's discussion with the parties at the Hearing regarding the Release language, within 10 days from the date of entry of the Court's Order;

WHEREAS, the parties have agreed to the terms of an Amended Stipulation dated May 19, 2008, a true and correct copy of which is attached as Exhibit 1;

WHEREAS, the Amended Stipulation clarifies aspects of the Release;

WHEREAS, the Amended Stipulation also clarifies other aspects of the Stipulation that were implicitly expressed in the Stipulation of Settlement dated December 31, 2007 to conform the Settlement Agreement to the parties' intent;

IT IS HEREBY STIPULATED AND AGREED:

1. The Stipulation of Settlement dated December 31, 2008 is hereby amended as set forth in the Amended Stipulation of Settlement dated May 19, 2008, appended at Exhibit 1.

DATED: May 19, 2008

KANNER AND WHITELEY, LLC

By Conlee S. Whiteley
Conlee S. Whiteley
Attorney for plaintiff Ralph Shaffer and the Class

DATED: May 19, 2008

WILDMAN, HARROLD, ALLEN & DIXON
LLP

By *Lisa S. Simmons* / JSH
Lisa Simmons
Attorneys for defendants CONTINENTAL
CASUALTY COMPANY, and CNA
FINANCIAL CORPORATION

Milstein, Adelman & Kreger LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

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EXHIBIT 1

AMENDED STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by, between, and among Ralph Shaffer ("Shaffer"), Samuel Loeb ("Loeb"), and Susan Souveroff ("Souveroff"), and Continental Casualty Company, Valley Forge Life Insurance Company (now known as Reassure America Life Insurance Company), and CNA Financial Corp. (collectively, "Defendants" or "the Company"), through their counsel, that the Stipulation of Settlement dated December 31, 2007 is hereby amended as set forth below. Except as indicated below, all other provisions of the Stipulation of Settlement dated December 31, 2007 remain the same.

1. Section II(B) is amended to read: "Agreement" or "Settlement Agreement" or "Settlement" means the Stipulation of Settlement dated December 31, 2007 and the Exhibits to the Stipulation of Settlement dated December 31, 2007, as amended by this Amended Stipulation of Settlement, all of which are incorporated by reference.

2. Section II(D) is amended to read: "Class Members," "Class" or "Settlement Class" means all persons have or had in-force as of the Settlement Date an individual Premier, Classic, Preferred Advantage, Preferred Advantage TQ or Classic TQ Long-Term Care Policy numbered P1-18215, P1-18876, P0-18876, P1-21295, P1-21300, P1-21305, P0-21295, P0-21300, P0-21305, P1-N0022, P1-N0023, P1-N0026, P1-N0027, P1-N0030, P1-N0031, P1-N0034, P1-N0035, P1-N0066, P1-N0070, P0-N0022, P0-N0023, P0-N0026, P0-N0027, P0-N0030, or P0-N0034 purchased from Continental Casualty Company or Valley Forge Life Insurance Company. Notwithstanding the foregoing, the terms "Class Members," "Class," or "Settlement Class" do not include any of the following: (1) persons whose policies lapsed before receiving notice of a premium rate increase or more than 120 days after receiving notice of a premium rate increase; (2) persons who received claim payments under their policies before the Effective Date of the Settlement; (3) persons who, as of the Effective Date of the Settlement, had lapsed their Policies within 120 days following a rate increase of less than 50% where the total increase, when combined with all past increases (if any), was less than the contingent nonforfeiture ("CNF") threshold percentage specified by the NAIC Model Regulation for that person's issue age, as set forth in the chart incorporated as part of Exhibit B; (4) persons who owned Policy forms numbered P0-N0023, P0-N0027, P1-N0023, P1-N0027, P1-N0031, and P1-N0035 but lapsed or cancelled their Policies before the Effective Date of the Settlement; and (5) persons who are deceased as of the Effective Date of the Settlement.

3. Section II(HH) is amended to read: "Release" means the release and waiver as set forth in Section III of this Amended Stipulation of Settlement.

4. Paragraph II(II) is amended to read: "Released Claims" means any and all claims, actions, suits, obligations, demands, promises, liabilities, costs, expenses, and attorneys'

fees (whether class, mass, collective, joint, or individual in nature), whether based on any federal or state law or a right of action, whether filed or threatened to be filed in state or federal court or in any other venue of any type, in law or in equity or otherwise, which the Plaintiffs and the Class Members or any of them ever had, now have, or can have, or shall or may hereafter have against Defendants or Releasees:

(1) relating to or arising out of any acts, failures to act, omissions, oral or written representations, facts, events, transactions, or occurrences set forth or alleged in the Actions or in any way related directly or indirectly to the subject matter of the Actions;

(2) relating to any premium rate increase;

(3) relating to marketing, pricing and actuarial assumptions for pricing, actuarial analysis of Policy experience, solicitation, application, underwriting, acceptance, sale, purchase, renewal, operation, retention, improper payment of premium, administration, replacement or suitability of any Policy issued by any of the Defendants, including but not limited to claims for negligence, breach of contract, fraud, non-disclosure, deceptive trade practices, abuse of the elderly, violation of any federal or state regulatory scheme or any other claim, except for claims for denial of benefits under the terms of a Policy;

(4) relating to acts, omissions, facts, matters, transactions, occurrences, or oral or written statements or representations made or allegedly made in connection with or directly or indirectly relating to the Settlement Agreement or the settlement of the Actions, except nothing in this Release shall preclude any action to enforce the terms of the Settlement; or

(5) for attorneys' fees, costs, or disbursements incurred by Counsel for Plaintiffs or by Plaintiffs or the Class Members, or any of them, in connection with or related in any manner to the Actions, the settlement of the Actions, or the administration of such settlement, except to the extent otherwise specified in this Settlement Agreement.

5. Section II(MM) is amended to read: "Settlement Agreement" or "Proposed Settlement" refers to the Stipulation of Settlement dated December 31, 2007 and all Exhibits to the Stipulation of Settlement dated December 31, 2007, as amended by this Amended Stipulation of Settlement, all of which are incorporated by reference.

6. Section II(NN) is amended to read: "Settlement Date" means February 1, 2008.

7. Section III is amended to read:

III. RELEASE PROVISIONS

A. On or around January 8, 2008, or on such later date as the parties may agree or as the Court may direct, Class Representatives will submit to the Court a motion for leave to amend the Shaffer Complaint to allege claims consistent with the Class definition set forth in Section II(D), supra, and substantially in the form of the Consolidated Amended Complaint attached as Exhibit A. Defendants agree not to object to this motion for settlement purposes only. Should

this Settlement not receive Final Approval, the Class Representatives agree to withdraw the Consolidated Amended Complaint and it shall be null and void and of no effect.

B. Upon the Court's entry of a Final Order and Judgment approving the Proposed Settlement, and by operation of such judgment entered by the Court, the Class Representatives and the Settlement Class, for themselves and for all of their respective heirs, executors, and administrators, and for their respective representatives, predecessors, successors and assigns, shall release and forever discharge Defendants and each of their respective past, present, and future parents (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors, assigns, and shareholders, and all of their respective past, present, and future officers, directors, employees, general agents, agents, producers, brokers, solicitors, representatives, attorneys, accountants, heirs, administrators, executors, insurers, co-insurers and re-insurers, and assigns of any of the foregoing, including any persons or entities acting on their behalf or at the direction of any of them (collectively, "Releasees") from any and all claims, actions, suits, obligations, demands, promises, liabilities, costs, expenses, and attorneys' fees (whether class, mass, collective, joint, or individual in nature), whether based on any federal or state law or a right of action, whether filed or threatened to be filed in state or federal court or in any other venue of any type, in law or in equity or otherwise, which the Plaintiffs and the Class Members or any of them ever had, now have, or can have, or shall or may hereafter have against Defendants or Releasees:

(1) relating to or arising out of any acts, failures to act, omissions, oral or written representations, facts, events, transactions, or occurrences set forth or alleged in the Actions or in any way related directly or indirectly to the subject matter of the Actions;

(2) relating to any premium rate increase;

(3) relating to marketing, pricing and actuarial assumptions for pricing, actuarial analysis of Policy experience, solicitation, application, underwriting, acceptance, sale, purchase, renewal, operation, retention, improper payment of premium, administration, replacement or suitability of any Policy issued by any of the Defendants, including but not limited to claims for negligence, breach of contract, fraud, non-disclosure, deceptive trade practices, abuse of the elderly, violation of any federal or state regulatory scheme or any other claim, except for claims for denial of benefits under the terms of a Policy;

(4) relating to acts, omissions, facts, matters, transactions, occurrences, or oral or written statements or representations made or allegedly made in connection with or directly or indirectly relating to the Settlement Agreement or the settlement of the Actions, except nothing in this Release shall preclude any action to enforce the terms of the Settlement; or

(5) for attorneys' fees, costs, or disbursements incurred by Counsel for Plaintiffs or by Plaintiffs or the Class Members, or any of them, in connection with or related in any manner to the Actions; the settlement of the Actions, or the administration of such settlement, except to the extent otherwise specified in this Settlement Agreement.

Plaintiffs and the Class Members expressly understand that Section 1542 of the California Civil Code provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Plaintiffs and the Class Members hereby agree (i) that the provisions of Section 1542 are hereby knowingly and voluntarily waived and relinquished, and (ii) that the provisions of all similar federal or state laws, right, rules, or legal principles of any other jurisdiction, to the extent that they are found to be applicable, are also hereby knowingly and voluntarily waived and relinquished.

In connection with this release, Plaintiffs and the Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to the matters released. Nevertheless, it is the intention of Plaintiffs and the Class Members in executing this Release to fully, finally, and forever settle and release all such matters, and all claims relating to such matters, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action).

8. Section IX(A) is amended so that the Settlement Class is defined the same as the Settlement Class set forth in paragraph 2 above.

Agreed to this 19th day of May, 2008.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

RALPH SHAFFER, individually and on behalf of all others similarly situated

Ralph Shaffer
by, Conlee Whiteley, attorney
SAMUEL LOEB

Samuel Loeb
by, Conlee Whiteley, attorney
SUSAN SOUVEROFF

Susan Souveroff
by, Conlee Whiteley, attorney
KANNER & WHITELEY L.L.C.:

By: Conlee Whiteley
One of Its Attorneys
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By: [Signature]
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Perry Pearce Benton
Perry Pearce Benton P.C.
32330 Sandpiper Drive
Orange Beach, AL 36561

CONTINENTAL CASUALTY COMPANY

By: Continental Casualty Company,
by Lisa Simmons, Attorney

VALLEY FORGE LIFE INSURANCE COMPANY

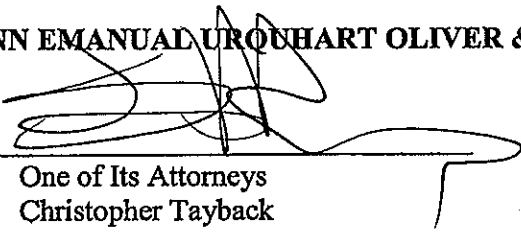
By: Valley Forge Life Insurance Company,
by Lisa Simmons, Attorney

CNA FINANCIAL CORPORATION

By: CNA Financial Corporation,
by Lisa Simmons, Attorney

QUINN EMANUAL URQUHART OLIVER & HEDGES, LLP

By: _____


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WILDMAN, HARROLD, ALLEN & DIXON LLP

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One of Its Attorneys
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EXHIBIT D

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E-FILED 06-11-08
JS-6

**IN THE UNITED STATES DISTRICT COURT FOR
THE CENTRAL DISTRICT OF CALIFORNIA**

RALPH SHAFFER, individually and
on behalf of all others similarly
situated,

Plaintiff,

vs.

CONTINENTAL CASUALTY
COMPANY, VALLEY FORGE
LIFE INSURANCE CO. and CNA
FINANCIAL CORPORATION dba
CNA LTC.,

Defendants.

CASE NO. CV 06-2235-PSG (PJWx)

**AMENDED [~~PROPOSED~~] FINAL
ORDER AND ORDER APPROVING
SETTLEMENT**

Date: May 5, 2008
Time: 1:30 PM
Crtrm: 790

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Attorneys for Plaintiffs and the Class

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[PROPOSED] ORDER

The Court has received the Stipulation of Settlement dated December 31, 2007, as amended by the Amended Stipulation of Settlement dated May 19, 2008 (collectively, “Agreement” or “Settlement Agreement”), entered into by and between (1) Plaintiffs Ralph Shaffer, Samuel Loeb, and Susan Souveroff (“Plaintiffs” or “Class Representatives”), on behalf of themselves, and on behalf of the Class hereinafter defined; and (2) Defendants Continental Casualty Company, Valley Forge Life Insurance Company, and CNA Financial Corporation (“Defendants” or “the Company”).

The Court, having held a fairness hearing on May 5, 2008 and hearing oral argument, and having reviewed: (1) the Settlement Agreement and the Exhibits to the Settlement Agreement, (2) Plaintiffs’ Motion for Final Approval of Class Action Settlement and supporting declarations; (3) Plaintiffs’ Memorandum of Points and Authorities In Support of Value of Settlement and the accompanying Declaration of John Wilkin; (4) Defendants’ Memorandum of Points and Authorities in support of the Class Action Settlement and supporting declarations; (5) Plaintiffs’ Motion for an Award of Reasonable Costs and Attorneys Fees; (6) Plaintiffs’ Motion for Award of Class Representative Incentive Payments; (7) Phyllis Landau’s Motion to Intervene and Objection to the Proposed Settlement; and (8) all other objections to the Settlement, properly and timely submitted to the Court, and good cause appearing,

IT IS HEREBY ORDERED as follows:

1. The Court, for purposes of this order (the “Order”), adopts all defined terms as set forth in the Settlement Agreement;
2. The Settlement Parties have submitted to the jurisdiction of the Court

1 for purposes of the Proposed Settlement, the Court has personal jurisdiction over
2 the Settlement Parties, and the Court has subject matter jurisdiction to approve the
3 Settlement Agreement, including all Exhibits to the Settlement Agreement.

4 3. The Court approves the Settlement Agreement and Proposed
5 Settlement, as fair, reasonable, and adequate, and consistent and in compliance
6 with all applicable requirements of the Federal Rules of Civil Procedure, the Class
7 Action Fairness Act, the United States Constitution (including the Due Process
8 Clause), the Rules of the Court, and any other applicable law, and in the best
9 interests of each of the Parties and the Class Members;

10 4. Under the Settlement Agreement, the parties have agreed to the
11 following definition for "Released Claims": "Released Claims" means any and all
12 claims, actions, suits, obligations, demands, promises, liabilities, costs, expenses,
13 and attorneys' fees (whether class, mass, collective, joint, or individual in nature),
14 whether based on any federal or state law or a right of action, whether filed or
15 threatened to be filed in state or federal court or in any other venue of any type, in
16 law or in equity or otherwise, which the Plaintiffs and the Class Members or any of
17 them ever had, now have, or can have, or shall or may hereafter have against
18 Defendants or Releasees:

19 (a) relating to or arising out of any acts, failures to act, omissions,
20 oral or written representations, facts, events, transactions, or
21 occurrences set forth or alleged in the Actions or in any way
22 related directly or indirectly to the subject matter of the
23 Actions;

24 (b) relating to any premium rate increase;

25 (c) relating to marketing, pricing and actuarial assumptions for
26 pricing, actuarial analysis of Policy experience, solicitation,
27 application, underwriting, acceptance, sale, purchase, renewal,
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1 operation, retention, improper payment of premium,
2 administration, replacement or suitability of any Policy issued
3 by any of the Defendants, including but not limited to claims
4 for negligence, breach of contract, fraud, non-disclosure,
5 deceptive trade practices, abuse of the elderly, violation of any
6 federal or state regulatory scheme or any other claim, except for
7 claims for denial of benefits under the terms of a Policy;

8 (d) relating to acts, omissions, facts, matters, transactions,
9 occurrences, or oral or written statements or representations
10 made or allegedly made in connection with or directly or
11 indirectly relating to the Settlement Agreement or the
12 settlement of the Actions, except nothing in this Release shall
13 preclude any action to enforce the terms of the Settlement; or
14

15 (e) for attorneys' fees, costs, or disbursements incurred by Counsel
16 for Plaintiffs or by Plaintiffs or the Class Members, or any of
17 them, in connection with or related in any manner to the
18 Actions, the settlement of the Actions, or the administration of
19 such settlement, except to the extent otherwise specified in this
20 Settlement Agreement.

21 5. The Parties and their Counsel are directed to implement and
22 consummate the Settlement Agreement according to its terms;

23 6. The Settlement Agreement is binding on all Settlement Class
24 Members and preclusive in all pending and future lawsuits or other proceedings;

25 7. The Settlement Agreement is binding as to all of the Released Claims,
26 and claims and issues that have or could have been raised in this Action on behalf
27 of Plaintiff and all other Settlement Class Members, as well as their heirs,
28

1 executors, administrators, successors, and assigns;

2 8. The Company may file the Settlement Agreement to support any
3 defense or claim that it is binding on and has *res judicata* and preclusive effect in
4 all pending and future lawsuits or other proceedings maintained by or on behalf of
5 Plaintiffs or any other Settlement Class Members, as well as their heirs, executors,
6 administrators, successors, and assigns;

7 9. The Class is finally certified for purposes of this Settlement only, and
8 the Court has reviewed and hereby affirms its January 14, 2008 preliminary
9 certification of the national settlement class, defined by the Settlement Agreement
10 and amended by stipulation of the parties on February 6, 2008 and as further
11 clarified by the Amended Stipulation of Settlement dated May 19, 2008, as: all
12 individuals nationwide who have or had in-force as of February 1, 2008 an
13 individual Premier, Classic, Preferred Advantage, Preferred Advantage TQ or
14 Classic TQ Long-Term Care Policy numbered P1-18215, P1-18876, P0-18876, P1-
15 21295, P1-21300, P1-21305, P0-21295, P0-21300, P0-21305, P1-N0022, P1-
16 N0023, P1-N0026, P1-N0027, P1-N0030, P1-N0031, P1-N0034, P1-N0035, P1-
17 N0066, P1-N0070, P0-N0022, P0-N0023, P0-N0026, P0-N0027, P0-N0030, or P0-
18 N0034 purchased from Continental Casualty Company or Valley Forge Life
19 Insurance Company. Notwithstanding the foregoing, the terms "Class Members,"
20 "Class," and "Settlement Class" do not include any of the following: (1) persons
21 whose policies lapsed before receiving notice of a premium rate increase or more
22 than 120 days after receiving notice of a premium rate increase; (2) persons who
23 received claim payments under their policies before the Effective Date of the
24 Settlement; (3) persons who, as of the Effective Date of the Settlement, had lapsed
25 their Policies within 120 days following a rate increase of less than 50% where the
26 total increase, when combined with all past increases (if any), was less than the
27 contingent nonforfeiture ("CNF") threshold percentage specified by the NAIC
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1 Model Regulation for that person's issue age, in the chart incorporated as part of
2 Exhibit B of the Stipulation of Settlement; (4) persons who owned Policies
3 numbered P0-N0023, P0-N0027, P1-N0023, P1-N0027, P1-N0031, and P1-N0035
4 but lapsed or cancelled their Policies before the Effective Date of the Settlement;
5 and (5) persons who were deceased as of the Effective Date of the Settlement.

6 10. The Class Notice and the notice methodology implemented pursuant
7 to the Settlement Agreement, as described in part in the Declarations of Richard
8 Simmons and Shannon Wheatman:

- 9 (a) Constituted the best practicable notice;
- 10 (b) Constituted notice that was reasonably calculated, under the
11 circumstances, to apprise Class Members of the pendency of
12 the Action, the terms of the Proposed Settlement, their right to
13 object or exclude themselves from the Proposed Settlement, and
14 their right to appear at the Fairness Hearing;
- 15 (c) Was reasonable and constitutes due, adequate, and sufficient
16 notice to all persons entitled to received notice; and
- 17 (d) Met all applicable requirements of the Federal Rules of Civil
18 Procedure, the Class Action Fairness Act, the United States
19 Constitution (including the Due Process Clauses), the Rules of
20 the Court, and any other applicable law;

21 11. Class Counsel and the Class Representatives adequately represented
22 the Class for purposes of entering into and implementing the Settlement;

23 12. The Actions (including all individual and Settlement Class Member
24 claims presented thereby) are hereby dismissed, on the merits and with prejudice,
25 without fees or costs to any party excepts as provided in the Settlement Agreement
26 and approved by the Court's Orders (a) granting Plaintiffs' Motion for Award of
27 Reasonable Costs and Attorneys Fees and (b) granting Plaintiffs' Motion for
28

1 Award of Representative Incentive Payments;

2 13. The Court hereby incorporates the Release and makes the Release
3 effective as of the Effective Date of the Settlement, and forever discharges
4 Defendants and the Releasees from any claims or liabilities arising from or related
5 to the Released Claims, and permanently bars and enjoins all Settlement Class
6 Members who have not been timely excluded from (a) filing, commencing,
7 prosecuting, intervening in, participating in (as Class Members or otherwise), or
8 receiving any benefits or other relief from, any other lawsuit, arbitration, or
9 administrative, regulatory or other proceeding or order in any jurisdiction based on
10 or relating to the Released Claims or the facts and circumstances relating to the
11 Released Claims; and from (b) organizing such non-excluded Settlement Class
12 Members into a separate class for purposes of pursuing a purported class action
13 (including by seeking to amend a pending complaint to include class allegations, or
14 by seeking class certification in a pending action) any lawsuit based on or relating
15 to the Released Claims or the facts and circumstances relating to the Released
16 Claims;

17 14. The Opt-Out Claimants are identified for the Court in a document to
18 be provided by Analytics, Inc. and to be maintained by this Court under seal.

19 15. Without affecting the finality of the Final Judgment and Order
20 Approving Settlement for purposes of appeal, the Court retains jurisdiction as to all
21 matters relating to the administration, consummation, enforcement, and
22 interpretation of this Settlement Agreement and the Final Order and Judgment
23 Approving Settlement, and for any other necessary purpose;

24

25 **IT IS SO ORDERED.**

26 DATE: June 11, 2008

PHILIP S. GUTIERREZ
Honorable Philip S. Gutierrez
Judge of the United States District Court,
Central District

27

28

EXHIBIT E

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8 Attorneys for Defendants
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VERIZON CALIFORNIA INC., VERIZON
10 CORPORATE SERVICES GROUP INC.,
VERIZON SERVICES CORP., TELESECTOR
11 RESOURCES GROUP, INC. d/b/a VERIZON
SERVICES GROUP, VERIZON SERVICES
12 OPERATIONS INC., VERIZON SERVICES
ORGANIZATION, INC., VERIZON
13 CORPORATE SERVICES CORP., and
VERIZON DATA SERVICES, INC.

14 UNITED STATES DISTRICT COURT

15 NORTHERN DISTRICT OF CALIFORNIA

17 DESIREE MOORE and KAREN JONES
individually and on behalf of a class of
18 similarly situated individuals,

19 Plaintiffs,

20 vs.

21 VERIZON COMMUNICATIONS INC.,
VERIZON CALIFORNIA, INC., VERIZON
22 CORPORATE SERVICES GROUP INC.,
VERIZON SERVICES CORP.,
23 TELESECTOR RESOURCES GROUP, INC.
d/b/a VERIZON SERVICES GROUP,
24 VERIZON SERVICES OPERATIONS INC.,
VERIZON SERVICES ORGANIZATION,
25 INC., VERIZON CORPORATE SERVICES
CORP., VERIZON DATA SERVICES, INC.,
26 and DOES 1 through 25,

27 Defendants.
28

CASE NO. CV 09-1823 SBA

**DECLARATION OF JULIE REDELL ON
BEHALF OF EPIQ CLASS ACTION &
CLAIMS SOLUTIONS, INC.**

The Honorable Sandra B. Armstrong

1 I, Julie Redell, hereby declare as follows:

2 1. This declaration is based upon my personal knowledge and information provided
3 to me by associates or staff under my or common supervision or provided by Verizon, and a
4 review of business records maintained by Epiq. It is accurate and truthful to the best of my
5 knowledge and, if called as a witness, I could and would testify competently thereto.

6 2. I am a Project Manager with Epiq Class Action & Claims Solutions, Inc. (“Epiq”).
7 Epiq is the court-appointed settlement administrator for the class settlement in the above-
8 captioned case (“Settlement”). I have been employed with Epiq for 14 years. I am familiar with
9 the actions taken by Epiq to implement the Settlement.

10 3. Epiq was established in 1968 as a client services and data processing company.
11 Epiq has been administering bankruptcies since 1985 and settlements since 1993, including
12 settlements of class actions, mass tort litigations, Securities and Exchange Commission
13 enforcement actions, Federal Trade Commission disgorgement actions, bankruptcies, and other
14 major litigation. Epiq has administered approximately 1,000 settlements of complex cases,
15 including some of the largest and most complex cases ever settled. Epiq’s class action case
16 administration services include coordination of all notice requirements, including design of
17 direct-mail notice and coordination with the United States Postal Service (“USPS”), receipt and
18 processing of opt-outs, objections, and claims by class members, claims database management,
19 claim adjudication, fund management, and distribution services.

20 4. The capitalized terms used in this Declaration have the same meaning as defined in
21 the settlement agreement attached to the motion for preliminary approval granted by this Court on
22 February 28, 2012.

23 **CAFA NOTICE**

24 5. On February 10, 2012, within the 10-day period required by the federal Class
25 Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715, Epiq sent a CAFA notice packet by
26 certified mail to 12 Public Utilities Commissions and 52 federal and state officials, including the
27
28

1 Attorney General of the United States, the Attorneys General of each of the 50 states and the
2 District of Columbia.

3 6. The CAFA notice packet included a cover letter with information about the case,
4 including Case Name, Court, Judicial Hearing Schedule, Defendants, documents enclosed,
5 estimates of Class Members by State, and contact information for the Settlement Administrator.
6 A cover letter was accompanied by a CD that included the Stipulation and Settlement Agreement
7 with exhibits as well as the First Amended Complaint. A copy of the cover letter and list of
8 recipients is attached as Exhibit A.

9 **CLASS NOTICE**

10 7. Settlement Class Notice was disseminated in three groups — Group 1, Group 2,
11 and Group 3. Epiq has received a notice list from Verizon for each group, which together
12 contained 8,089,893 accounts. The notice list for Group 1 contained 7,763,444 accounts, or
13 93.4% of accounts covered by the Settlement (“Group 1 Notice List”). The notice list for Group
14 2 contained 311,932 accounts, or 3.8% of accounts covered by the Settlement (“Group 2 Notice
15 List”). The notice list for Group 3 contained 224,880 accounts, or 2.8% of the Settlement Class¹
16 (“Group 3 Notice List”, collectively with Notice List 1 and Notice List 2, the “Notice Lists”). As
17 set forth in Verizon’s declaration, Group 2 and Group 3 contained accounts which were
18 inadvertently omitted from Group 1.

19 8. **Group 1 Notice.** On April 14, 2012, Epiq received the Group 1 Notice List,
20 containing 7,763,444 accounts and grouped into the following categories: (1) current customers
21 who receive paper monthly bills; (2) current customers who receive e-bill monthly bills; and (3)
22 former customers. Verizon was responsible for providing initial notice to accounts in categories
23 (1) and (2). Epiq was responsible for providing Postcard Notice to accounts in category (3).

24 9. For the 4,644,945 accounts in category (3), Epiq removed invalid, incomplete, and
25 duplicate mailing addresses. Epiq then mailed the Postcard Notice to 4,629,082 accounts by U.S.

26
27 ¹ I have been informed by Verizon that the notice list for Group 3 contained 210,363 accounts that were also on the
28 notice list for Group 1. These accounts either terminated their service after the notice list for Group 1 was generated
or instructed Verizon not to send paper monthly bills after the notice list for Group 1 was generated.

1 mail, postage prepaid, between May 4 and 25, 2012. 87,368 of these Postcard Notices were
2 returned to Epiq as undeliverable and mailed again to addresses that were corrected through the
3 U.S. Postal Service. A copy of the Postcard Notice sent to category (3) accounts on Notice List 1
4 is attached as Exhibit B.

5 10. **Group 2 Notice.** On November 15, 2012, Epiq received the Group 2 Notice List,
6 containing 311,932 accounts and grouped into the following categories: (1) current customers
7 who receive paper monthly bills; (2) current customers who receive e-bill monthly bills; and (3)
8 former customers. Verizon was responsible for providing initial notice to accounts in categories
9 (1) and (2). Epiq was responsible for providing Postcard Notice to accounts in category (3).

10 11. For the 173,642 accounts in category (3), Epiq removed invalid, incomplete, and
11 duplicate mailing addresses. Epiq then mailed 165,632 Postcard Notices by U.S. Mail, postage
12 prepaid, on November 30, 2012. Forty-five (45) of these Postcard Notices were returned to Epiq
13 as undeliverable and mailed again to addresses that were corrected through the United States
14 Postal Service. A copy of the Postcard Notice sent to accounts on Notice List 2 is attached as
15 Exhibit C.

16 12. **Group 3 Notice.** On April 12, 2013, Epiq received the Group 3 Notice List
17 containing 224,880 accounts.

18 13. For the 224,880 accounts on the Group 3 Notice List, Epiq removed 443 accounts
19 with invalid, incomplete, and duplicate mailing addresses. In addition, Epiq removed 15,173
20 accounts from the Group 3 Notice List for class members that previously filed a Claim Form or a
21 Charge Summary request. Epiq then mailed 209,264 Postcard Notices by U.S. Mail, postage
22 prepaid, between April 19 and April 22, 2013, to all accounts on Notice List 3. 2,949 of these
23 Postcard Notices were returned to Epiq as undeliverable and mailed again to addresses that were
24 corrected through the United States Postal Service. A copy of the Postcard Notice sent to
25 accounts on the Group 3 Notice List is attached as Exhibit D.

26 14. **Other Postcard Notice.** Epiq received files from Verizon containing accounts for
27 which (1) Bill Stuffer Notices could not be sent because service was terminated or the customer
28

1 instructed Verizon not to send paper monthly bills after notice lists were generated; and (2) Email
2 Notices could not be sent because the customer had not provided Verizon with an email address
3 or the email was returned as undeliverable. Epiq sent Postcard Notice to these accounts.

4 15. Between May 7 and July 2, 2012, Epiq mailed 209,631 Postcard Notices to all
5 such accounts on the Group 1 Notice List described in paragraph 14 above. 1,131 of these
6 Postcard Notices were returned to Epiq as undeliverable and mailed again to addresses that were
7 corrected through the United States Postal Service.

8 16. Between December 31, 2012, and April 19, 2013, Epiq mailed 14,301 Postcard
9 Notices to all such accounts on the Group 2 Notice List described in paragraph 14 above. One (1)
10 of these Postcard Notices was returned to Epiq as undeliverable and mailed again to an address
11 that was corrected through the United States Postal Service.

12 **SETTLEMENT WEBSITE AND TOLL-FREE HELPLINE**

13 17. **Settlement Website.** On March 9, 2012, Epiq activated the settlement website.
14 The URL of the website is www.VerizonThirdPartyBillingSettlement.com. The website is
15 supported by Google AdWords, posts the Settlement Website Notice, and provides links to the
16 Settlement Agreement, the Preliminary Approval Order, the Complaint, the Claim Form, and
17 other Settlement documents. The website also provides the ability to make a Charge Summary
18 request online, to submit a Claim Form online, and to download and print a paper Claim Form.

19 18. As of May 14, 2013, Epiq had mailed 118,883 copies of the Settlement Website
20 Notice, including the Claim Forms, in response to requests received through the toll-free helpline,
21 by email, or in writing.

22 19. As of May 14, 2013, there have been 1,499,749 unique visits to the settlement
23 website during which 22,031,162 pages were viewed. Also as of May 14, 2013, Epiq has
24 received and responded to 61,206 emails requesting information directed to the email address
25 listed on the settlement website.

26 20. **Toll-Free Helpline.** On March 9, 2012, Epiq established a toll-free telephone
27 number dedicated to receiving and responding to inquiries and requests for assistance from
28

1 Settlement Class Members. The toll-free number provides callers with access to recorded
2 information that includes key dates and deadlines, and answers to frequently-asked questions.
3 Callers may also speak to live operators by requesting a call back.

4 21. As of May 14, 2013, there had been 714,180 calls to the toll-free helpline for a
5 total of 2,208,754 minutes of use (i.e., 36,813 hours). Additionally, live settlement
6 representatives have made 137,185 callbacks for a total of 766,144 minutes (i.e., 12,769 hours).

7 **SETTLEMENT CLASS DATABASE**

8 22. Using the Notice Lists, which together contain contact and account information for
9 all persons on the Notice Lists, Epiq developed a database for use in processing requests for
10 Charge Summaries, Claims, and all other communications with all persons on the Settlement
11 Class Notice Lists and others that were not on the Settlement Class Notice Lists (“Settlement
12 Class Database”).

13 **CHARGE SUMMARIES**

14 23. As of May 14, 2013, Epiq had received 674,556 requests for Charge Summaries.
15 514,337 of these requests were for accounts in the Settlement Class Database. The remaining
16 160,219 requests could not be matched with any account in the Settlement Class Database. For
17 unmatched requests, Epiq notified the person submitting the request by mail or email, depending
18 on how the request was submitted, giving the person the opportunity to correct the request. An
19 example of the letter sent is attached hereto as Exhibit E.

20 24. Epiq has transmitted all valid requests to Verizon for generation of either a Charge
21 Summary or a No Charges Letter, as appropriate.

22 25. Charge Summaries may be requested in paper format or by email. Verizon is
23 responsible for fulfilling email requests and Epiq is responsible for fulfilling paper requests.

24 26. As of May 14, 2013, Epiq has mailed 71,424 Charge Summaries and 34,142 No
25 Charge Letters for a total of 105,566 notifications sent.

CLAIMS

1
2 27. As of June 7, 2013, Epiq has received 349,475 Claim Forms. 250,236 of these
3 Claim Forms have been deemed valid. The remaining 99,239 Claim Forms have been deemed
4 invalid because they (1) could not be matched with any account on the Settlement Class List
5 (79,065); (2) did not elect either the Flat or Full Payment option, or elected both the Flat and Full
6 Payment option (3,359); or (3) did not include a Charge Summary, claimed an amount different
7 from the amount indicated on the Charge Summary, or failed to indicate on their Charge
8 Summary which charges were unauthorized (16,815). For most Claim Forms, classification as
9 valid or invalid is not a final determination.

10 28. Of the 250,236 valid Claim Forms, 216,709 are for Flat Payment Claims and
11 33,527 are for Full Payment Claims. For Flat Payment Claims, the amount claimed is
12 \$8,668,360. For Full Payment Claims, the amount claimed is \$7,671,815.64. Therefore, the total
13 amount claimed for all valid Claims is \$16,340,175.64.

OPT OUTS AND OBJECTIONS

14
15 29. The deadline for requesting exclusion from the Settlement Class or objecting to the
16 Settlement has expired for all Settlement Class Members. For Settlement Class Members on the
17 Group 1 Notice List, the deadline for requesting exclusion from the Settlement Class or objecting
18 to the Settlement was August 17, 2012. For Settlement Class Members on the Group 2 Notice
19 List, the deadline for requesting exclusion from the Settlement Class or objecting to the
20 Settlement was January 18, 2013. For Settlement Class Members on the Group 3 Notice List, the
21 deadline for requesting exclusion from the Settlement Class or objecting to the Settlement was
22 June 3, 2013.

23 30. As of June 5, 2013, Epiq has received 628 timely, non-duplicative requests for
24 exclusion, 19 duplicate requests for exclusion, and 21 requests filed after the deadline for requests
25 for exclusion. A complete list of persons who submitted requests for exclusion is attached as
26 Exhibit F.

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31. As of June 5, 2013, Epiq received 24 objections. A complete list of persons who submitted objections and a copy of each objection is attached as Exhibit G.

SETTLEMENT ADMINISTRATION COSTS

32. Through May 31, 2013, Epiq has billed Verizon a total of \$5,508,291 for its services in administering the Settlement. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on June 10, 2013, in Beaverton, Oregon.



Julie Redell, Project Manager
Epiq Class Action & Claims Solutions, Inc.

EXHIBIT A

First Name	Last Name	Address1	Address2	Address3	City	State	Zip Code
Richard	Svobodny	Office of the Attorney General	123 4th Street	6th Floor	Juneau	AK	99801
Luther	Strange	Office of the Attorney General	501 Washington Avenue		Montgomery	AL	36130
Dustin	McDaniel	Office of the Attorney General	200 Tower Building	323 Center St., Suite 200	Little Rock	AR	72201-2610
Tom	Horne	Office of the Attorney General	Department of Law	1275 W. Washington St.	Phoenix	AZ	85007
Kamala	Harris	Attorney General Consumer Law Section	110 West "A" Street	Suite 1100	San Diego	CA	92186-5266
John	Suthers	Office of the Attorney General	1525 Sherman St. 5th Floor		Denver	CO	80203
George	Jepsen	Office of the Attorney General	55 Elm Street		Hartford	CT	6141
Irvin	Nathan	Office of the Attorney General	John A. Wilson Building	1350 PA Avenue, NW Suite 409	Washington	DC	20009
Joseph	Biden III	Office of the Attorney General	Carvel State Office Building	820 North French St.	Wilmington	DE	19801
Pam	Bondi	Office of the Attorney General	State of Florida	The Capitol, PL 01	Tallahassee	FL	32399-1050
Sam	Olens	Office of the Attorney General	40 Capitol Square, SW		Atlanta	GA	30334-1300
David	Louie	Office of the Attorney General	425 Queen Street		Honolulu	HI	96813
Thomas	Miller	Iowa Attorney General	Hoover Office Building, 2nd Floor	1305 E. Walnut Street	Des Moines	IA	50319
Lawrence	Wasden	Statehouse	Office of the Attorney General	700 W. Jefferson Street	Boise	ID	83720
Lisa	Madigan	Office of the Attorney General	James R. Thompson Center	100 W. Randolph St., 13th Floor	Chicago	IL	60601
Greg	Zoeller	Office of the Indiana Attorney General	Indiana Government Center South, 5th Floor	302 West Washington Street	Indianapolis	IN	46204
Derek	Schmidt	Office of the Attorney General	120 S. W. 10th Street, 2nd Floor		Topeka	KS	66612-1597
Jack	Conway	Office of the Attorney General	State Capitol, Suite 118	700 Capitol Avenue	Frankfort	KY	40601-3449
James	Caldwell	Department of Justice	1885 North 3rd St. 6th Floor		Baton Rouge	LA	70802
Martha	Coakley	Office of the Attorney General	McCormack Building	One Ashburton Place	Boston	MA	02108-1698
Douglas	Gansler	Office of the Attorney General	200 Saint Paul Place		Baltimore	MD	21202-2202
William	Schneider	Office of the Attorney General		6 State House Station	Augusta	ME	04333
Bill	Schuette	Office of the Attorney General		525 West Ottawa Street	Lansing	MI	48909
Lori	Swanson	Office of the Attorney General	State Capitol	Suite 102	St. Paul	MN	55155
Chris	Koster	Office of the Attorney General	Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Jim	Hood	Department of Justice	Walter Sillers Building	550 High Street, Suite 1200	Jackson	MS	39201
Steven	Bullock	Office of the Attorney General	Montana Department of Justice	215 N. Sanders Street, 3rd Floor	Helena	MT	59620-1401
Roy	Cooper	Office of the Attorney General	Department of Justice	114 West Edenton Street	Raleigh	NC	27602
Wayne	Stenehjem	Office of the Attorney General	State Capitol	600 E. Boulevard Avenue, Dept 125	Bismarck	ND	58505-0040
Jon	Bruning	Office of the Attorney General	State Capitol	2115 State Capitol	Lincoln	NE	68509
Michael	Delaney	Office of the Attorney General	State House Annex	33 Capitol St.	Concord	NH	03301-6397
Jeffrey	Chiesa	Richard J. Hughes Justice Complex	25 Market Street		Trenton	NJ	08625
Gary	King	Office of the Attorney General	408 Galisteo Street	Villagra Building	Santa Fe	NM	87501
Catherine	Cortez Masto	Office of the Attorney General	Old Supreme Court Building	100 N. Carson Street	Carson City	NV	89701
Eric	Schneiderman	Department of Law	The Capitol, 2nd Floor		Albany	NY	12224-0341
Mike	Dewine	Office of the Attorney General	State Office Tower	30 E. Broad Street, 17th Floor	Columbus	OH	43266-0410
Scott	Pruitt	Office of the Attorney General	313 NE 21st Street		Oklahoma City	OK	73105
John	Kroger	Office of the Attorney General	Justice Building	1162 Court St., NE	Salem	OR	97301
Linda	Kelly	Office of the Attorney General	1600 Strawberry Square	16th Floor	Harrisburg	PA	17120
Peter	Kilmartin	Office of the Attorney General	150 South Main Street		Providence	RI	02903
Alan	Wilson	Rembert C. Dennis Office Bldg.	Rembert C. Dennis Office Building	1000 Assembly Street, Rm 519	Columbia	SC	29201
Marty	Jackley	Office of the Attorney General	1302 East Highway 14, Suite 1		Pierre	SD	57501-8501
Robert	Cooper, Jr.	Office of the Attorney General	425 5th Avenue North		Nashville	TN	37243
Greg	Abbott	Office of the Attorney General	300 W. 15th Street		Austin	TX	78701
Mark	Shurtleff	Office of the Attorney General	State Capitol, Room 236		Salt Lake City	UT	84114-0810
Ken	Cuccinelli	Office of the Attorney General	900 E. Main Street		Richmond	VA	23219
William	Sorrell	Office of the Attorney General	109 State Street		Montpelier	VT	05609-1001
Robert	McKenna	Office of the Attorney General	1125 Washington Street, SE		Olympia	WA	98504
J.B.	Van Hollen	Office of the Attorney General	114 East State Capitol		Madison	WI	53707-7857
Darrell	McGraw Jr.	Office of the Attorney General	1900 Kanawha Blvd., E.	Room 26E	Charleston	WV	25305-9924
Greg	Phillips	Office of the Attorney General	123 Capitol Building	200 West 24th Street	Cheyenne	WY	82002
Eric	Holder	US Department of Justice	950 Pennsylvania Avenue, NW		Washington	D.C.	20530-0001
Frank	Lindh	California Public Utilities Commission	505 Van Ness Ave	Room 5138	San Francisco	CA	94102
Phylcia	Fauntleroy Bowman	District of Columbia Public Service Commission	1333 H. Street, N.W	7th Floor, East Tower	Washington	D.C.	20005
William	O'Brien	Delaware Public Service Commission	861 Silver Lake Blvd	Cannon Building, Suite 100	Dover	DE	19904
S. Curtis	Kiser	Florida Public Service Commission	2540 Shumard Oak Blvd.		Tallahassee	FL	32399-0850
Rebecca	Tepper	Massachusetts Department of Public Utilities	One South Station	4th Floor	Boston	MA	2110
H. Robert	Erwin	Maryland Public Service Commission	William Donald Schaefer Tower	6 St. Paul St. 16th Floor	Baltimore	MD	21202-6806
Kenneth	Sheehan	New Jersey Board of Public Utilities	44 S. Clinton Ave.	Floor 7; PO Box 350	Trenton	NJ	8625
Judith	Lee	New York State Public Service Commission	3 Empire State Plaza		Albany	NY	12223
Ian	Freeman	Pennsylvania Public Utility Commission	Commonwealth Keystone Building	3rd Floor, 400 North Street	Harrisburg	PA	17120
Patricia	Lucarelli	State of Rhode Island Public Utilities Commission	89 Jefferson Boulevard		Warwick	RI	02888
Brian	Lloyd	Public Utility Commission of Texas	1701 N. Congress Avenue		Austin	TX	78711
William	Chambliss	Commonwealth of Virginia State Corporation Commission	1300 East Main Street		Richmond	VA	23219

Notice Administrator for U.S. District Court

First Name, Last Name
 Title
 Address 1
 Address 2
 City, ST 00000-0000

Class Action Fairness Act – Notice to Federal and State Officials
--

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, notice is hereby given of the proposed settlement titled, *Desiree Moore, et al. v. Verizon Communications Inc., et al*, pending in the United States District Court, Northern District of California as Case No. CV 09-1823 SBA.

- **Case:** *Desiree Moore, et al. v. Verizon Communications Inc., et al*, Case No. CV 09-1823 SBA.
- **Court:** The United States District Court for the Northern District of California.
- **Defendants:** Verizon Communications Inc., Verizon California Inc., Verizon Corporate Services Group Inc., Verizon Services Corp., Telesector Resources Group, Inc. d/b/a Verizon Services Group, Verizon Services Operations Inc., Verizon Services Organizations, Inc., Verizon Corporate Services Corp., and Verizon Data Services Inc.
- **Judicial Hearing Scheduled:** Pursuant to the settlement agreement, the Final Approval hearing is to occur no earlier than seventy-five (75) days after the Notice Completion Date, which the parties anticipate will occur on or about June 25, 2012. Plaintiffs have requested that the Final Approval Hearing be held on or about September 25, 2012, or on such other date that the Court may set.
- **Documents Enclosed:** Copies of the following documents are on the enclosed CD in Adobe Acrobat PDF format. If you do not have Acrobat it may be obtained for free at <http://www.adobe.com/products/acrobat/readstep2.html>.
 - Stipulation and Settlement Agreement (with its exhibits)
 - Note: The parties intend to file an errata, which will amend the definition of “Aggregators” on page 2 of the Settlement Agreement to include The Billing Resource LLC.
 - First Amended Complaint for Damages, Declaratory and Injunctive Relief
- **Estimates of Class Members by State:** The number of class members and the state in which they reside is currently unknown because the parties are in the process of compiling the list of class members. Therefore, the percentage of ILEC residential customers currently residing in each state is the best available proxy for estimates of class members by state, as set forth below:

State	Percent Class Members by State
California	12.30%

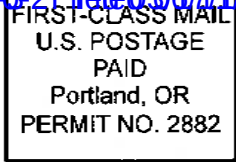
Notice Administrator for U.S. District Court

Delaware	1.35%
Florida	4.84%
Maryland	9.23%
Massachusetts	8.26%
New Jersey	11.71%
New York	20.01%
Pennsylvania	16.38%
Rhode Island	1.21%
Texas	4.13%
Virginia	9.67%
Washington DC	0.90%

- **More Information:** More information, including the final notices which will contain instructions and deadlines to exercise legal rights under the settlement, will be posted at www.MooreSettlement.com (and in Spanish at www.MooreSettlement.com/espanol).

EXHIBIT B

Verizon Third Party Billing Settlement
Class Action Settlement Administrator
c/o Epiq Systems
Moore v Verizon, Case No. CV-09-1823 SBA
PO Box 4655
Portland, OR 97208-4655
www.verizonthirdpartybillingsettlement.com
1-877-772-6219



<BARCODE>

This is a Court-ordered Notice. This is not a solicitation from a lawyer. This notice is only a summary.

<NAME LINE 1>

<NAME LINE 2>

<ADDRESS LINE 1>

<ADDRESS LINE 2>

<CITY, STATE ZIP>

<COUNTRY>

You Received This Notice Because Verizon's Records Indicate That You Are A Former Verizon Landline Customer And Were Billed For Third-Party Charges Between April 27, 2005 And February 28, 2012, And You May Be Entitled To A Payment From This Class Action Settlement.

A federal court authorized this Notice. Read this Notice carefully. Your legal rights may be affected.
(Para ver un aviso en español, se puede visitar www.verizonthirdpartybillingsettlement.com/espanol)

Settlement Class Members may apply for (1) a Flat Payment Claim for \$40, or (2) a Full Payment Claim for the full amount (i.e., 100%) of all unauthorized Third-Party Charges you paid on your Verizon phone bills between April 27, 2005 and February 28, 2012 (the "Class Period"). To help decide whether to submit a Full Payment Claim, you can request a summary of all third-party charges for which you were billed during the Class Period for free. Some Class Members may have a claim for less than \$40. Class counsel contends that some Class Members may have a claim for hundreds of dollars or more. To request a summary of charges, a Claim Form, or more information contact the Settlement Administrator at www.verizonthirdpartybillingsettlement.com, 1-877-772-6219, or questions@verizonthirdpartybillingsettlement.com. To receive a payment, you must submit a Claim Form by **November 15, 2012**. In order to file a Claim or to request a summary of charges you were billed, you must use the following PIN: #####. **Please do not lose this PIN. It is important.**

Settlement has been preliminarily approved by the Court in a class action lawsuit against Verizon alleging that it billed landline customers for charges from third-party companies that were not authorized (known as "cramming"), in violation of federal and state law. Verizon denies any wrongdoing. Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. The Settlement provides monetary and injunctive relief. The Settlement Class is defined as: All current and former Verizon landline customers billed for third-party charges submitted to Verizon by Aggregators, as defined in the Settlement Agreement, from April 27, 2005 to February 28, 2012. For a more complete definition of the class, go to www.verizonthirdpartybillingsettlement.com. Unless you exclude yourself, you will be in the Class, and if the Settlement is approved, will be bound by it and release claims against Released Persons, as defined in the Settlement Agreement. To exclude yourself, you must mail a signed, written request to be excluded from *Moore v. Verizon*, with your name, address, and phone number, to the Settlement Administrator postmarked by **August 17, 2012**. If you do not exclude yourself, you or your lawyer have the right to object to the Settlement, Class Counsel's request for attorneys' fees & expenses (\$7,500,000) and/or incentive awards (\$10,000 total), by mailing objections, in writing, to: John G. Jacobs, Esq., 122 S. Michigan Ave., St. 1850, Chicago, IL 60603, and Henry A. Weissmann, 355 S. Grand Ave., 35th Fl., Los Angeles, CA. 90071-1560 and filing it with the Clerk of the Court at 301 Clay Street, St. 400 S., Oakland, CA 94612 by **August 17, 2012**. The Court has scheduled a Final Approval Hearing on September 25, 2012 at 1:00 p.m. at the U.S. District Court, Northern District California, 1301 Clay Street, Oakland, CA, Courtroom 1. You do not need to attend the hearing unless you wish to object in person, which is required to preserve your right to appeal the Settlement or award of attorney's fees. No one will be permitted to appear at the final approval hearing to present an objection unless that person has complied with the requirements set forth for filing a timely written objection. For complete information about the Settlement, go to www.verizonthirdpartybillingsettlement.com or call 1-877-772-6219.

EXHIBIT C

Class Action Settlement Administrator
c/o Epiq Systems
Moore v Verizon, Case No. CV-09-1823 SBA
PO Box 4655
Portland, OR 97208-4655
www.verizonthirdpartybillingsettlement.com
1-877-772-6219



This is a Court-ordered Notice. This is not a solicitation from a lawyer. This notice is only a summary.

You Received This Notice Because Verizon's Records Indicate That You Are A Former Verizon Landline Customer And Were Billed For Third-Party Charges Between April 27, 2005 And February 28, 2012, And You May Be Entitled To A Payment From This Class Action Settlement.

<BARCODE>

<NAME LINE 1>

<NAME LINE 2>

<ADDRESS LINE 1>

<ADDRESS LINE 2>

<CITY, STATE ZIP>

<COUNTRY>



CLASS ACTION SETTLEMENT NOTICE

Case: 1306-001282-B-SGA Document: 47-3 Filed: 03/07/13 Page 13 of 278

A federal court authorized this Notice. Read this Notice carefully. Your legal rights may be affected.

(Para ver un aviso en español, se puede visitar www.verizonthirdpartybillingsettlement.com/espanol)

Settlement Class Members may apply for (1) a **Flat Payment Claim** for **\$40**, or (2) a **Full Payment Claim** for the **full amount** (i.e., 100%) of all unauthorized Third-Party Charges you paid on your Verizon phone bills between April 27, 2005 and February 28, 2012 (the "Class Period"). To help decide whether to submit a Full Payment Claim, you can request a **summary of all third-party charges** for which you were billed during the Class Period **for free**. Some Class Members may have a claim for less than \$40. Class counsel contends that some Class Members may have a claim for hundreds of dollars or more. To request a summary of charges, a Claim Form, or more information contact the Settlement Administrator at www.verizonthirdpartybillingsettlement.com, 1-877-772-6219, or questions@verizonthirdpartybillingsettlement.com. To receive a payment, you must submit a Claim Form by **June 7, 2013**. In order to file a Claim or to request a summary of charges you were billed, you must use the following **PIN: #####**. **Please do not lose this PIN. It is important.**

A Settlement has been preliminarily approved by the Court in a class action lawsuit against Verizon alleging that it billed landline phone customers for charges from third-party companies that were not authorized (known as "cramming"), in violation of federal and state law. Verizon denies any wrongdoing. Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. The Settlement provides monetary and injunctive relief. The Settlement Class is defined as: All current and former Verizon landline customers billed for third-party charges submitted to Verizon by Aggregators, as defined in the Settlement Agreement, from April 27, 2005 to February 28, 2012. For a more complete definition of the class, go to www.verizonthirdpartybillingsettlement.com. Unless you exclude yourself, you will be in the Class, and if the Settlement is approved, will be bound by it and release claims against Released Persons, as defined in the Settlement Agreement. To **exclude** yourself, you must mail a signed, written request to be excluded from *Moore v. Verizon*, with your name, address, and phone number, to the Settlement Administrator postmarked by **January 18, 2013**. If you do not exclude yourself, you or your lawyer have the right to **object** to the Settlement, Class Counsel's request for attorneys' fees & expenses (\$7,500,000) and/or incentive awards (\$10,000 total), by mailing objections, in writing, to: John G. Jacobs, Esq., 122 S. Michigan Ave., St. 1850, Chicago, IL 60603, and Henry A. Weissmann, 355 S. Grand Ave., 35th Fl., Los Angeles, CA 90071-1560 and filing it with the Clerk of the Court at 1301 Clay Street, St. 400 S., Oakland, CA 94612 by **January 18, 2013**. The Court has scheduled a Final Approval Hearing on February 19, 2013 at 1:00 p.m. at the U.S. District Court, Northern District California, 1301 Clay Street, Oakland, CA, Courtroom 1. You do not need to attend the hearing unless you wish to object in person, which is required to preserve your right to appeal the Settlement or award of attorney's fees. No one will be permitted to appear at the final approval hearing to present an objection unless that person has complied with the requirements set forth for filing a timely written objection. For complete information about the Settlement, go to **www.verizonthirdpartybillingsettlement.com** or call 1-877-772-6219.

EXHIBIT D

Verizon Third Party Billing Settlement
Class Action Settlement Administrator
c/o Epiq Systems
Moore v Verizon, Case No. CV-09-1823 SBA
PO Box 4655
Portland, OR 97208-4655
www.verizonthirdpartybillingsettlement.com
1-877-772-6219

*This is a Court-ordered Notice. This is
not a solicitation from a lawyer. This notice
is only a summary.*

**You Received This Notice
Because Verizon's Records
Indicate That You Are A
Current or Former Verizon Landline
Customer And Were Billed
For Third-Party Charges
Between April 27, 2005 And
February 28, 2012, And You
May Be Entitled To A
Payment From This Class
Action Settlement.**

BARCODE NO

PRINT ZONE

FIRST CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

BARCODE NO PRINT ZONE

<NAME LINE 1>
<ADDRESS LINE 1>
<ADDRESS LINE 2>
<CITY, STATE ZIP>
<COUNTRY>

L1303 v.03 04.17.2013

BARCODE NO PRINT ZONE

CLASS ACTION SETTLEMENT NOTICE
A federal court authorized this Notice. Read this Notice carefully. Your legal rights may be affected.
(Para ver un aviso en español, se puede visitar www.verizonthirdpartybillingsettlement.com/espanol)

Settlement Class Members may apply for (1) a **Flat Payment Claim for \$40**, or (2) a **Full Payment Claim** for the **full amount** (i.e., 100%) of all unauthorized Third-Party Charges you paid on your Verizon phone bills between April 27, 2005 and February 28, 2012 (the “Class Period”). To help decide whether to submit a Full Payment Claim, you can request a **summary of all third-party charges** for which you were billed during the Class Period for free. Some Class Members may have a claim for less than \$40. Class counsel contends that some Class Members may have a claim for hundreds of dollars or more. To request a summary of charges, a Claim Form, or more information contact the Settlement Administrator at www.verizonthirdpartybillingsettlement.com, 1-877-772-6219, or questions@verizonthirdpartybillingsettlement.com. To receive a payment, you must submit a Claim Form by **October 21, 2013**. In order to file a Claim or to request a summary of charges you were billed you may use your Account number or the PIN number below. **Please do not lose this PIN. It is important.** If you are a business with a summary billing arrangement you must use your summary billing master account number or PIN.

PIN: XXXXXXXXXXXXXXXXX

A Settlement has been preliminarily approved by the Court in a class action lawsuit against Verizon alleging that it billed landline phone customers for charges from third-party companies that were not authorized (known as “cramming”), in violation of federal and state law. Verizon denies any wrongdoing. Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. The Settlement provides monetary and injunctive relief. The Settlement Class is defined as: All current and former Verizon landline customers billed for third-party charges submitted to Verizon by Aggregators, as defined in the Settlement Agreement, from April 27, 2005 to February 28, 2012. For a more complete definition of the class, go to www.verizonthirdpartybillingsettlement.com. Unless you exclude yourself, you will be in the Class, and if the Settlement is approved, will be bound by it and release claims against Released Persons, as defined in the Settlement Agreement. To **exclude** yourself, you must mail a signed, written request to be excluded from *Moore v. Verizon*, with your name, address, and phone number, to the Settlement Administrator postmarked by **June 3, 2013**. If you do not exclude yourself, you or your lawyer have the right to **object** to the Settlement, Class Counsel’s request for attorneys’ fees & expenses (\$7,500,000) and/or incentive awards (\$10,000 total), by mailing objections, in writing, to: John G. Jacobs, Esq., 55 West Monroe Street, Suite 2970, Chicago, IL 60603, and Henry A. Weissmann, 355 S. Grand Ave., 35th Fl., Los Angeles, CA. 90071-1560 and filing it with the Clerk of the Court at 1301 Clay Street, St. 400 S., Oakland, CA 94612 by **June 3, 2013**. The Court has scheduled a Final Approval Hearing on July 16, 2013 at 1:00 p.m. at the U.S. District Court, Northern District California, 1301 Clay Street, Oakland, CA Courtroom 1. You do not need to attend the hearing unless you wish to object in person, which is required to preserve your right to appeal the Settlement or award of attorney’s fees. No one will be permitted to appear at the final approval hearing to present an objection unless that person has complied with the requirements set forth for filing a timely written objection. For complete information about the Settlement, go to www.verizonthirdpartybillingsettlement.com or call 1-877-772-6219.

EXHIBIT E

Moore v. Verizon Settlement Administrator
PO Box 4655
Portland, OR 97208-4655

<<Mail ID>>

<<Name 1>>

<<Name 2>>

<<Address 1>>

<<Address 2>>

<<City>><<State>><<Zip>>

<<Foreign Country>>

<<Date>>

Dear Claimant:

We have received your request for a summary of third-party charges in connection with the class action settlement in Moore et al. v. Verizon et al. (Case No. 09-cv-1823 SBA), United States District Court for the Northern District of California.

You either: (1) did not provide an account number or PIN; or (2) the account number or PIN you submitted in connection with your request does not match an account number or PIN for you on our class list. You submitted: (insert Account or PIN).

If you did not provide your account number or PIN, or you believe this is a mistake due to a typographical error in the account number or PIN above, please review the account number on your Verizon telephone bill, or the PIN on the postcard notice that was mailed to you. If there was a typographical error in the original request, please submit another request online at <https://www.verizonthirdpartybillingsettlement.com/request.aspx> or call the Settlement Administrator at 1-877-772-6219, press 1 and follow the prompts to request that a summary be mailed to you. If you need assistance locating a PIN for a former account, you can call the Settlement Administrator at 1-877-772-6219, press 3 and follow the prompts or you can email the Settlement Administrator at questions@verizonthirdpartybillingsettlement.com.

If there was not a typographical error in the original request, this means that Verizon's records show that the account for which you requested a summary report was not billed for third-party charges covered by the settlement. If you believe this is a mistake, please submit any written explanation and any copies of bills with charges that you believe are covered by the settlement to the Settlement Administrator at questions@verizonthirdpartybillingsettlement.com or by mail to Moore v Verizon Settlement Administrator, PO Box 4655, Portland, OR 97208-4655.

Sincerely,

Moore v. Verizon Settlement Administrator

EXHIBIT F



Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
5249932	900000641	Complete	A A BARAGONA	
3177864	900000152	Complete	A C WRIGHT JR	
7883034	900000286	Complete	A F BIBIGHAUS	
4806190	900000285	Complete	A MAIS	
4582256	900000174	Complete	ADELE M JONES	
1853137	900000099	Complete	ADELINE DELGADO	
4432752	900000296	Complete	AGNES MOYSTON	
6561177	900000014	Complete	AL SELLARI JR	
3620311	900000013	Complete	ALAN FLYNN	
1705110	900000340	Complete	ALBERT A HUERTA, DECEASED	
7998951	900000190	Incomplete	ALBERTO PEREZ	
5276095	900000563	Complete	ALEX FOTOPOULOS	
3763491	900000557	Complete	ALFRED J LABBE	
4601127	900000265	Complete	ALICE LOUISE SLAUGHTER	
3070772	900000395	Complete	ALVARO MORALES	
7094397	900000493	Complete	AMY L YODERS	
6612232	900000082	Complete	AMY LEITZINGER	MARK A LEITZINGER
3066053	900000209	Complete	ANA M GONZALEZ	
2521828	900000198	Complete	ANA MARIA SAKALIAN	
4997594	900000520	Complete	ANGELO LOPEZ	
5121045	900000609	Complete	ANGELO LOPEZ	
6531720	900000047	Complete	ANNA MARTONFALVY	
6964611	900000362	Complete	ANNA SMOODY	
6418156	900000486	Complete	ANNA TROPIANO	
1548959	900000335	Complete	ANNE SACKETT	
6696358	900000063	Complete	ANNE W WINKLEBLECH	
7913007	900000242	Complete	ANTHONY EUSKAVECH	
4057555	900000122	Complete	ANTHONY VANNUCCI JR	
939200	900000332	Complete	ATM YOUSUF	
7231784	900000377	Complete	AUDREY ISENBURG	
6531193	900000136	Complete	AUDREY MANSPEAKER	KEVIN MANSPEAKER
5137676	900000562	Complete	AUDREY PETERSON	
1037752	900000443	Complete	B & H ENGINEERING INC	
7391312	900000323	Complete	B D SHELLY	
2090857	900000128	Complete	B E GALLES	
2717253	900000135	Complete	B J MAGO	
1627891	900000585	Complete	B STEPHEN WILLIAMS	
7838848	900000483	Complete	BARBARA A STEINMETZ	
7248256	900000403	Complete	BARBARA CIARAMELLA	
6710705	900000506	Complete	BARBARA L KENNEDY	
219340	900000381	Complete	BARBARA LUCAS	
1539431	900000437	Complete	BARBARA MC HONE	
6327929	900000397	Complete	BARBARA S GATTUSO	
2460444	900000405	Complete	BARBARA ZERN	
6002030	900000575	Complete	BARTON RYAN	
7353718	900000303	Complete	BEATRICE HOOL	
8231370	900000421	Complete	BERNARR SMITH	
3189052	900000544	Complete	BERT W ALLISON, DECEASED	GARY ALLISON
6834990	900000314	Complete	BERTHOLD BENISCH	
3242503	900000317	Complete	BETH BANKS	
5847210	900000418	Complete	BETTE WITTLINGER	
7232696	900000524	Duplicate	BETTY ABRAMS	
7232696	900000578	Complete	BETTY ABRAMS	
2640402	900000572	Complete	BETTY J MIYAOI	
2845057	900000089	Complete	BEVERLY BLUM	
7016067	900000221	Complete	BILLIE J CURRY	
3362895	900000671	Complete	BILLY RAY GLOOR	
5185200	900000338	Complete	BLANCA LLERENA	
6793087	900000516	Complete	BRENDA SULPIZIO	



Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
3979055	900000076	Complete	BRIAN GOOLEY	SUSAN GOOLEY
6347113	900000269	Complete	BRUCE H HILL	
5063411	900000297	Complete	BRUNILDA RODRIGUEZ	
1014248	900000096	Complete	C & P TRANSFER LLC	
1765991	900000320	Complete	C A JEFFCOAT	
4782413	900000115	Complete	C A WARD	
5321395	900000393	Complete	C DE LOATCH	
6633146	900000305	Complete	C H LOEHR	
7048544	900000045	Complete	C N FERLAZZO	HOLIDAY CTY SO
6350581	900000497	Complete	C NORMAN FAMOUS JR, DECEASED	
4129067	900000268	Complete	CANELA DE HERNANDEZ	C/O MARIANA HERNANDEZ
3562988	900000231	Complete	CARL E LAGER JR	
2115723	900000649	Complete	CARL E NEVILLE	
4045142	900000075	Complete	CARLOS ROMAN	
4441252	900000342	Complete	CARMELLA ANGELO	
6718073	900000374	Complete	CARMELLA SHUSTER	
7740073	900000485	Complete	CAROL ANNE AZZINNARI	
3811697	900000250	Complete	CAROL B MEYER	
4552173	900000032	Complete	CAROL MOSHIER	
1844672	900000597	Complete	CAROL RIVERA	
2123106	900000192	Complete	CAROL SAMOSS	
486824	900000107	Complete	CAROLE MEOLA	
16878334	900000661	Incomplete	CAROLYN M STUYVESAUT	
653633	900000427	Complete	CATHERINE BAUMAN	
4890452	900000326	Complete	CATHERINE SALTAMACCHI	
449076	900000363	Complete	CATO M BATTLE	
5737593	900000503	Complete	CECELIA BEER	
4932538	900000551	Complete	CEFERINO DIAZ	
7947582	900000559	Complete	CHAN TO	
5765736	900000081	Complete	CHARLES E KERSEY JR	
5765736	900000349	Duplicate	CHARLES E KERSEY JR	
2977284	900000371	Complete	CHARLES GANDY	
3088729	900000274	Complete	CHARLES JONES	
80156	900000619	Late	CHARLES L GIBSON	
883355	900000220	Complete	CHARLES LINCOLN	
7897144	900000353	Complete	CHARLES W VERNA JR	
1695974	900000302	Complete	CHAS BUDD	
3202213	900000126	Complete	CHAUNCE N CHANEY	
2958322	900000299	Complete	CHEIKO YANO	
4335374	900000315	Complete	CHOI-FUN CHAN	
7988355	900000085	Complete	CHRIS OWENS	
1616138	900000639	Complete	CHRISTA M SNAPP	
6698891	900000426	Complete	CINDY WORKS	
4504574	900000357	Complete	CINTHA NICHOLS	
6703810	900000567	Complete	CLARA E DUPLER	
7830472	900000494	Complete	CLARENCE ROYCROFT	
1751926	900000311	Complete	CLARK HANDSHOE	
7035679	900000519	Complete	CLIFFORD BRESSLER	
6991026	900000498	Complete	CLIFFORD COPENHAVER	
6991026	900000612	Duplicate	CLIFFORD COPENHAVER	
4636823	900000030	Complete	COLLEEN GRANT	
7120677	900000029	Complete	COLLENE SHAFFER	
7223365	900000037	Complete	COLLENE SHAFFER	
5876269	900000018	Complete	COLLETTA E WEILAND	
5876274	900000036	Complete	COLLETTA WEILAND	
4346796	900000197	Complete	CONSTANCE COPPOLA	
4434829	900000120	Complete	CONSTANCE DRINKWINE	
4534042	900000404	Complete	CONSTANCE DRINKWINE	
165447	900000636	Late	CRACKER BARRELL OLD COUNTRY STORE INC VIRGINIA LOCATIONS	



Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
3110351	900000509	Incomplete	CRISANTO GUERRA III, DECEASED	
3092401	900000410	Complete	CURTIS L PITTS	
5459844	900000463	Complete	D A LEISTRUM	
6888034	900000022	Complete	D L GEORGE	C/O CAROLE GEORGE
1598812	900000102	Complete	D M WARD	
7832380	900000416	Complete	D MATTERA	
6901490	900000219	Complete	D TURNER	
3851024	900000004	Complete	DAN BROWN	
8425082	900000511	Complete	DANA LYNN MOSS	
7041156	900000021	Complete	DANIEL ROGERS	
592928	900000423	Complete	DANNY PALMER	
4773646	900000432	Complete	DARIUSZ GANCARZ	
5075429	900000226	Complete	DAVID GREEN	
226041	900000205	Complete	DAVID H EARP	
1992973	900000204	Complete	DAVID HUERTA	EMILY HUERTA
4078099	900000041	Complete	DAVID ROSA	
2104904	900000580	Complete	DEBORAH LINDAMAN	
3842972	900000501	Complete	DEBORAH TRIPP	
3842972	900000564	Duplicate	DEBORAH TRIPP	
6483947	900000165	Complete	DEBRA J HALL	
6788406	900000212	Complete	DEBRA J HALL	
5040077	900000257	Complete	DENISE RAO	
5040077	900000621	Duplicate	DENISE RAO	
566420	900000248	Complete	DENISE ROGERS	
7878656	900000535	Complete	DENNIS CZONSTKA	
6075763	900000379	Complete	DERYL FESSLER	
4072818	900000247	Complete	DESIDERIO GALLAURESI	
2645835	900000480	Complete	DESIGN BUILD SPECIALISTS, INC	
16681523	900000629	Incomplete	DESIGN WITH PLANTS INC	
1175578	900000180	Complete	DEVON BECKFORD	
1175578	900000216	Duplicate	DEVON BECKFORD	
16477809	900000633	Complete	DEXTER'S INN	
1447432	900000131	Complete	DIANE GARNER	
4597200	900000467	Complete	DIANE WICKSTED	
1685592	900000547	Complete	DIANE WORD	
6904868	900000062	Complete	DIANNA E SOSACK	
224048	900000329	Complete	DIANNE EVICH	THOMAS P EVICH
5768894	900000352	Complete	DIETRICH FROELICH JR	
1192174	900000598	Complete	DINA L QUINN	
6096511	900000249	Complete	DOLORES HALL	
6704638	900000322	Incomplete	DOLORES LEHMAN	
5848502	900000074	Complete	DOLORES WINDSOR	
6790254	900000435	Incomplete	DONALD J ZUTLAS	C/O MARGARET M HANLON
6710186	900000234	Complete	DONALD R BEHRENDT	
2434012	900000652	Complete	DONALD R SHARP	
4317880	900000161	Complete	DOROTHY A HARVEY	
7476808	900000502	Complete	DOROTHY A PHILLIPS	
6502039	900000605	Complete	DOROTHY CAMASSO	
4066336	900000137	Complete	DOROTHY DERION	
2142841	900000643	Incomplete	DOROTHY GILLEN-FAGAN	
7785891	900000409	Complete	DOROTHY HOPKINS	
2497006	900000344	Complete	DOROTHY M MEISSNER	
6340660	900000273	Complete	DOROTHY SLAYMAKER	
6604373	900000186	Complete	DOROTHY SWEARINGEN	
7874111	900000217	Duplicate	DOROTHY SWEARINGEN	
4539296	900000203	Complete	DUFF CAMPBELL	
2166817	900000645	Incomplete	DUNHAM POOL SERVICE	
7718166	900000237	Complete	E GODFREY	
2310484	900000450	Complete	E J DENNETT SR	



Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
6158710	900000168	Complete	E SPILLERS WILLIAMS	
7894239	900000548	Complete	EDITH EPISCOPO	
4285245	900000289	Complete	EDWARD BORYSZEWSKI	
6065401	900000640	Complete	EDWARD MC ENANEY	
3993131	900000459	Complete	EDWIN LLOYD	
6724441	900000272	Complete	EILEEN J DIFONZO	JOHN F DIFONZO
4670621	900000228	Complete	EINER MORTENSEN, DECEASED	
4164093	900000139	Complete	ELAINE COLATOSTI	
4164104	900000162	Complete	ELAINE COLATOSTI	
5395224	900000189	Complete	ELINOR M LAWRENCE	
4183037	900000369	Complete	ELISA MERGENTHALER	
252537	900000581	Complete	ELISABETH KIRKHAM	
248039	900000159	Complete	ELIZABETH B SIMMELINK	
6495955	900000334	Complete	ELIZABETH D'OTTAVIO, DECEASED	
4523947	900000025	Complete	ELIZABETH M CONTI	
16875759	900000648	Complete	ELIZABETH MITCHELL	
7014213	900000023	Complete	ELLSWORTH SILVESTER	
194823	900000438	Complete	ELODY CRAWFORD	
5335237	900000048	Complete	ELOY ARGUETA	
16471259	900000634	Incomplete	ELVIN BAEZ	
5593058	900000195	Complete	EMMA KING	
1575265	900000558	Complete	ERIC LYNN	
1784046	900000455	Complete	ERIKA STEINHAUSER	
2029762	900000466	Complete	ERIN GREEN	
5136375	900000484	Duplicate	ERNA SOROGAN	
5136375	900000583	Complete	ERNA SOROGAN	
702204	900000108	Complete	ERNEST DELOACH JR	
3426572	900000458	Incomplete	ESTATE OF MR PHILIP MARTELLO	NORMA MARTELLO
2995860	900000389	Complete	ESTELA M RODRIGUEZ	
6779877	900000370	Complete	ESTHER E ROTHROCK	
4101165	900000046	Complete	EUGENE DURRIGAN SR	
2811864	900000227	Complete	EVA FAIRMAN	
6158715	900000213	Complete	EVELYN J SPILLERS WILLIAM	
2839193	900000270	Complete	EVELYN MEREDITH	
6493013	900000476	Complete	EVONNE C LIN	
3317171	900000142	Complete	EVONNE DAVIS	
4105517	900000281	Complete	F PIZZA	
7952829	900000472	Complete	FELIX GALICIA	
16879486	900000670	Complete	FLINT HILLS RESOURCES	TRAVIS A PEARSON
3286464	900000155	Complete	FLOY BERGER	
367296	900000336	Complete	FRANCES RUDNICKI	
1290018	900000056	Complete	FRANCES STANKIEWICZ	
3147175	900000114	Complete	FRANK FOTORNY	
2904047	900000669	Complete	FRANK POLITO	
6870292	900000024	Complete	FRED KUSHNER	
1122664	900000222	Complete	FREDERICK F LOUCK	
5308660	900000469	Complete	FRIEDHELM LAUSTER	
6220862	900000006	Complete	G F GEIGER	
5568343	900000031	Complete	G GELSHEN	
7908669	900000255	Complete	G R KRONE	
7740640	900000026	Complete	G VOLPE	
4808532	900000429	Complete	GABRIEL NUDEL	
1918442	900000651	Complete	GAIL WENDELL	
444112	900000282	Complete	GAITH PRESBYTRN PRESCHOOL	
5433347	900000324	Complete	GALE B RUSSO	
3041933	900000365	Complete	GARY W DYESS	
3321839	900000280	Complete	GENE HOLLOWAY	
1728409	900000386	Complete	GEO B GILES, DECEASED	
2300173	900000287	Complete	GEO. BOBCHALK	

Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
2693680	900000164	Complete	GEO. E MURPHY	
6847523	900000093	Complete	GEORGE FASEKAS	
4879201	900000359	Complete	GEORGE MILLER	
3306252	900000337	Complete	GEORGE MONIOT	CORNELIA MONIOT
5417140	900000538	Complete	GEORGINA ANDRESS	
1111734	900000087	Complete	GERALD B MARSHALL	
7222566	900000278	Complete	GERALD C COURTNEY	
5766113	900000662	Complete	GERALD OWEN	
5766113	900000663	Duplicate	GERALD OWEN	
2824522	900000664	Complete	GERALDINE MOSURE	
3316467	900000412	Complete	GERTRUDE MILLS	
3731821	900000422	Complete	GISELA RIVERA	
975408	900000351	Complete	GLORIA A WARD	
1391215	900000111	Complete	GLORIA J STEWART	
1835774	900000447	Complete	GRACE KOSS	
2716528	900000167	Complete	GRACE RIENSTRA	C/O ROLAND RIENSTRA
6701711	900000055	Complete	GRACE SITHENS	
7790954	900000482	Complete	GREGORY A CHASE	
2363863	900000236	Complete	GRISELDA PEREZ	
1687725	900000295	Complete	GWEN CLELAND	
335670	900000593	Incomplete	H C KLEINFELTER	
7860906	900000376	Complete	HAROLD A KERSTETTER	
3392378	900000008	Complete	HARRIET PARKER	
5818215	900000240	Complete	HARRY J GERNLER	
4861331	900000442	Complete	HARRY T PRIMROSE JR	
3242109	900000208	Complete	HARRY THOMPSON	BETTY THOMPSON
7288262	900000090	Complete	HARRY W CUNNINGHAM	
6004800	900000586	Late	HEATHER A BERGAN	
4782143	900000434	Complete	HELEN C CARDARELLI	
1178796	900000496	Complete	HELEN FALBUSH	
2234820	900000657	Complete	HELEN SUGIYAMA	
5822936	900000151	Complete	HELMUT W MURPHY	
5520323	900000537	Complete	HENRY A TAXIS, DECEASED	
4663841	900000073	Complete	HENRY IGRAS	
6312716	900000105	Complete	HENRY M SCHONEWOLF	
4367807	900000110	Complete	HEROLD G LAWRENCE	
1491564	900000244	Complete	HERTA NAHR	
233254	900000347	Complete	HERTA NAHR	
3266441	900000130	Complete	HORACE B HOOPER	
5903015	900000072	Complete	HOWARD D ESTES	
3573249	900000316	Complete	HOWARD W STRONG	
2932670	900000667	Complete	HUGH PETERSON	
5498948	900000050	Complete	I GAROFALO DECEASED	
1822095	900000127	Complete	INGEBORG IWERSON	
6041127	900000067	Complete	IRENE GORTVA	
5827854	900000095	Complete	IRENE TESSLER	
7489917	900000478	Complete	J A RUSSIN DECEASED	
5270958	900000384	Complete	J CIRIGANO	
6698297	900000184	Complete	J KEENY ENGINEERING & ELECTRONIC SERVICES	
4533977	900000603	Late	J T BOYLE	
5937318	900000239	Complete	JACINTO ARRIAGA	
289478	900000373	Complete	JACK H ALBRIGHT	
7751763	900000017	Complete	JACK M HUNT	
7321645	900000592	Complete	JACKLYN A STRET	
4856738	900000103	Complete	JACQUELINE HIDALGO	
7204916	900000104	Complete	JACQUELINE JOLL	
207737	900000436	Complete	JACQUELINE WEITHERS	
4365449	900000479	Complete	JAMES CROSBY	
3362915	900000666	Complete	JAMES DONAHOE	

Eqiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
116865	900000148	Complete	JAMES F CASWELL	
502403	900000541	Complete	JAMES H BRAMMER JR	
4468306	900000628	Late	JAMES H COLE	
2135300	900000658	Incomplete	JAMES L EWING	GAIL EWING
2135300	900000659	Duplicate	JAMES L EWING	
417712	900000448	Complete	JAMES R DISCON JR	
5899310	900000553	Complete	JAMES R WHIPKEY	
781923	900000590	Complete	JAMES S WANGNESS	
5614724	900000070	Complete	JAMES WILLIAMS	
4692236	900000138	Complete	JAN DERION	
6706661	900000668	Complete	JAN E AMRHEIN	
6322235	900000627	Late	JANE DEANGELO	
766293	900000382	Complete	JANET REINKE	
7001680	900000078	Complete	JANICE FLAY	
6270629	900000125	Complete	JANICE M SCHIMMEL	
2364034	900000646	Incomplete	JANICE WILLIAMS	
8456385	900000620	Late	JAQUEN M HUTHINS	
3862442	900000310	Complete	JAS A SCHMIDT	
3492685	900000460	Complete	JAS D DI VINCENZO	
4567923	900000561	Incomplete	JEAN E LAMARRE	
2930289	900000261	Complete	JEAN ERMOIAN	ROYAL OAKS VILLAGE
2217634	900000481	Complete	JEAN J POPOVICH	
6599249	900000246	Complete	JEANETTE BAKER	
7444404	900000267	Complete	JENNIE MATEY	
1381005	900000577	Complete	JENNIFER ANDERSON	
1381005	900000613	Duplicate	JENNIFER ANDERSON	
6267843	900000345	Complete	JEREMIAH J LYNCH JR	
24934	900000058	Complete	JERRY L ROWE	
7489445	900000132	Complete	JESSA INC	RARITAN VLY LIQ STR
2912405	900000147	Complete	JESSE LOPEZ	
8366077	900000465	Complete	JILL BARROW	
6706881	900000211	Complete	JOAN E TATALIBA	
4153132	900000020	Complete	JOAN HELM	
6576489	900000163	Complete	JOAN TATALIBA	
2967018	900000241	Complete	JOANIE KENYON	
4440701	900000094	Complete	JOANN EICHLER	
7139310	900000656	Complete	JOANNE IPPOLITO	
6383498	900000477	Complete	JOEL SERFASS	
592950	900000279	Complete	JOHN A BARRICK, DECEASED	
4445255	900000452	Complete	JOHN A COLLINS	
1627887	900000655	Complete	JOHN A LOPEZ	
3152020	900000402	Complete	JOHN B ELLIOTT	
6889175	900000411	Complete	JOHN CZINA	
6450605	900000650	Incomplete	JOHN H BURKHOLDER	
6075876	900000259	Complete	JOHN RECHINDA	
2336884	900000271	Complete	JON JONES	
7818248	900000532	Complete	JONATHAN DI IENNO	
3862344	900000156	Complete	JONATHAN P CHANCE	
3888414	900000009	Complete	JOS J IUDICONE, DECEASED	
3922845	900000007	Complete	JOSE CARLOS RODRIGUES	
5624356	900000430	Complete	JOSE MOLINA	
6085087	900000616	Complete	JOSEPH A KOPA	
5937722	900000464	Complete	JOSEPH DITTMAR, DECEASED	
8054772	900000319	Complete	JOSEPH F FRANK	
6620933	900000594	Complete	JOSEPH H ARDINGER JR	
4205242	900000071	Complete	JOSEPHINE MUCCINI	
5471284	900000387	Complete	JOSEPHINE PASINATO	
6741128	900000143	Complete	JOSHUA P FETTERHOFF	
7869908	900000608	Late	JOYCE C PONTZLOFF	

Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
216614	900000504	Complete	JOYCE COLEMAN	
5159164	900000330	Complete	JOYCE VENTOUR	
4796567	900000526	Complete	JUANA POLANCO	
4151950	900000061	Complete	JUDITH RILEY	
7446486	900000044	Complete	JUDY ANN FERNANDEZ	
3406235	900000591	Complete	JULIE A LA BELLE	
281968	900000116	Complete	JULIE A WILKINSON	
2939666	900000518	Complete	JULIO DE LA CRUZ	
1735341	900000200	Complete	JULIO RIVERA	
1760262	900000306	Complete	JUNE SLUSAK	
6155934	900000331	Complete	K FUZES	
5061659	900000033	Complete	K TUMAN	
286559	900000468	Complete	KAREN E FORD	
2412349	900000615	Complete	KAREN NUNO	
2954836	900000440	Complete	KATHERINE FRASER, DECEASED	
5409833	900000262	Complete	KATHLEEN HARIHAN	
433574	900000508	Complete	KATHY HOLSTER	
1585005	900000487	Complete	KEITH MARKMILLER	
2174946	900000396	Complete	KEITH RANDALL	
436800	900000170	Complete	KELLY A BLANKS	
733652	900000206	Complete	KENNETH GRIFFITH	
3055368	900000543	Complete	KEVIN ROBERTSON	
4501848	900000473	Complete	KEVIN CHRIST	
255748	900000309	Complete	KIMBERLY E STRUBEL	
4335682	900000399	Complete	KIYOMITSU SAITO	
116469	900000187	Complete	L D BURCHARD	
7688358	900000339	Complete	L F FILIPPONE	
4999547	900000313	Complete	L INSAF	
7047609	900000010	Incomplete	L R WEJNERT JR	
7428153	900000003	Complete	L SMITH	
4549409	900000596	Complete	LAILA PARIS	
7866078	900000304	Complete	LAIWAN YEUNG	
1589047	900000077	Complete	LARKIN HUBBARD	
4332809	900000117	Incomplete	LARRY RILLERA	
4629354	900000065	Complete	LAURIE HARWOOD	
184573	900000146	Complete	LAWRENCE FISCHER	MARIE FISCHER
1186425	900000243	Complete	LAWRENCE SIMMS	
222095	900000525	Complete	LEDA DINCER	
5410173	900000328	Complete	LEO KELLER	
3064784	900000552	Complete	LESLIE BEACH	
6701395	900000083	Complete	LEVINE REBA JONES	
5722716	900000043	Complete	LEWIS CUNNINGHAM	
7496972	900000153	Complete	LINDA AUCONE	
680063	900000413	Complete	LINDA HOFF	
3288408	900000647	Complete	LINDA SPENK	
6402265	900000080	Complete	LINDA STOUT	
707775	900000283	Complete	LINDA TAYLOR	
38178	900000290	Complete	LINDA TAYLOR	
1399524	900000291	Complete	LINDA TAYLOR	
6976051	900000260	Complete	LINDA VECCHIO	
952625	900000158	Complete	LIONEL J DOIRON	
1487438	900000507	Complete	LISA WOOLERIGE	
8364620	900000456	Complete	LORENZA JIMENEZ	
6429222	900000060	Complete	LORETTA M HALL	
6048156	900000428	Complete	LORRAINE H LANICH	
3456939	900000119	Complete	LOUISE GONCALO	
3953803	900000513	Complete	LUCIUS CHIARAVIGLIO	
1951039	900000517	Complete	LUPE CASTILLO	
7869283	900000258	Complete	LUZ E MEDERO	



Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
891952	900000610	Late	LYNETTE F CROMWELL	
7454347	900000510	Complete	M I MURPHY	
1575272	900000453	Complete	M JOYCE HAYES	
7063976	900000573	Complete	M MOLINA	
5315201	900000140	Complete	MANUEL MEJIA	
3210576	900000556	Complete	MARCELINO ORTIZ DIAZ	
3250228	900000565	Complete	MARCELINO ORTIZ DIAZ	
368153	900000546	Complete	MARCELLE A HILL	
3112713	900000595	Complete	MARCUS BALDERAS	NELLIE BALDERAS
2649028	900000475	Complete	MARCUS D SMITH	
7160150	900000064	Complete	MARGARET J KOZAK	
6567495	900000457	Complete	MARGARET KEHLER	
1306305	900000367	Complete	MARGARET ROCKECHARLIE	
6503354	900000451	Complete	MARGIE DECKER	
4203784	900000533	Complete	MARI MADONNA	
4129937	900000150	Complete	MARIA KLEPACH	
1033583	900000540	Complete	MARIA NIETO	
5295024	900000101	Complete	MARIA SAQUICELA	
7617424	900000364	Complete	MARIA TIBURCIO	
7851577	900000488	Complete	MARIA Y NOTARO	C/O MARIA Y NOTARO
2221407	900000390	Complete	MARIAN THOMPSON	
7015064	900000057	Complete	MARIBETH BROWN	
4059502	900000587	Complete	MARIE ANNE MALENFANT	
6221578	900000358	Complete	MARIE SELLERI	
7259152	900000100	Complete	MARIETTA ERIKSEN	
927480	900000607	Complete	MARILYN MUMAW	JAMES MUMAW
6376277	900000038	Complete	MARION BRYSON	
2310934	900000133	Complete	MARION BURSON	
2746452	900000327	Complete	MARISELA SANCHEZ	
2778095	900000601	Late	MARJORIE COLE	
2072051	900000602	Late	MARJORIE COLE	
7054326	900000308	Complete	MARJORIE SURPRIS	
1349825	900000574	Complete	MARK BORKOWSKI	
1349825	900000576	Duplicate	MARK BORKOWSKI	
6953867	900000341	Complete	MARK C LIEBERMAN	
5864487	900000275	Complete	MARK CIGANOVIC	
6109361	900000415	Complete	MARTHA A STARK	
3070411	900000196	Complete	MARTHA MOORE	
117604	900000113	Complete	MARTHA SWICK	C/O ANN D LIGHT
6047215	900000252	Complete	MARTIN G DOWNES	
5523778	900000424	Complete	MARTIN GOLDBERG MD	
2219274	900000169	Complete	MARTY MC CAULEY	
766350	900000066	Complete	MARY B ROSS	
413460	900000622	Late	MARY BERNARD	
1646138	900000293	Complete	MARY HATCH	
5560217	900000123	Complete	MARY MAIDA	
2533913	900000529	Complete	MARY TRUJILLO	
6629344	900000053	Complete	MARY UMBERGER	
4868236	900000470	Complete	MARYLIN SANTIAGO	
3643237	900000462	Incomplete	MATTHEW D WEST	
3643237	900000522	Duplicate	MATTHEW D WEST	
3643237	900000617	Late	MATTHEW D WEST	
7361108	900000109	Complete	MATTHEW D ZAIGER	
2433143	900000642	Incomplete	MATTIE M PIAZZI	
124357	900000545	Complete	MAXINE B COSTE	
4441287	900000512	Complete	MAYRA J LANZO	
6468289	900000253	Complete	MELINDA REYES	
451431	900000145	Complete	MELVILLE T POLK	
272139	900000098	Complete	MELVIN L LYONS	



Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
4070313	900000175	Complete	MICHAEL BALSAMO	
4070313	900000215	Duplicate	MICHAEL BALSAMO	
914359	900000229	Complete	MICHAEL E KENNEDY	
4771891	900000028	Complete	MICHAEL F FORTE	
7991045	900000134	Complete	MICHAEL GARRISON	
5698721	900000568	Complete	MICHAEL QUILLAN	
4392756	900000346	Complete	MIGUEL SALAZAR	
4069537	900000210	Complete	MIKE SEGAL	
3905489	900000183	Complete	MILDRED A OLSEN	
4103584	900000160	Complete	MILDRED D SAHM	
3397942	900000121	Complete	MILTON A SNOW	
7869450	900000245	Complete	MILTON M SCHUSTER SR	
4257198	900000112	Complete	MINDY SMITH	
4268660	900000361	Complete	MINNIE V CASE	
8125687	900000394	Incomplete	MIRIAM WILLIAMS	C/O GEORGE WILLIAMS JR
7390627	900000051	Complete	MISS D M SCHMIDT	
4934258	900000092	Complete	MISS D ZARINS	
7892805	900000301	Complete	MISS EVA DROFIK	
7723282	900000514	Complete	MISS J THOMAS	
4160549	900000500	Complete	MISS JULIA NAZAK	
7918138	900000360	Complete	MISS M R LONGO	
256303	900000599	Late	MOHSEN MAZLOUMI LILI MOUSSAVI	
3695730	900000489	Complete	MONDARA PHAY	
379875	900000383	Complete	MT LAKE IND BPTST CH	
7552146	900000571	Complete	N C CARPET BINDING AND EQUIPMENT	MAL MAHER
7552146	900000584	Duplicate	N C CARPET BINDING AND EQUIPMENT	MAL MAHER
879	900000579	Complete	N J JASPER JR	
1531055	900000385	Complete	NANCY JACKSON	
1545052	900000454	Complete	NANCY L DAVIS	
3930011	900000016	Complete	NANCY M HANSEN	
16740434	900000637	Complete	NEEL KUMAR	
7605959	900000040	Complete	NENAD MARJANOVIC	
4184026	900000378	Complete	NGAH LI SOO	C/O MS FUN YOK PENG
5218196	900000398	Complete	NIAO FU LI	
8308465	900000630	Complete	NORA ALEMANY	
275329	900000188	Complete	NORMA J GRAU	
6843988	900000431	Complete	O SARROCA	
1170341	900000600	Complete	OTELLO J LEGNAIOLI	
7700493	900000318	Complete	P MATTHEWS	
6937314	900000124	Complete	P RAPOANO	
1578078	900000194	Complete	PATRICIA HOULIHAN	
4489974	900000588	Complete	PATRICIA MARKS	
5033357	900000505	Complete	PATRICIA SHOOP	
7298328	900000611	Late	PATRICIA SNARE	
1874973	900000129	Complete	PAUL BOURGEOIS	
7765056	900000001	Complete	PAUL M BELLAN	
358077	900000207	Complete	PAUL NOLAN	
1963441	900000199	Complete	PAULA A RIVERA	
3057012	900000325	Complete	PAULINE HOLLOWAY	
5642043	900000054	Complete	PAULINE SANDERLIN	
5589519	900000419	Complete	PC THE CONNELLY FIRM	
1979416	900000277	Complete	PERCY F CONKLIN	
5314710	900000570	Complete	PERLAT JERA	
4067525	900000012	Complete	PHILIP BARBATO	
2531944	900000626	Late	PHYLLIS E BAKER	
1844073	900000171	Complete	PINECRAFT SCAFFOLDING & LADDER CO	
1844073	900000214	Duplicate	PINECRAFT SCAFFOLDING & LADDER CO	
1975100	900000276	Complete	PRISCILLA LUCUS	
3778797	900000181	Complete	PRISCILLA STONE	



Exhibit F: List of Opt Outs

Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
7919614	900000294	Complete	R A WEST	
7480647	900000555	Complete	R C MANCUSO	
7242463	900000618	Late	R CONIGLIO	
7299381	900000191	Complete	R E DAVIS	
7899625	900000218	Duplicate	R E DAVIS	
1777451	900000400	Complete	RACHEL C GOSSETT	
3178885	900000354	Complete	RALPH WEBER	
5746161	900000233	Complete	RAY SHULL, DECEASED	
6060282	900000049	Complete	RAYMOND ADAMS	
3435867	900000521	Complete	RAYMOND E ANDREOTTI	
964705	900000606	Complete	RCC	ATTN MARILYN MUMAW
1801353	900000534	Complete	REBA INGRAM	
8437332	900000604	Late	REBECCA CIOCI	
4671584	900000086	Complete	RENA SGAMBELLONE	
4352097	900000490	Complete	RENE CANADILLA	
7850263	900000531	Complete	RENE HARNOIS	
4742398	900000178	Complete	REV JOSEPH F PAA	
6694058	900000446	Complete	REV P N SMITH	
6251661	900000380	Complete	REV RICHARD BRIETSKE	
5864906	900000185	Complete	RICHARD A COMPTON T-A	
6152223	900000474	Complete	RICHARD BARTH	
2122290	900000201	Complete	RICHARD HARVEY	
2787466	900000238	Complete	RICHARD HOGAN	
5454445	900000173	Complete	RICHARD J GAGLIANESE	
3932426	900000015	Complete	RICHARD J MOORE	
7047533	900000560	Complete	RICHARD J SCALZOTT JR	
7265445	900000449	Complete	RICHARD SEABURN	
103949	900000179	Complete	RITA HARLEY	
4258708	900000039	Complete	ROBERT A CONWAY	
3888268	900000005	Complete	ROBERT A MURRAY	
1308332	900000406	Complete	ROBERT BEASLEY SR	
6851201	900000266	Complete	ROBERT BRANDELL	
5947855	900000059	Complete	ROBERT BURKHART	
6456484	900000614	Complete	ROBERT LACY	
5790499	900000392	Complete	ROBERT RICE	
7207045	900000366	Complete	ROBIN ANDREWS	
2511430	900000343	Complete	ROBT E STEPHENS, DECEASED	
6498030	900000425	Complete	ROBT N WALKER	
1568329	900000307	Complete	ROLAND J MORIN	
1580495	900000141	Complete	RONALD H BALL	
6607533	900000256	Complete	RONALD M LEIK	
3724706	900000589	Complete	RONALD OKULICZKI	
6515314	900000079	Complete	RONALD R FRABLE	
2472157	900000312	Complete	RONALD SHAHAN	
6207493	900000355	Complete	ROSALIA SAKSA	
2881437	900000530	Complete	ROSARIO BERMUDES	
48054	900000284	Complete	ROSE WHITE	
6507514	900000027	Complete	ROSEANN M SMITRESKI	
3266532	900000193	Complete	ROY JORGENSEN	
3266532	900000417	Duplicate	ROY JORGENSEN	
5193719	900000439	Complete	RUBY AMPARO MARIN	
5621050	900000091	Complete	RUI XIA CHAN	
211558	900000264	Complete	RUTH E HAMPTON	
1203728	900000068	Complete	RUTH E JACKSON	
3315093	900000665	Complete	RUTH F WOMACK	
6427538	900000166	Complete	RUTH MILLER	
312404	900000368	Complete	RUTH V ALEXANDER	
7127832	900000499	Complete	S A NIXON	
6396911	900000263	Complete	S ALLEN BACON	



Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
7583506	900000288	Complete	SABRINA WASHINGTON	
7522958	900000672	Complete	SANDRA DIAZ	
654426	900000566	Complete	SANDRA S BENNETT	
160390	900000097	Complete	SHARLENE B WARD	
3439297	900000035	Complete	SHARON A BRUNETT	
2701345	900000441	Complete	SHELLIE SAUNDERS	
6664140	900000225	Complete	SHIRLEY A BELL	
3331889	900000495	Complete	SHIRLEY A YEAGER	
1768978	900000298	Complete	SHIRLEY COLEMAN	
2833037	900000372	Complete	SHIRLEY GROSSBERG	
7383407	900000069	Complete	SHIRLEY HARRIS	
3114475	900000660	Complete	SMITH R T WELDING	
5332239	900000407	Complete	STEPHEN M SHEA	
3100795	900000527	Complete	STEVE MARKELL	CATHY MARKELL
6006769	900000118	Complete	STEVE MILLER	
6006769	900000235	Duplicate	STEVE MILLER	
7827096	900000550	Complete	STEVEN PALLIS	
6361400	900000149	Complete	STEVEN R YODER DBA	PEAR TREE MFG
6754147	900000471	Complete	SUE R KLEIN	
8173484	900000444	Complete	SUPALAK PRASOBRATANA	
4565524	900000292	Complete	SUSAN A BROOKS	
3760671	900000002	Complete	SUSAN ARENA	
5600534	900000321	Complete	SUSAN DERRY	
2855894	900000569	Complete	SUSAN EBERLY	
2590327	900000154	Complete	SUSAN HEWETT	
1139468	900000542	Complete	SUSAN HOLT	
663550	900000554	Complete	SUSAN HOLT	
6629582	900000254	Complete	SYLVIA L HEIDIG	
3381253	900000653	Complete	TAMMY'S CUTS ETC	
6973511	900000433	Complete	TAWNIA ANN LAKE	
5249740	900000333	Complete	TG SNYDER, DECEASED	
447176	900000388	Complete	THELMA L HARPER	
836228	900000172	Complete	THERESA TURNER	
7896263	900000391	Complete	THOMAS A MORAN	
6510670	900000625	Late	THOMAS DUVAL	
450912	900000492	Complete	THOMAS F HERBERT	
6529323	900000106	Complete	THOMAS J AMMERMAN	
1646344	900000251	Complete	THOMAS NORTON	
4797254	900000230	Complete	THOMAS P FAY JR	
4243744	900000223	Complete	THOS MAURICI	
6613765	900000356	Complete	TIMOTHY HORST	
3403510	900000034	Complete	TIMOTHY POZZI	
620176	900000176	Complete	TOUCH OF SPIRIT INC	
5741058	900000638	Complete	UTE WEBSTER	
4362343	900000232	Complete	V GHOLAM	
6896349	900000144	Complete	V J POMIANEK	
105361	900000523	Complete	V L FEREBEE	
7663246	900000445	Complete	VALERIE MOLLO	
7576721	900000042	Complete	VALMIR DA SILVA	
888810	900000401	Complete	VANESSA SMITH	
4257348	900000052	Complete	VERA BREGE	
5656843	900000375	Complete	VERNON R GROSS	
3216873	900000644	Incomplete	VILLAGE PARK NORTH	
6408626	900000084	Complete	VINCENT DEGREGORIS	
1777786	900000177	Complete	VINCENT J NASELLI	
7907529	900000300	Complete	VINCENT LEFFLER	
16693396	900000635	Complete	VINRAY PLUMBING & HEATING INC.	RAYMOND ARLIA
7879346	900000536	Complete	VIRGINIA DAUGHTERMAN	
6856793	900000582	Complete	W POKU	



Exhibit F: List of Opt Outs

Epiq Tracking #	Opt Out #	Opt Out Status	Name 1	Name 2
6328752	900000182	Complete	WALLACE H GORDON	
7803749	900000515	Complete	WALTER A FOSTER	
3716592	900000549	Incomplete	WALTER E CHAPPELL	
3716592	900000623	Late	WALTER E CHAPPELL	
6742601	900000420	Complete	WANDA HEEBNER	
5549353	900000224	Complete	WARREN BILLGER, DECEASED	
3358797	900000157	Complete	WAYNE TAYLOR	
16663858	900000632	Incomplete	WEBER ARTHUR PHINEAS	
3327862	900000654	Complete	WHISPERING PINES MEAT PROCES	
1612241	900000408	Complete	WILHELM VOGELBEIN	
5470377	900000528	Complete	WILLARD B JACOBS JR	
6691095	900000088	Complete	WILLIAM F O CONNOR	
7852325	900000624	Late	WILLIAM JOSEPH HORVATH, DECEASED	KATHRYN C HORVATH
3278586	900000414	Complete	WILLIAM L WOEHL	
2181258	900000461	Complete	WILLIAM PATA	RUTH PATA
3975522	900000011	Complete	WILMA FELCH	
7103399	900000019	Complete	WM STRUCHEN	
2303781	900000350	Complete	YVONNE LINDBERG	
16648464	900000631	Complete	ZHONG YI CHEN	

EXHIBIT G

Timely and Late Objections
as of June 5, 2013

Epiq Tracking #	Objection #	Objection Status	Name 1	Name 2
1112632	600000002	Complete	BARBARA HILTON	
5928952	600000003	Complete	CAROL PARKER	
2309640	600000023	Complete	COLD STONE CREAMERY	C/O LORY AXTMAN
4303911	600000006	Complete	FANETTE POLLACK	
5274631	600000014	Complete	FORREST S TURKISH	
1304394	600000021	Late	IRENE NELSON	
527873	600000013	Complete	J KIRK JR	
527873	600000016	Duplicate	J KIRK JR	
6178153	600000009	Complete	JOHN PENTZ	CONSTANCE B PENTZ
4183781	600000007	Complete	JOSEPH FIX	
4183781	600000010	Complete	JOSEPH FIX	
4183781	600000015	Duplicate	JOSEPH FIX	
3134251	600000022	Complete	MELISSA BROWN	
3134251	600000024	Duplicate	MELISSA BROWN	
3586716	600000004	Complete	PATRICK E RUDD	
5035878	600000011	Complete	PYOTR DROZDOV	C/O MARK DROZDOV
5035878	600000019	Duplicate	PYOTR DROZDOV	C/O MARK DROZDOV
4776308	600000012	Complete	RICHARD PRICE	
4776308	600000018	Duplicate	RICHARD PRICE	
553501	600000005	Complete	RONALD GREEN	
8347641	600000020	Late	SANAE DILLARD	
7522958	600000025	Complete	SANDRA DIAZ	
3434178	600000001	Complete	SHIRELY JONES	
531578	600000017	Complete	STEVEN MORRISON	

EXHIBIT G-1

MAY 16, 2012

CLASS ACTION SETTLEMENT

JOHN G. JACOBS, ESQ
122 S. MICHIGAN AVE
ST. 1850, CHICAGO, IL 60603
CC: HENRY A. WEISSMANN
3555 GRAND AVE 35TH FL
LOS ANGELES, CA 9001-1560
CC: CLERK OF THE COURT
1301 CLAY STREET ST.
400 S OAKLAND, CA 94612

I BARBARA HILTON WITH PIN 8646804681266 OBJECTIONS

OBJECTIONS

Objections

BARBARA HILTON

Barbara Hilton

EXHIBIT G-2

May 10, 2012

Henry A. Weissman
355 South Grand Ave.
35th Floor
Los Angeles, CA
90071-1560

Dear Mr. Henry A. Weissman:

At this time I have the right to object to the Class Counsel's request for attorney's fees and expenses of (\$7,500, 000) and/or incentive awards (\$10,000 total). I would like to exercise that right today May 10, 2012. If you need to contact me my telephone number and address is listed below.

Cordially,

Mrs C. Parker
601 West 7th Street
Apt. 6G
Plainfield, NJ 07060
(908) 444-8667

VOL EN B S C

EXHIBIT G-3

May 5, 2013

John G. Jacobs, Esq.
55 West Monroe Street, Suite 2970
Chicago, IL 60603

Henry A. Weissmann
355 S. Grand Ave., 35th Fl.
Los Angeles, CA 90071-1560

Clerk of the Court
1301 Clay Street, St. 400
S. Oakland, CA 94612

Dear Sirs,

Regarding Verizon Third Party Class Action Settlement, I hereby **object** to the Class Counsel's request for \$7,500,000 attorneys' fees and incentive awards (\$10,000 total), on behalf of my 4 current accounts with Verizon: 01 1769 1160119300 01; 01 1769 1115858645 03; 01 1769 1160164976 05; 01 1766 1131047894 09.

Signed,



Lory Axtman, owner of businesses and individual account holder

EXHIBIT G-4

Fanette Pollack
544 First Street
Brooklyn NY 11215
July 23, 2012
My Verizon number 718-788-3822

Re Moore v. Verizon Case no. CV 09-1823 SBA

Clerk of the Court
1301 Clay Street
Suite 400 S.
Oakland, CA 94612

John G. Jacobs
122 S. Michigan Avenue Suite 1850
Chicago Illinois 60603

✓ Henry A. Weissmann
355 S. Grand Ave. 35th floor
Los Angeles CA 90071-1560

Moore v. Verizon Settlement Administrator
PO Box 4655
Portland Oregon 97208-4655

Dear Sir or Madam:

I am writing as a Verizon customer and class member who was charged with unauthorized billing. I have found the settlement process in this case to be riddled with errors, sloppy and inefficient. Class counsel is asking for \$7,500,000 in attorneys' fees and expenses. If their handling of the case was anything like their implementation of the settlement process for Verizon customers, they should not be paid anything approaching that number, and I object to that award of fees.

I initially applied on line for a listing of my third party charges immediately after receiving a Class Action Settlement Notice in the mail, which I believe was in May. I received confirmation by e-mail (undated) that my charges would be provided in approximately 14 days. Nothing came. I put in another request and printed out another confirmation. Again nothing came. The confirmation numbers are VMNYOBOO and F3UKZDII. Several weeks later on July 1 (copy enclosed, Ex. A) I wrote again asking for my charges. I noted that without sending information to class members who have requested it, there is no basis for asking the court for attorneys' fees for settling the case.

Even this e-mail was not sufficient to get the charges from the Settlement Administrator.

I received a reply e-mail on July 11 from the Settlement Administrator stating : "Verizon has been working on a process that will make it much easier for a person to review their charges and they want to implement that for the convenience of everyone concerned before they proceed." A copy of that e-mail is also enclosed, also Ex. A. What does that mean? I had submitted two requests over a month earlier. Why was no process in place at that time when documents were promised within 14 days? The author also stated that class members have until November 15 to file and mailings (of charges) will take place "in plenty of time to meet that deadline". However November is much too late to file an objection to the settlement, if any class member had such an objection, which must be done by August 17.

On July 13, I received yet another e-mail from Verizon Services stating that said the charges were provided as an attachment. Exhibit B. However, nothing was attached. I wrote back yet another time informing the sender that nothing had been attached. Exhibit C. Finally a few days later I received my charges.

Your average consumer would not jump through these hoops to pursue their claim. If the purpose of the lawsuit is to compensate the customers of Verizon and not to enrich the attorneys, more attention should have been paid to the settlement process and less to the application for attorneys' fees and expenses.

I do not have the entire record, so I cannot express an opinion of how much the plaintiffs' attorneys should be paid. I can only register my great objection to a claims process that was sloppy, inaccurate, duplicative and cumbersome, and not designed to serve the interests of the class. And this was the experience of one claimant who highlighted the issue of payment of fees to the settlement administrator.

I do not intend to be present at the Final Approval hearing, but on behalf of Verizon customers and members of this class, I express my extreme unhappiness with the extremely poor claims procedure. I accordingly object to the request for attorneys' fees by class counsel which fees, in my view, will ultimately be passed on to Verizon customers. This is my question for the Court in considering the fee application: How much time claimed by the attorneys which was wasted in implementing the claims procedure was also wasted in other sloppy or inaccurate work performed throughout the case?

Very truly yours,

A handwritten signature in black ink that reads "Fanette Pollack". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Fanette Pollack

From: Moore v Verizon Settlement Administrator <questions@verizonthirdpartybillingsettlement.com>
To: fanettep <fanettep@aol.com>
Subject: RE: prior claims for charges
Date: Wed, Jul 11, 2012 5:33 pm

Dear Fanette Pollack,

Thank you for your email.

We confirm receipt of your request. Verizon has been working on a process that will make it much easier for a person to review their charges and they want to implement that for the convenience of everyone concerned before they proceed. We thank you for your patience, and would remind you that everyone has until November 15th to file. Mailings will take place in plenty of time to meet that deadline.

If you should have any further questions please don't hesitate to call our toll free number, (877) 772-6219 or visit the website www.verizonthirdpartybillingsettlement.com.

Regards,

Moore v Verizon Settlement Administrator

From: fanettep@aol.com [mailto:fanettep@aol.com]
Sent: Sunday, July 01, 2012 1:26 PM
To: Moore v Verizon Settlement Administrator
Subject: prior claims for charges

To class counsel and settlement administrator:

Several weeks ago, I submitted via your web-site two requests for summary of third party charges on the case of Moore v. Verizon.

Neither request has been responded to.

I assume the attorneys are requesting attorneys' and other fees for their work on this case for the benefit of the class. If you do not submit the requested information to class members, you will have no basis for asking the court for fees.

Kindly respond.

Confirmation number F3UKZDII
and confirmation number VMNYOB00.

If you cannot locate these files, the account is the name of Fanette Pollack 544 First Street, Brooklyn NY 11215
718-788-3822.

Thank you.

EX. A

From: Verizon Services <verizon-services@verizon.com>
To: fanettep <fanettep@aol.com>
Subject: Summary of Third-Party Charges - Moore et al. v. Verizon et al., Case No. 09-cv-1823 SBA
Date: Fri, Jul 13, 2012 5:59 pm

Can't view this email properly? [Click here for the online version](#)



Attached is the summary of Third-Party charges that you requested in connection with the class action settlement in Moore et al., v. Verizon et al. (Case No. 09-cv-1823 SBA), United States District Court for the Northern District of California. Please do not respond to this e-mail. If you have questions about this summary, you may email the Claims Administrator at questions@verizonthirdpartybillingsettlement.com.

For detailed instructions on how to submit a claim under the settlement, please visit www.verizonthirdpartybillingsettlement.com/Filing.aspx. If you elect to submit a Full Claim, please note that you must submit this summary report indicating which charges you claim were unauthorized along with your completed claim form to the Settlement Administrator.

If the Settlement Administrator approves your claim, partially or in full, you will either receive a credit on your telephone bill, or payment by check mailed to the address that you provide on your claim form.

Note -
There is no attachment

EX. B

From: fanettep <fanettep@aol.com>
To: FANETTEP <FANETTEP@aol.com>
Subject: Fwd: Summary of Third-Party Charges - Moore et al. v. Verizon et al., Case No. 09-cv-1823 SBA
Date: Fri, Jul 13, 2012 9:36 pm

-----Original Message-----

From: fanettep <fanettep@aol.com>
To: questions <questions@verizonthirdpartybillingsettlement.com>
Sent: Fri, Jul 13, 2012 6:48 pm
Subject: Fwd: Summary of Third-Party Charges - Moore et al. v. Verizon et al., Case No. 09-cv-1823 SBA

I do not see an attachment with a summary of charges .

-----Original Message-----

From: Verizon Services <verizon-services@verizon.com>
To: fanettep <fanettep@aol.com>
Sent: Fri, Jul 13, 2012 5:59 pm
Subject: Summary of Third-Party Charges - Moore et al. v. Verizon et al., Case No. 09-cv-1823 SBA

Can't view this email properly? [Click here for the online version](#)



Attached is the summary of Third-Party charges that you requested in connection with the class action settlement in Moore et al., v. Verizon et al. (Case No. 09-cv-1823 SBA), United States District Court for the Northern District of California. Please do not respond to this e-mail. If you have questions about this summary, you may email the Claims Administrator at questions@verizonthirdpartybillingsettlement.com. For detailed instructions on how to submit a claim under the settlement, please visit www.verizonthirdpartybillingsettlement.com/Filing.aspx. If you elect to submit a Full Claim, please note that you must submit this summary report indicating which charges you claim were unauthorized along with your completed claim form to the Settlement Administrator. If the Settlement Administrator approves your claim, partially or in full, you will either receive a credit on your telephone bill, or payment by check mailed to the address that you provide on your claim form.

EX. C

EXHIBIT G-5

1 Darrell Palmer (SBN 125147)
darrell.palmer@palmerlegaltcam.com
2 Law Offices of Darrell Palmer PC
603 North Highway 101, Suite A
3 Solana Beach, California 92075
Telephone: (858) 792-5600
4 Facsimile: (858) 792-5655

5 Attorney for Objector Forrest Turkish

6
7 UNITED STATES DISTRICT COURT
8 NORTHER DISTRICT OF CALIFORNIA
9

10 DESIREE MOORE and KAREN JONES,
individually and on behalf of a class of similarly
11 situated individuals,

12 Plaintiffs,

13 vs.

14 VERIZON COMMUNICATIONS INC., a
Delaware corporation, VERIZON CALIFORNIA,
15 INC., a California corporation, VERIZON
CORPORATE SERVICES GROUP INC., a New
16 York corporation, VERIZON SERVICES CORP.,
17 a Delaware corporation, TELESECTOR
RESOURCES GROUP, a Delaware corporation,
18 VERIZON SERVICES OPERATIONS INC., a
Delaware corporation, VERIZON SERVICES
19 ORGANIZATION, INC., a Delaware corporation,
20 VERIZON CORPORATE SERVICES CORP., a
Delaware corporation, VERIZON DATA
21 SERVICES, INC., a Delaware corporation, and
22 DOES 1 through 25,

23 Defendants.
24

Case No. 4:09-cv-01823-SBA

**OBJECTIONS OF FORREST TURKISH TO
THE FINAL APPROVAL OF THE
PROPOSED SETTLEMENT AND NOTICE
OF INTENT TO APPEAR AT HEARING**

Date: September 25, 2012

Time: 1:00 p.m.

Judge: Hon. Sandra Brown Armstrong

25 Class member Forrest Turkish hereby objects to the final approval of the proposed settlement.

26 His Verizon telephone numbers end in 9321, 8866 and 9613 and his present address is in New Jersey.

27 He hereby gives notice of his counsel's intention to appear at the fairness hearing, under objection. All
28 communication regarding this objection should be directed to his attorney of record.

1 Forrest Turkish objects to the settlement on the following grounds:

- 2 1. The claims procedure contains unnecessary hurdles designed to minimize the amount paid
3 out by Verizon. While there is no defined amount to the common fund, there is no minimum
4 amount Verizon must disgorge.
- 5 2. The requirements that an objector or his counsel be present at the fairness hearing to preserve
6 a class member's right to appeal goes far beyond the language of Rule 23 and frustrates the
7 purpose behind allowing class members to object.
- 8 3. The Notice does not disclose that there is in fact a *cy pres* component to the settlement,
9 discussed in Section F, page 12 of the settlement. This failure to disclose this *cy pres*
10 component in the Notice smacks of unfairness in that the class members were not fairly
11 apprised of this aspect of the settlement. Further, while this settlement was negotiated prior
12 to the Ninth Circuit's decision in *Dennis v. Kellogg*, July 13, 2012, the *Dennis* decision
13 reveals that the *cy pres* component, as presently framed, does not meet Ninth Circuit
14 standards. This conclusion could have been anticipated, as the *Dennis* decision simply
15 clarifies existing law.

16 **I. THE CLAIMS PROCEDURE CONTAINS UNNECESSARY HURDLES TO**
17 **PROCESSING PAYMENTS TO CLASS MEMBERS**

18 While Turkish appreciates the offer to reimburse 100% of the improper third-party charges, he
19 does not understand the requirement of submitting documentation **provided by Verizon**: "You must
20 provide information or documentation from the summary of third party charges provided to you by
21 Verizon." Notice at section 10. It seems designed simply as a hurdle to reduce the number of claims,
22 since this information could be provided directly to the administrator by Verizon.

23 Even after Verizon provides a class member with a summary of the unauthorized charges,
24 Verizon is authorized to challenge the claimed amount, with the Settlement Administrator having the
25 final authority. Notice at section 11. Interestingly, the identity of the administrator is never disclosed.
26 Accordingly, it is unclear whether the Settlement Administrator is a disinterested third party, or if the
27 administrator is an arm of Verizon itself. This leaves a class member wondering whether his claim will
28 be handled fairly. The Notice does not provide this essential information and is therefore insufficient.

1 Ultimately, one is given no information regarding how much Verizon is expected to disgorge.
2 While there is no “cap,” there is also no floor. Perhaps there should be.

3 **II. THE REQUIREMENT THAT AN OBJECTOR APPEAR AT THE FAIRNESS**
4 **HEARING TO PRESERVE HIS RIGHT TO APPEAL UNDERMINES THE PURPOSES**
5 **OF RULE 23, IS CONTRARY TO LAW, AND MUST BE STRUCK**

6 Section 18 of the Notice contains the following objectionable language: “No appeal may be
7 taken from the approval of this Settlement unless the person appears in person or through counsel at the
8 Final Approval Hearing.” This requirement is patently objectionable in a nationwide settlement, and
9 prejudices class members who do not reside near Oakland, California.

10 Rule 23(e)(5) states that “Any class member may object to the proposal if it requires court
11 approval under this subdivision (e); the objection may be withdrawn only with the court’s approval.”
12 There is no language imposing a requirement that an objector be present at the fairness hearing. As
13 such, the language in the present Notice imposes unreasonable hurdles designed only to stymie the
14 RIGHT to object.

15 The requirement that an objector must appear at the fairness hearing to preserve the right to
16 appeal lacks any foundation or support at law and is clearly designed to chill objectors. Rule 23
17 describes class actions as representative suits, and therefore only the representatives need fulfill standing
18 requirements as plaintiffs or appellants. Rule 23(f), governing appeals, contains no provision that
19 objectors under (e)(5) must demonstrate their own standing requirements and appear “in person” at the
20 fairness hearing to pursue their appeal. In fact, to allow objectors to lodge objections in district court,
21 and then deny them the right to appeal an adverse decision turns principles of due process on their head:
22 one has the right to lodge an objection, but has no recourse if that objection is overruled. This result
23 makes the legislative right to object under (e)(5) hollow, and essentially meaningless if one has a right to
24 appear in court, but no right for redress of that decision.

25 Case law also respects the right to object. Chief Justice Rose Bird stated that “Class members
26 have a **due process interest** in expressing their own views to the courts.” *State of California v. Levi*
27 *Strauss & Co.*, 41 Cal.3d 460, 484 (1986)(C.J. Bird, concurring)(emphasis added). Having a right to
28 object, but not appeal does not square with this concept of due process.

1 Other case law interpreting Rule 23 underscores the fact that only the representative class
2 member need comply with procedural standing requirements to preserve the right to appeal:

3 Federal case law is clear that the question of standing in class actions involves the
4 standing of the class representative and not the class members. "Generally
5 standing in a class action is assessed solely with respect to class representatives,
6 not unnamed members of the class." (*In re General Motors Corporation Dex-
Cool Products Liability Litigation*, 241 F.R.D. 305, 310 (S.D.Ill. 2007); see 1
7 Newberg & Conte, *Newberg on Class Actions* (3d ed. 1992) §2.07, p. 2-41 ["the
8 standing issue focuses on whether the plaintiff is properly before the court, not
9 whether absent class members are properly before the court"].) . . . "If that court,
10 guided by the nature and purpose of the substantive law on which the plaintiffs
base their claims, properly applies Rule 23, then the certified class must
necessarily have standing **as an entity**." (*Vuyanich v. Republic National Bank of
Dallas*, 82 F.R.D. 420, 428 (N.D.Tex. 1979).

11 *In re Tobacco II Cases*, 46 Cal.4th 298, 318-19 (2009)(emphasis added). Interestingly, the
12 named representatives do not even need to appear at the fairness hearing to preserve their right to appeal.
13 Why, then, must an unnamed representative dissatisfied with the fairness of the settlement jump through
14 additional requirements not described by Rule 23? These additional hurdles must be struck for what
15 they are: a barrier to objectors who have a statutory and due process right to lodge objections when their
16 rights are being adjudicated and released. Accordingly, Turkish objects to this patently unfair
17 requirement not even imposed on named representatives.

18 **III. THE *CY PRES* COMPONENT OF THE SETTLEMENT WAS NOT ADEQUATELY
19 DISCLOSED TO THE CLASS, AND IS NOT SUFFICIENTLY DESCRIBED TO
20 WITHSTAND NINTH CIRCUIT SCRUTINY**

21 The class notice describes the benefits of the settlement, and yet omits an important component
22 of the settlement which typically must be described and disclosed to class members for approval: the *cy
pres* component. The settlement agreement references uncashed checks, which will be earmarked for an
23 unchosen, unnamed charity subject to agreement by the parties and approval by the Court. This
24 afterthought, which is a guaranteed event (uncashed checks), requires further development in the
25 settlement, disclosure to the class, and actual selection to ensure that the purposes for which the suit was
26 brought are fulfilled in the charitable selection. Although these principles have been developed in the
27 Ninth Circuit, as described in *Six Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301 (9th Cir.
28 1990), the most recent Ninth Circuit pronouncement fully clarifies that the charity must be identified in

1 the settlement agreement, and must align with the goals of the suit, rather than just be a nice charity. In
2 *Dennis v. Kellogg*, 2012 WL 2870128 (July 13, 2012), the court specifically struck down a *cy pres*
3 provision identical to the present one:

4 A *cy pres* award must be “guided by (1) the objectives of the underlying statutes
5 and (2) the interests of the silent class members,” *id.* at 1039, and must not
6 benefit a group “too remote from the plaintiff class,” *Six Mexican Workers*, 904
7 F.2d at 1308. . . . **Our concerns are not placated by the settlement provision**
8 **that the charities will be identified at a later date and approved by the court**
9 **– a decision from which the Objectors might again appeal. . . . The difficulty**
10 **here is that, by failing to identify the *cy pres* recipients, the parties have restricted**
11 **our ability to undertake the searching inquiry that our precedent requires. The *cy***
12 ***pres* problem present in this case is of the parties’ own making, and encouraging**
13 **multiple costly appeals by punting down the line our review of the settlement**
14 **agreement is no solution.**

15 *Dennis*, at *4, *6 (emphasis added). By failing to identify appropriate recipients, the settlement in front
16 of the Court suffers from the same deficiency struck by the *Dennis* court.

17 **IV. CONCLUSION**

18 For the foregoing reasons, objector Turkish prays that the Court:

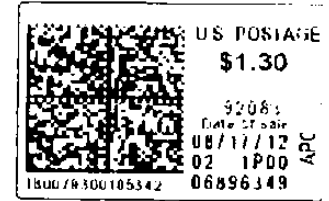
- 19 A. Sustain these objections;
- 20 B. Enter such Orders as are necessary and just to adjudicate these Objections and to alleviate the
21 inherent unfairness, inadequacies and unreasonableness of the proposed settlement; and
- 22 C. Award an incentive fee to this Objector for his service as unnamed Class Member in this
23 litigation.

24 LAW OFFICES OF DARRELL PALMER PC

25 

26 Dated: August 17, 2012

27 By: Joseph Darrell Palmer
28 Attorney for Objector Forrest Turkish



**From: LAW OFFICES OF DARRELL PALMER
603 N. HWY 101, SUITE A
SOLANA BEACH, CA 92075**

**MOORE V VERIZON
SETTLEMENT ADMINISTRATOR
PO BOX 4655
PORTLAND OR 97208**

EXHIBIT G-6

Ms. Irene Nelson
205B Boxwood Rd. #206
Annapolis, MD 21403-1150

July 23, 2012

Henry A. Weissmann, Esq.
3555 S. Grand Ave., 35th Fl.
Los Angeles, CA. 90071-1560

Re: Class Action Settlement Notice

Dear Esq. Weissmann:

I STRONGLY **OBJECT** To The
Settle Henry, CLASS COUNSEL'S request fees
and expenses (\$7,500,000) and or incentive
AWARDS (\$10,000 TOTAL).

I WANT WHAT IS BEST FOR ME (MONETARY).

Enclosure: **OMIT**
CLASS ACTION SETTLEMENT NOTICE
Photocopy

410-280-8641 Line (New Disconnected)
410-212 2710 Cell OR
433-254-7038 Cell

Sincerely,
Irene Nelson

EXHIBIT G-7

Elizabeth A. P...
4700 S. ...
Suffolk, VA 23434

8/17/12

Dear Sir,

In regards to Moore v. Veijon class
in case of the Moore v. Veijon
Settlement Administrator I am
informing of a request to extend
the decision declaration due to
competent circumstarical distressing
severe happenings. This request
is within the awareness of the
Final Approval Hearing on September 5, 2012
at the U.S. District Court, Northern
California, 1301 Clay Street, Oakland, CA
94612, Courtroom 1. Also, at this
time am notifying considerable objection
but not exclusion.

Thank you,

~~Elizabeth A. P...~~

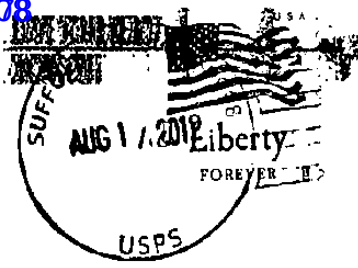
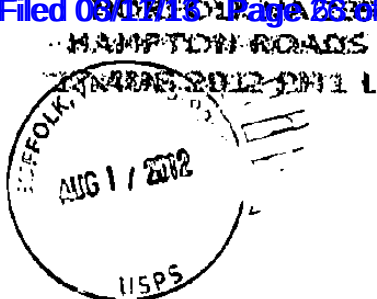
Last page of # 7200

Elizabeth Kirk - Private

4700 Schooner Blvd.

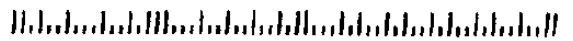
Suffolk, VA 23435

(6200 Emerets Rd.)
Suffolk, VA 23434



Moore V. Veinon Settlement Administrator
P.O. Box 4655
Portland, OR 97208-4655

37208+4655



Phone # 157-295-1281

EXHIBIT G-8

Wingetick - Pruitt
4710 Schooner Blvd.
Suffolk, VA 23434

8/17/12

Dear Sir,

In regards to Moore v. Veijon class
in case of the Moore v. Veijon
Settlement Administrator I am
informing of a request to extend
the decision declaration due to
competent circumstarical distressing
severe happenings. This request
is within the awareness of the
Final Approval Hearing on September 5, 2012
at the U.S. District Court, Northern
California, 1301 Clay Street, Oakland, CA
94612, Courtroom 1. Also, at this
time am notifying considerable objection
but not exclusion.

Thank you,

Wingetick - Pruitt

10st... 7200

EXHIBIT G-9

1 Steve A. Miller (CA Bar No. 171815)
Steve A. Miller, P.C.
2 1625 Larimer St., Suite 2905
Denver, CO 80202
3 Ph: 303-892-9933 Fax:303-892-8925
Email: sampc01@gmail.com
4 Attorney for Objector John J. Pentz, Jr.

5 **IN THE UNITED STATES DISTRICT COURT**
6 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
7 **OAKLAND DIVISION**

8 **DESIREE MOORE and KAREN JONES**
9 **individually and on behalf of a class of**
10 **similarly situated individuals,**

11 **Plaintiffs,**

12 **v.**

13 **VERIZON COMMUNICATIONS, et al.**

14 **Defendants.**

CASE NO. 4:09-cv-01823-SBA

Hon. Sandra Brown Armstrong

**OBJECTION TO CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES**

15
16 Class member John J. Pentz, Jr., 1 Highland Road, East Stroudsburg, PA 18301, hereby
17 objects to the proposed class action settlement and request for attorney's fees in this action.¹ Mr.
18 Pentz received notice of settlement in this case (copy attached), and requested a summary of his
19 third-party charges on June 28, 2012 (copy attached). To date, no such requested summary has
20 been received from any party. Objector Pentz has no reason to believe that his situation is
21 different from any other class member's, which means that very few class members will have the
22 information necessary to file claims, few claims will be filed, and little money will be paid out
23 by Verizon.
24

25
26 Accordingly, the \$7.5 million requested by Class Counsel as attorneys' fees is premature.
27 There is no common fund here to justify such a request as a percentage of some hypothetical
28

¹ The Verizon account telephone number was 570-421-6255.

1 figure of unauthorized charges during the class period. The settlement has been successful only
2 if those charges are actually refunded to class members. Any award of fees should await a final
3 accounting of claims filed and paid. This will give Class Counsel an incentive to ensure that
4 Verizon complies with its duties and provides an accounting of third-party charges to class
5 members.
6

7 In valuing the settlement, the Court should look to the actual claims rate. *See Yeagley v.*
8 *Wells Fargo & Co.*, 2008 U.S. Dist LEXIS 5040 (N.D. Cal. January 18, 2008)² (referring to
9 parties' valuation based on assumed 100% claims rate as "fiction" and "fantasy," and awarding
10 fee of 25% of claimed benefits).
11

12 Class counsel contend that the Court must consider the amount Wells Fargo could
13 have paid under the settlement in determining the common fund for the purpose
14 of attorney's fees. They argue that under the Ninth Circuit's decision in *Williams*
15 *v. MGM-Pathé Communications Co.*, 129 F.3d 1026 (9th Cir. 1997), the Court
16 must find that since all 3.8 million class members could have made a claim for a
17 free tri-merged credit report, the value of the recovery, that is, the common fund,
is at least \$114 million... *Williams* does not require this Court to adopt the fiction
that the settlement is worth \$114 million... *Williams*, in contrast, was a
settlement of a securities-fraud class action for \$4.5 million in cash...

18 Class counsel's \$114 million figure is pure fantasy. Counsel does not offer a
19 shred of evidence that suggests that the parties reasonably believed that Wells
20 Fargo would actually pay anything near that amount, and the Court finds that they
21 did not.... To award class counsel the same fee regardless of the claim
22 participation rate, that is, regardless of the enthusiasm of the class for the benefits
23 purportedly negotiated on their behalf, would reduce the incentive in future cases
24 for class counsel to create a settlement which actually addresses the needs of the
25 class. In this case, for example, the one percent claim rate demonstrates that the
26 brochure did not effectively educate the class members about the importance of
27 credit reports and monitoring their credit... Common sense dictates that a
reasonable fee in a class action settlement is a fee that takes into account the
actual results obtained.

28 ² Reversed on other grounds, 365 Fed. Appx. 886 (9th Cir. 2010)(holding that fee should have been set at lodestar amount because case was brought under fee-shifting statute, but not disturbing rule that percentage fee must be based on amount claimed).

1 *Id.* at *20-28. The court in *Yeagley* went on to award class counsel a fee of \$325,000, or 25% of
2 the value of claimed settlement benefits plus attorney's fees, a figure that was approximately
3 one-third of class counsel's claimed lodestar. *See also Managing Class Action Litigation: A*
4 *Pocket Guide for Judges*, Federal Judicial Center 2009.

5
6 Federal courts have generally followed the Federal Judicial Center guidelines and
7 endeavored to accurately value claims-made settlements when awarding attorney's fees. They
8 do not simply use the amount made available to the class when calculating a percentage
9 attorney's fee, but they wait for the claims to come in and calculate the fee based upon the
10 amount actually paid out to the class members. *See e.g., In re Compact Disc Minimum*
11 *Advertised Price Litig.*, 370 F. Supp. 2d 320 (D. Me. 2005) (awarding attorney's fees of 30% of
12 value of redeemed coupons, which was 30% of claimed lodestar). *See also In re Excess Value*
13 *Ins. Coverage Litig.*, 2005 U.S. Dist. LEXIS 45104 (SDNY 2006) at *28-33 (awarding class
14 counsel fees in the amount of 50% of vouchers redeemed, which was 35% of lodestar).
15
16

17 Recognizing that percentage of funds is the preferred method of assessing fees in
18 a settlement like this, with lodestar analysis providing only a check, I can
19 effectively gauge appropriate attorney fees only if I know the total value of the
20 settlement. But although I am satisfied that the coupon settlement has value to the
21 class, I am not confident of the redemption rate that has been projected and thus
22 of the settlement's total value. Therefore, I have determined to delay award of
23 attorney fees until experience shows how many vouchers are exercised and thus
24 how valuable the settlement really is.

25 *In re Compact Disc Minimum Advertised Price Antitrust Litig.*, 292 F. Supp. 2d 184, 189-90 (D.
26 Me. 2003) (Hornby, D.J.).

27 The percentage of Settlement approach cannot be reasonably employed at this
28 point because the Settlement's actual value to the Class is unclear and cannot
accurately be assessed until the rate at which Class Members redeem UPS
Vouchers is known... "Particularly where the common benefits are in the form of
discounts, coupons, options or declaratory or injunctive relief, estimates of the
value or even the existence of a common fund may be unreliable, rendering
application of any percentage-of-recovery approach inappropriate. Where there is

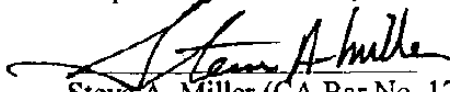
1 no secondary market for coupon redemption, the judge can conclude that the
2 stated value of the coupons ... does not provide a sufficiently firm foundation to
support a fee award..."

3 *In re Excess Value Ins. Coverage Litig.*, 2004 U.S. Dist. LEXIS 14822 (S.D.N.Y. 2004) at *58
4 (quoting Manual for Complex Litigation § 14.121).
5

6 **NOTICE OF INTENT TO APPEAR AT FAIRNESS HEARING**

7
8 Class Member Pentz intends to appear at the Fairness Hearing scheduled for September
9 25, 2012 through his undersigned counsel.

10
11 Respectfully Submitted,

12 

13 Steve A. Miller (CA Bar No. 171815)
14 Steve A. Miller, P.C.
15 1625 Larimer St., Suite 2905
16 Denver, CO 80202
17 Telephone: 303-892-9933
18 Facsimile: 303-892-8925
19 Email: sampc01@gmail.com

20 **CERTIFICATE OF SERVICE**

21 The undersigned certifies that on August 16, 2012 a true copy of the foregoing was filed
22 with the Clerk of the Court using CM/ECF and as a result has been served on all counsel of
23 record and he mailed a true copy of the foregoing document by First Class US Mail to the
24 following:

25 John G. Jacobs
26 122 S. Michigan Ave., Suite 1850
27 Chicago, IL 60603

28 Henry A. Weissman
355 Grand Ave., 35th floor
Los Angeles, CA 90071-1560

Moore v Verizon Settlement Administrator
PO Box 4655
Portland, OR 97208-4655


Steve A. Miller

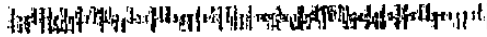
Verizon Third Party Billing Settlement
Class Action Settlement Administrator
310 Epic Systems
Moore & Verizon, Case No. CV-09-1823 SBA
PO Box 4655
Portland, OR 97208-4655
www.verizonthirdpartybillingsettlement.com
1-877-772-4249

RECORDED
FIRST CLASS MAIL
AUTO
U.S. POSTAGE
PAID
PORTLAND, OR
PERMIT NO. 2852

See back of envelope for return address. This is not a return address. The return address is on the envelope.



907187034062



JOHN J PENIZ JR
1 HIGHLAND RD
E STRAUSSBURG PA 18301-2301

AS-IS
Document
Control

67725
80
142

Verizon Third Party Billing Settlement
Moore et al. v. Verizon et al.
Class of Verizon Members
United States District Court for the Southern District of California

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Request a Free Summary of Third-Party Charges You Were Billed

Introduction

Thank you for your request. We are summarizing all Third-Party Charges that you have been billed during the Class Period and will be emailed to you at the email address you provided us approximately 45 days.

Your card number is: **7720VTRB**.

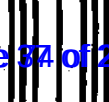
[Print Confirmation \(New\)](#)

If you have multiple Verizon accounts (members and/or assigned PSNs) and wish to submit a request for a bill summary for all your accounts without having to enter all of your contact information, please click "Submit a Request to Another Account Number (PSN) Below." If you have multiple accounts under PSNs, you may also contact Class Counsel at 877-833-8888 to request a summary of all Third-Party Charges for these accounts.

[Submit Request for Another Account Number \(PSN\)](#)

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LAW OFFICES



STEVE A. MILLER, P. C.

THE BARCLAY, NO. 2908

1625 LARIMER STREET

DENVER, COLORADO 80202-1539

\$0.65
US POSTAGE
FIRST-CLASS
FROM 80202
AUG 16 2012
stamps.com



062S0000413323



Moore v. Verizon Settlement Adminis
PO Box 4655
Portland OR 97208-4655



EXHIBIT G-10

169 Danbury Drive
Cheektowaga, New York 14225-2002
(716) 836- 1264
(310) 746 – 7738
Email:

or

pherry65@hotmail.com
rentova2009@gmail.com

2 August 2012

Moore v. Verizon Settlement Administrator,
PO Box 4655,
Portland, OR 97208-4655

Dear Sir or Madam:

Verizon Account 716 836 1264 180 26 5

In re Verizon Class Action lawsuit. I object to the settlement. Settlement administrators have not given us, senior citizens, a timely or reasonable period to discern whether or not to opt in to the class action.

I am writing to express hurt, to stop the hurt, to prevent the hurt from occurring again, to increase communication, and improve the relationship I have with Verizon Class Action attorneys.

I am a resident of New York State.

I am a potential party to the Verizon Class action suit.

In late June, I called the provided number by Verizon Class Action attorneys to gain a summary of Third Party billing charges. We followed the instructions completely. Six weeks later, we have not received a form to submit to learn of our summary.

We are Senior Citizens, and we would like to have adequate time to reason whether or not it is in our best interest to be included in the class action.

Later in June, we filled out the form online, to gain a Summary form to better make this informed, reasoned decision. We heard nothing back. It has been over one month.

Lastly, in July, we filled out a form online again, got a ticket number again (though a much later one, we presume). We have yet to receive a form, to learn of our Third Party billing summary. We would like to make an informed decision.

In sum, we are senior citizens. We suffer from certain ailments, have many doctor's appointments, and would like to have more time than the court initially afforded in order to decide whether to opt in or out of the class action suit.


Class Counsel will ask the Court to approve payment of \$7,500,000 to them for attorneys' fees and expenses. This is certainly enough compensation for the four firms selected by the court to respond in a

reasonable time period. Six weeks, and five weeks, is certainly a reasonable enough time, in our humble estimation, to respond to the true sufferers of these over charges.

We reserve the right to ask the United States District Court for the Northern District of California to extend the deadline and / or to sanction the alleged honorable attorneys and their staff for not responding to us and other potential class action participants in a timely and reasonable manner. After all, the Attorneys have email, internet, cell phones, blackberries, computers, faxes, telephones, and the like, at their disposal. We, the humble potential plaintiffs, have only a phone, and public library access to email.

Please increase communication and improve the relationship in an expeditious manner in the approaching week. You may reach ourselves, or my son, Brian Fix, at the above information. Thank you.

Sincerely,



Joseph and Betty Fix



AUG 2012 PM 3 L

169 DANTSBURY DRIVE
CHEEK TOWAGA, N.Y. 14225-2002

MOORE V. VERIZON SETTLEMENT ADMIN.
P.O. Box 4655
PORTLAND, OR 97208-4655

57208465555



EXHIBIT G-11

169 Danbury Drive
Cheektowaga, NY 14225-2—2
Email: phenry65@hotmail.com
Telephone: 716.836.1264
Cell phone of son, Brian Fix: 310.746.7738
In re: Verizon Account: 7168361264180265

8/16/2012 17:18:33 PM

Clerk of the Court at 1301 Clay Street, St. 400 S., Oakland, CA 94612

CC: John G. Jacobs at 122 S. Michigan Ave., Suite 1850, Chicago, IL 60603 (Plaintiffs' Counsel)

Bcc: Henry A. Weissmann, 355 S. Grand, Ave., 35th Fl., Los Angeles, CA. 90071-1560 (Verizon's counsel)

Bcc: Moore v. Verizon Settlement Administrator, PO Box 4655, Portland, OR 97208-4655

Dear Honorable Court and relevant counsel:

I am writing to object to the Settlement in Moore v. Verizon, Case No. CV 09-1823 SBA. My name is Joseph Fix, my wife Betty, my son Brian, and other sons and daughters not listed here. My current address is 169 Danbury Drive, Cheektowaga, New York 14225, my current telephone number is 716-836-1264, my Verizon telephone number is the same: area code 716, 836-1264. My signature is below. My primary reasons for objection are below. My factual and legal support to my objection is below. I reserve the right to enter further factual and legal information, as it becomes available to me. I shall do so in a timely manner. I intend to appear at the Final Approval Hearing. I will appear through my son, Brian Fix, or legal counsel, as provided at a later date.

Reasons for Objection to the Settlement:

I respectfully object to the settlement. I and my family are forced into this settlement. We are egregiously under informed. We are under duress to enter into present class action. We argue the terms are unconscionable. Unconscionability, duress, and other adverse bargaining conditions are due to a lack of response by Verizon and inability to influence Verizon by honorable counsel to class action. We appreciate the effort put in by honorable plaintiffs counsel. Still, Verizon and Plaintiffs' attorneys have not fully informed us as to our summary of all Third Party Charges for which we were billed. We have requested said information many, many times since June of 2012. We have never received a reply, even when promised by plaintiff counsel. We cannot make a fully informed decision. We cannot make a reasoned decision, that capable of being made by a reasonable man, without such information, as to, inter al., whether to opt in or opt out of present class action. It is now less than 24 hours before objection must be filed or not. We appreciate the efforts made by Plaintiff's counsel, but still must hold our objection. Indeed, one of the 'Benefits of class action is facilitation and receiving Summary of Third Party Charges, as stated on Administrator's website, below. This benefit has not been delivered.

We first placed our request for a Free Summary of all Third Party Charges, as instructed by Verizon and/or Counsel for the Plaintiffs in June 2012. We heard nothing back from both Verizon and Counsel. We reapplied for summary in July, via the internet site and/or email provided by Plaintiffs' counsel and Verizon. We heard nothing. We

applied a third time, and received a 2nd confirmation on or about July 15th, 2012, we received an email from the provided website, detailing that our confirmation number is: MSKXEHB1. The email pledged that "(Y)our summary of all Third-Party Charges that you have been billed during the Class Period will be emailed to you at the email address you provided in approximately 14 days. This means a summary would arrive via email on or about July 29th. No notice arrived. We received a second confirmation: confirmation number is: ULYRWP3T. We heard nothing. We called counsel for Plaintiffs on August 8th, 2012, requesting clarification, and possibly expediting Summary of Third Party Charges. This information would help us, Plaintiffs, make an informed decision on whether or not to opt in to Class action. We heard nothing. On August 9th, we received an email from counsel for the Plaintiffs: In that email, counsel wrote: "We were told that, by today or early next week, your summary will be emailed to you, or you will receive an explanation for why it was not emailed to you." This would mean a Summary would arrive on August 9th, 13th, or 14th. I interpret 'early next week' to mean Monday or Tuesday. Yet, even by Wednesday, August 15th, we heard nothing. We received neither a Summary (requested in mid to late June) nor an explanation. On Thursday, August 16, 2012, 2 pm EST, we received a call from Verizon Third Party Settlement. The call lasted more than ten minutes. No summary was produced, provided, or shared. No explanation as to the delay was provided.

Plaintiffs Joseph Fix, Betty Fix, and children will provide telephone, internet, and telephone records upon request.

Plaintiffs have at least one son and one daughter well versed enough in the law, and with contacts enough in the legal field, to make reasonable attempts to handle this case on our own. However, Verizon and, perhaps unintentionally, counsel to plaintiffs have provided numerous obstructions to obtaining said information. Verizon is especially guilty in this regard, providing unnecessary delays and breaking pledges to plaintiffs, including the strong likelihood of numerous other plaintiffs, and even pledges to counsel.

Telephone information provided by class counsel and Verizon is as follows:

"To help identify unauthorized Third-Party Charges for which you were billed during the Class Period and decide whether to submit a Flat or Full Payment Claim, you can request a free summary of all Third-Party Charges for which you were billed, by clicking here or calling 1-877-772-6219."

We have called this telephone number numerous times, beginning in mid to late June and extending through August 16, 2012. We have awaited email with Summary until 17:25 pm, 8.16.2012. Accessed but no responses.

Web page design: As the web pages were designed

[https://www.verizonthirdpartybillingsettlement.com/\(S\(vnh13rzcb0ajdi5sss5uqye\)\)/default.aspx](https://www.verizonthirdpartybillingsettlement.com/(S(vnh13rzcb0ajdi5sss5uqye))/default.aspx)

And [https://www.verizonthirdpartybillingsettlement.com/\(S\(2t0vn1bbit3yz1jwem0dybqg\)\)/FAQ.aspx](https://www.verizonthirdpartybillingsettlement.com/(S(2t0vn1bbit3yz1jwem0dybqg))/FAQ.aspx) accessed on June 19th, July 15th, August 16th, 17: 16, and numerous other dates, it is confusing and difficult to trace for the common plaintiff. The default web site shows only one page, replete with incentives for plaintiffs to choose one settlement or another, but not to object or comment. There are two hypertext links under a heading advantageous to counsel: "Submit a Claim Form", which precedes all others. These links lead plaintiffs to choose one settlement or another. There are no links on this default page to include objections or comments. Additionally, the third heading, two below the enticing "Submit a Claim Form", is headlined "Comment" Only in parentheses is there a subtitle that suggests "including Object". In fact, it provides disincentives to comment or go hearing. One must delve deep into details on a dependent page for that process, whereas the first two links are all about signing up with the four assigned attorney firms.

Buried deep on the secondary, dependent page, at offer #18, is the instruction that I "like or don't like the settlement". Opting out did not even make the top ten. It is offered at #14, beneath a blur of blue hypertext links that serve the counsel to Plaintiffs very well.

The settlement pledges that "Verizon will provide you, free of charge, a summary of all of the Third-Party Charges that you were billed from April 27, 2005 through February 28, 2012." As I and my family were customers during this entire seven year period, there is a strong likelihood that our Third Party Billing Charges were in excess of the \$40 flat fee offered by plaintiff's counsel. Indeed, on the same web page, counsel is quoted: "Class counsel contends that some class members may have a claim for hundreds of dollars or more." But Verizon and class counsel have made it difficult to discern in a timely manner if we are one of these fortunate 'hundreds of dollars' plaintiffs. If so, we may be better off filing outside of the present class action, Settlement in Moore v. Verizon, Case No. CV 09 – 1823 SBA. Again, we have access to some pretty knowledgeable legal persons. For example, our daughter has worked for a single law firm continuously for two decades, and in the field for nearly thirty years. But, without compliance from Verizon, how can the reasonable man assess whether to file independently, or opt in to the present class action? And, if Verizon can bluff, bluster, and delay a major law firm appointed by the court (which it did, in the case of the Honorable Attorney David Schachman, DAVID SCHACHMAN & ASSOCIATES, P.C., 122 South Michigan Avenue, Suite 1850, Chicago, Illinois 60603, Telephone: (877) 593-2088, how much more easily can the seemingly non-contrite Verizon put off our daughter, son, and others in our relatively less influential legal circles.

For the reasons above and related reasons, I object to the settlement

in advance, I petition for good cause to not appear in person. I and my wife are Senior Citizens and reside in New York State. We understand the Final Approval Hearing will be held in Northern California. Our son may be able to serve as proxy and advocate on our behalf. I ask that he may have the right to speak at the Final Approval Hearing.

[https://www.verizonthirdpartybillingsettlement.com/\(S\(2t0vn1bbit3yz1jwem0dybqa\)\)/FAQ.aspx](https://www.verizonthirdpartybillingsettlement.com/(S(2t0vn1bbit3yz1jwem0dybqa))/FAQ.aspx), accessed on 16th August 2012, states that: "Mail the objection, postmarked no later than August 17, 2012 ...". We have complied with this due date.

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

Sincerely,

Joseph Fix, Betty Fix, and family

Date: 8/16/2012 5:15:31 PM

169 DANISURY DR.
CHEEK TOWNSHIP, NY 14225

NEW BRIDGE CALIFORNIA
15 JUL 2012 PM 2:4



MOORE V. VERIZON SETTLEMENT
ADMINISTRATOR

P.O. BOX 4655
PORTLAND, OR 97208-4655

97208465555



EXHIBIT G-12

169 Danbury Drive
Cheektowaga, NY 14225-3112
Email: pHenry65@hotmail.com
Telephone: 716.836.1264
In re: Verizon Account: 7168361264180265

8/16/2012 17:18:33 PM

Clerk of the Court at 1301 Clay Street, St. 400 S., Oakland, CA 94612

CC: John G. Jacobs at 122 S. Michigan Ave., Suite 1850, Chicago, IL 60603 (Plaintiffs' Counsel)

Bcc: Henry A. Weissmann, 355 S. Grand, Ave., 35th Fl., Los Angeles, CA. 90071-1560 (Verizon's counsel)

Bcc: Moore v. Verizon Settlement Administrator, PO Box 4655, Portland, OR 97208-4655

Dear Honorable Court and relevant counsel:

I am writing to object to the Settlement in Moore v. Verizon, Case No. CV 09-1823 SBA. My name is Joseph Fix, my wife Betty, my son Brian, and other sons and daughters not listed here. My current address is 169 Danbury Drive, Cheektowaga, New York 14225, my current telephone number is 716-836-1264, my Verizon telephone number is the same: area code 716, 836-1264. My signature is below. My primary reasons for objection are below. My factual and legal support to my objection is below. I reserve the right to enter further factual and legal information, as it becomes available to me. I shall do so in a timely manner. I intend to appear at the Final Approval Hearing. I will appear through my son, Brian Fix, or legal counsel, as provided at a later date.

Reasons for Objection to the Settlement:

I respectfully object to the settlement. I and my family are forced into this settlement. We are egregiously under informed. We are under duress to enter into present class action. We argue the terms are unconscionable. Unconscionability, duress, and other adverse bargaining conditions are due to a lack of response by Verizon and inability to influence Verizon by honorable counsel to class action. We appreciate the effort put in by honorable plaintiffs counsel. Still, Verizon and Plaintiffs' attorneys have not fully informed us as to our summary of all Third Party Charges for which we were billed. We have requested said information many, many times since June of 2012. We have never received a reply, even when promised by plaintiff counsel. We cannot make a fully informed decision. We cannot make a reasoned decision, that capable of being made by a reasonable man, without such information, as to, inter al., whether to opt in or opt out of present class action. It is now less than 24 hours before objection must be filed or not. We appreciate the efforts made by Plaintiff's counsel, but still must hold our objection. Indeed, one of the 'Benefits of class action is facilitation and receiving Summary of Third Party Charges, as stated on Administrator's website, below. This benefit has not been delivered.

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([https://www.verizonthirdpartybillingsettlement.com/\(S\(vnh13rzc0aidl5sss5uaye\)\)/default.aspx](https://www.verizonthirdpartybillingsettlement.com/(S(vnh13rzc0aidl5sss5uaye))/default.aspx))

And ([https://www.verizonthirdpartybillingsettlement.com/\(S\(2t0vn1bb1t3yz1jwem0dybqg\)\)/FAQ.aspx](https://www.verizonthirdpartybillingsettlement.com/(S(2t0vn1bb1t3yz1jwem0dybqg))/FAQ.aspx)) accessed on June 19th, July 15th, August 16th, 17: 16, and numerous other dates, it is confusing and difficult to trace for the common plaintiff. The default web site shows only one page, replete with incentives for plaintiffs to choose one settlement or another, but not to object or comment. There are two hypertext links under a heading advantageous to counsel: "Submit a Claim Form", which precedes all others. These links lead plaintiffs to choose one settlement or another. There are no links on this default page to include objections or comments. Additionally, the third heading, two below the enticing "Submit a Claim Form", is headlined "Comment" Only in parentheses is there a subtitle that suggests "including Object". In fact, it provides disincentives to comment or go hearing. One must delve deep into details on a dependent page for that process, whereas the first two links are all about signing up with the four assigned attorney firms.

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For the reasons above and related reasons, I object to the settlement

In advance, I petition for good cause to not appear in person. I and my wife are Senior Citizens and reside in New York State. We understand the Final Approval Hearing will be held in Northern California. Our son may be able to serve as proxy and advocate on our behalf. I ask that he may have the right to speak at the Final Approval Hearing.

[https://www.verizonthirdpartybillingsettlement.com/\(S\(2t0vn1bbit3yz1jwem0dybqa\)\)/FAQ.aspx](https://www.verizonthirdpartybillingsettlement.com/(S(2t0vn1bbit3yz1jwem0dybqa))/FAQ.aspx), accessed on 16th August 2012, states that: "Mail the objection, postmarked no later than August 17, 2012 ...". As postmark indicates, we have complied with this due date.

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

Sincerely,

Joseph Fix, Betty Fix, and family
Jf/bf

Date: 8/16/2012 5:15:31 PM

EXHIBIT G-13

Melissa Brown
715 Cardinal Rd. Unit 120
Caldwell, TX 77836
May 21, 2013

Clerk of the Court
1301 Clay St. 400 S
Oakland, CA 94612

Please file this document with the case number given below.

John G. Jacobs, Esq.
55 West Monroe Street, Suite 2970
Chicago IL 60603

Henry A. Weissmann
355 S. Grand Ave., 35th Fl
Los Angeles CA 90071-1560

Verizon Third Party Billing Settlement
Class Action Settlement Administrator
P.O. Box 4655
Portland OR 97208-4655

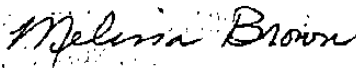
RE: Moore v Verizon, Case No. CV-09-1823 SBA
Verizon Third Party Billing Class Action Settlement
Objection to Counsels Request for Attorney Fees and Expenses and incentive awards

Greetings:

I am a class member and object to the settlement. Specifically I object to the amount of fees and incentive requested. I have no objection to reasonable expenses or reasonable compensation for counsels' time and efforts. Seven million, five hundred is outrageously excessive. The incentives seem redundant as they will be compensated for successfully settling the class action. They are not an injured party, yet they intend to reap much more than the class members will get.

I am sending a signed copy of this document to all of you. My current phone number is (979) 272-6735. This is also the number which makes me a class member.

Sincerely,



Melissa Brown
Class Member, Group 3
Verizon Account: 10 5496 2854164653 09
mmbrownTX@gmail.com



Melissa Brown
Unit 120
715 Cardinal Rd.
Caldwell, TX 77836-4057

DALLAS TX 752
20 MAY 2013 PM 5 L



Verizon Third Party Billing Settlement
Class Action Settlement Administrator
P.O. Box 4655
Portland OR 97208-4655

97208465555



EXHIBIT G-14

Melissa Brown
715 Cardinal Rd. Unit 120
Caldwell, TX 77836
May 21, 2013

Clerk of the Court
1301 Clay St. 400 S
Oakland, CA 94612

Please file this document with the case number given below.

John G. Jacobs, Esq.
55 West Monroe Street, Suite 2970
Chicago IL 60603

Henry A. Weissmann
355 S. Grand Ave., 35th Fl
Los Angeles CA 90071-1560

Verizon Third Party Billing Settlement
Class Action Settlement Administrator
P.O. Box 4655
Portland OR 97208-4655

RE: Moore v Verizon, Case No. CV-09-1823 SBA
Verizon Third Party Billing Class Action Settlement
Objection to Counsels Request for Attorney Fees and Expenses and incentive awards

Greetings:

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I am sending a signed copy of this document to all of you. My current phone number is (979) 272-6735. This is also the number which makes me a class member.

Sincerely,

Melissa Brown

Melissa Brown
Class Member, Group 3
Verizon Account: 10 5496 2854164653 09

mmbrown tx@gmail.com

EXHIBIT G-15



Patrick Rudd
44 Arch St.
Providence, RI 02907-2310

PROVIDENCE RI 029

24 MAY 2012 PM 3 L



Send Money Love
With a Stamp
On Stamps

*Foreign Council
Henry W. Wasserman
355 S. Grand Ave
Los Angeles Cal*

90071331E1

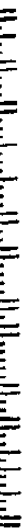


EXHIBIT G-16

LAW OFFICES OF WILLIAM R. WEINSTEIN

199 Main Street, 4th Floor
White Plains, New York 10601
Tel: (914) 997-2205
Fax: (646) 448-8215
E-Mail: wrrw@wweinsteinlaw.com

August 16, 2012

BY PRIORITY MAIL

Clerk of the Court
U.S. District Court for the
Northern District of California
1301 Clay Street
Suite 400 S.
Oakland, CA 94612

Re: Moore v. Verizon Communications Inc., No. 4:09-cv-01823-SBA, Objections of Mark Drozdov to Proposed Class Action Settlement – For Manual Filing

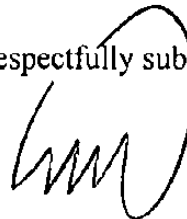
To Whom It May Concern:

Enclosed for manual filing in the above-captioned action is the August 16, 2012 Objections of Mark Drozdov to Proposed Class Action Settlement, with exhibits. The Certificate of Service attached at the end of the document states that the document has been served on the parties required under the terms of the proposed settlement by Priority Mail.

Additionally enclosed is the cover page for the document, which I request you file-stamp and return to me in the enclosed self-addressed, stamped envelope.

Should you have any questions, I can be contacted at 914.997.2205. Thank you in advance for your assistance.

Respectfully submitted,



William R. Weinstein

encl.

cc: Plaintiffs' Counsel, Verizon Counsel (w/encl.)

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DESIREE MOORE and KAREN JONES,	)	Case No. 4:09-cv-01823-SBA
individually and on behalf of a class of)	
similarly situated individuals,	)	<u>CLASS ACTION</u>
)	
Plaintiffs,	)	OBJECTIONS OF MARK
	)	DROZDOV TO PROPOSED
v.	)	CLASS ACTION SETTLEMENT
)	
VERIZON COMMUNICATIONS INC.,)	
et al.,	)	Hon. Sandra Brown Armstrong
)	
Defendants.)	

Class Member Mark Drozdov (“Drozdov”), by his undersigned attorneys, respectfully submits his objections to the proposed settlement of the above-captioned class action.¹ Drozdov’s counsel intends to appear at the Final Approval Hearing and present argument in support of Drozdov’s objections.

SUMMARY OF OBJECTIONS

The proposed settlement suffers from multiple, material defects that preclude its final approval by the Court as fair, reasonable and adequate. These defects are briefly summarized as follows:

I. The notice is inadequate to satisfy the requirements of due process. It fails to advise individual class members either of their total or their specific individual third party charges so they can meaningfully evaluate their potential total benefit from the settlement, and even fails to tell them which phone line or lines are the ones identified by Verizon as the basis

¹ Drozdov received emails from Verizon Services dated June 26, 2012 and July 3, 2012 providing Drozdov with notice of the proposed settlement and advising him that he was a member of the proposed settlement class based on data in Verizon’s records. A copy of the June 26, 2012 notice is annexed as Exhibit A hereto.

for sending them notice so that class members can easily determine as an initial matter whether they think it worth their while to proceed with the claims process. Nor does the notice or any of the other linked documents on the settlement website advise class members of the identity of all of the different Third Party “providers” so that class members can easily determine as an initial matter whether they may have actually authorized charges or should proceed with the claims process.

Of equal or greater importance, the notice and the other linked documents identified and made available on the settlement website *nowhere* advise class members of the total amount of third party charges establishing the potential individual and joint and several liability of Verizon and the other defendants, or the total amount of benefits projected to be paid out to class members under the settlement claims process -- both of which are necessary for class members to fairly evaluate the results achieved. Nor does the notice contain any meaningful discussion of the issues and defenses required under Fed. R. Civ. P. 23(c)(2)(b)(iii), which is particularly important in light of the Court’s September 10, 2010 decision on defendant’s motion to dismiss and is thus relevant to the defendants potential liability for damages at trial. *See I, infra.*

II. The proposed relief is unfair, unreasonable and inadequate.

A. Presumably by intent, and undeniably by effect, the manual claim mechanism is unfairly and unreasonably burdensome, and will ensure that only a *de minimis* percentage of the agreed settlement benefits will actually have to be paid by Verizon to the class in exchange for a potentially *multi-billion dollar* release – even for the subclass(es) of class members whose entitlement to refunds can be confirmed by the facts and data in the databases of Verizon and the other defendants. *See II(A), infra.*

B. Verizon's profit share of the \$670 million total Third Party charges it billed and/or collected -- estimated by Drozdov's counsel at between \$100 million and \$200 million and earned whether or not the related services were legitimate or bogus or authorized or used -- is the result of its indisputable role as the hub and facilitator of the enterprise which could not have existed or wrongfully profited without its essential participation. Yet under the proposed settlement Verizon will get a release worth as much as \$2 billion to it for the costs of notice and administration of the proposed settlement, the *de minimis* (and lacking any minimum) amount of claims filed, and the attorneys' fees and expenses ultimately approved by the Court. Thus, Verizon should be required to disgorge a material percentage of the millions of dollars of profit it obtained in connection with its role, and thereby create a genuine settlement fund for broad distribution to the members of the class regardless of whether or not they authorized or received the services Verizon billed them for. *See II(B), infra.*

C. The injunctive relief is inadequate because Verizon -- the party best situated and with the necessary computer systems already in place to efficiently, contemporaneously and effectively advise all class members and future customers of potential Third Party charges before they are billed -- is excluded from any direct responsibility for advising its customers of the newly-added Third Party Charges. Additionally, the injunctive relief expires after an unreasonably short period of time. *See II(C), infra.*

III. The fairness, reasonableness and adequacy of the requested attorney's fees cannot be fully evaluated by class members or the Court until sufficient detail about the actual nature and timing of the work performed, and before the actual settlement benefits can be quantified, but based on the limited lodestar information provided by class counsel the fees appear to be potentially excessive.

BACKGROUND AND RELEVANT EXPERIENCE OF DROZDOV'S COUNSEL

Drozdov's lead counsel in connection with his objection is William R. Weinstein, principal of Law Offices of William R. Weinstein. Weinstein has substantial experience in class actions, including securities and consumer class actions, and over the past ten years has prosecuted a number of class actions involving bogus and misleading charges and other deceptive practices against Verizon, Verizon Wireless and other consumer telecommunications service providers, including Sprint and AT&T/Cingular Wireless. *See, e.g., Schatz v. Cellco P'shp d/b/a Verizon Wireless*, 2012 WL 423316 (S.D.N.Y. Jan. 31, 2012); *Litman v. Cellco P'shp d/b/a Verizon Wireless*, 655 F.3d 225 (3d Cir. 2011); *Shroyer v. New Cingular Wireless Services, Inc.*, 606 F.3d 658 (9th Cir. 2010); *Emilio v. Sprint Spectrum L.P.*, 2008 WL 4865050 (S.D.N.Y. Nov. 6, 2008), *aff'd*, 315 Fed. Appx. 322 (2d Cir. Mar. 12, 2009); *Opperman v. Verizon Wireless*, No. BC326764 (Ca. Sup. Ct. L.A. County 2006); *In re Verizon Three Way Calling Litig.*, No. 603484-01 (Supreme Ct. N.Y. County). *See* www.wweinsteinlaw.com.

Working with Weinstein in connection with Drozdov's objection is Michael Levine. In addition to being a lawyer, Levine has many years of experience in the Information Technology field, specializing in the design and implementation of databases, and in the use of databases to support business reporting and analysis. Levine has worked in the development of complex computer applications since the mid-1980's, and has specialized in database design, analysis and use since 1998, including providing services concerning databases to a number of Fortune 500 companies. Levine has assisted Weinstein in connection with the development of several complex class member databases, generating detailed damage calculations as well as other relevant class member information from the available electronic records for the purpose of potential or actual settlement of class actions.

Although in connection with class action settlements Weinstein always tries to maximize the percentage of benefits to actual damages potentially available to each individual class member, he is equally committed to the use of the settlement process to maximize the total distribution of settlement benefits to all class members where appropriate. For example, in *Lan v. Ludrof*, 2008 WL 763763 (W.D. Pa Mar. 21, 2008), by rejecting the requirement for a claim form in connection with a \$5.234 million settlement of claims arising out of a tender offer for minority shares of Erie Family Life Insurance Company. Because the necessary data was available in the relevant defendant databases, the settlement ultimately resulted in the distribution more than 99.3% of the total Net Settlement Fund to all possible class members, who each received 100% of their damages as computed under the settlement, with the remainder of the Net Settlement Fund going to the agreed-upon charity.

Furthermore, working with Levine in connection with class action settlements involving the rigorous development of class databases incorporating the necessary available computer data regarding the computation of damages in combination with appropriate “class member friendly” claims mechanisms, Weinstein has been able to achieve substantial distributions of available settlement funds under the settlement both in terms of percentage of damages and percentage of class members. For example, in the settlement in *Kitamura & Landa v. Trump Parc Condominium, et al.*, No. 603562-2008 (N.Y. Sup. Ct. New York County), the settlement resulted in the distribution of 100% of the possible damages extending back to 1994 plus additional interest to the 40% of all class members who were entitled to and filed claims, with the remainder of the Net Settlement Fund going to the agreed-upon charities. And in *Emilio v. Robison Oil Corp.*, No. 1412-2003 (N.Y. Sup. Ct. Westchester County) the settlement will provide for the distribution of approximately 74% of the total damages provable at trial plus

additional interest to the 48% of all class members entitled to and filing claims. Weinstein and Levine also recently developed a class member database in connection with the certification and/or settlement of a line item surcharge telecommunications class action involving several million class members and a class period extending over seven years.

DROZDOV'S OBJECTIONS TO THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE PROPOSED SETTLEMENT

I. The Notice is Inadequate To Satisfy Due Process Because It Fails To Include The Information Necessary For Class Members To Evaluate The Fairness, Reasonableness And Adequacy Of The Settlement Either Individually Or To The Class As A Whole

A. Inadequate Notice Regarding an Individual Class Member's Potential Benefits

Despite the fact that the information is readily available to Verizon, and thus was or should have been obtained by class counsel in connection with the discharge of their fiduciary duties the class, the notice fails to advise individual class members either of their total or their specific individual Third Party Charges so they can meaningfully evaluate their own potential benefits from the settlement. Furthermore, the notice even fails to tell class members which phone line or lines are the ones identified by Verizon as the basis for sending them notice, thus requiring class members like Drozdov with multiple lines to conduct searches of all their phone bills for all their lines to try to locate the charges that Verizon has identified as the basis for their class membership. Unless the class members have retained all bills going back during the entirety of the seven year class period (highly unlikely) and are able to find charges which plaintiffs alleged in their Second Amended Complaint were unlikely to be noticed in the first place by many (really most) class members (Docket #101 ["Complaint"], ¶59), the notice as

provided requires each class member to engage in a proverbial “snipe hunt” to try to determine on their own what settlement benefits they might reasonably expect.²

Compounding that difficulty, nowhere does the notice or any of the other linked documents on the settlement website advise class members of the actual identity of all of the different Third Party entities purportedly providing the goods and services charged for, to enable class members to more easily determine as an initial matter whether they may have actually authorized charges or should proceed with the claims process, and so that the possibility of name recognition will enable class members to more easily remember whether they ever contracted with a Third Party “provider” for goods or services. Instead, the notice only includes a cursory description of examples: “voicemail, email, fax, web page services (design, hosting or marketing), yellow page services, diet plans, identity protection and others.” See Exhibit A hereto (Drozdov June 26, 2012 Notice). In fact, the list of Third Party “providers” could and should provide an explicit list of those Third Party “providers” who Verizon terminated or suspended prior to the Settlement because of fraudulent and deceptive or other improper billing practices, as well as those who were not terminated or suspended but had a substantial complaint rate also indicating impropriety. The individual notice to class members also could and should be amended to expressly advise individual class members whether they were subject to such known fraudulent or otherwise improper charges, and the amounts of such charges.³

² The notice actually suggests that the fact that “the summary of all Third Party Charges that Verizon will provide to [class members] for free” constitutes some sort of material benefit to the Class. See also Fee and Expense Motion (Docket #123, p.2 n.1). The suggestion that Verizon should be able to charge class members for this list of potentially fraudulent, deceptive and other Third Party Charges for which Verizon had no express authority from the class members to impose in the first place, where Verizon has the information and data which should already have been compiled as part of the class list, and when Verizon will receive a potential multi-billion dollar release if the settlement is finally approved, is outrageous.

³ For example, although the class has not been advised of it, the parties stipulated to an amended form of Final Order and Judgment after the Federal Trade Commission (“FTC”) filed papers to enjoin the parties to the
(. . . footnote continued next page)

Assuming *arguendo* the omitted Third Party Charge information has not already been compiled by Verizon in connection with the class list, the reasons are obvious: providing the information would create more work and costs for Verizon, and its inclusion in the notice can only serve to increase the claims rate. Such short-cuts cannot be justified in light of the potential multi-billion release from class members Verizon hopes to obtain. *See also* II(A), *infra*.

B. Inadequate Notice Regarding Total Potential Defendant Liability and Likely Benefits Actually Paid to Class Members under Proposed Claims Process

Nowhere do the settlement notice or the other linked documents on the settlement website advise class members of the total amount of Third Party Charges establishing the potential separate and joint and several liability of Verizon and the other defendants, or the total amount of damages that might be recoverable if the case if the case went to trial. By digging through the motion papers accessible on the PACER docket (something few class members are registered for or know how to do), Drozdov's counsel was able to locate representations in the Fee and Expense Motion (Docket #123, p.4, *citing* Jacobs Fee Declaration ¶4) that "[t]here were some **\$670 million in third-party charges paid by class members during the relevant period.**" Class members obviously would find that information *highly* material – indeed, necessary to evaluate the fairness, reasonableness and adequacy of the settlement.

proposed settlement in this case from taking any actions which would interfere with the judgment the FTC previously obtained in a different case in connection with the fraudulent practices of one the Third Party "providers," Inc21.com, *et al.* – including interfering by releasing any of the claims because of the failure to file claims by class members in this action. *See* Docket ## 122-1, 122-2, 124. The FTC papers state that Verizon actually terminated the Third Party billing privileges. *See* Docket 122-1 at 2.

For whatever reason, the copy of the Settlement Agreement filed with the Court and made available for review on the settlement website (Docket #94-1) omits as an exhibit the proposed Final Judgment identified in the Agreement itself as Exhibit B (Settlement Agreement, p.5 ¶2) – which is highly unusual in the experience of Drozdov's counsel, and actually constitutes another inadequacy in the notice, as class members are not provided with the full Settlement Agreement or with ready access to the proposed final judgment to be entered against them in connection with the settlement if approved. *See* Settlement Agreement, pages 56-57 of 86. Nor has the settlement website been updated to provide access to the proposed amendments to the Final Order and Judgment.

But Verizon's exposure and the potential damages aren't limited to that astronomical figure. The notice and other linked website papers also fail to clearly advise class members that this Court, in its September 10, 2010 decision, sustained a substantial part of plaintiff's First Amended Complaint, including the RICO allegations – a holding Drozdov's counsel believes is entirely correct in light of the clear existence of a RICO enterprise for which Verizon is not only the hub but the essential participant without whom the Third Party Charges could never have been billed and collected in the massive volumes disclosed. *See Moore v. Verizon Commc'ns Inc.*, 2010 WL 3619877 (N.D. Cal. Sept. 10, 2010). In light of this holding, Verizon's potential liability is joint and several, with damages potentially trebled – viz., **as much as \$2 billion**. *See* 18 U.S.C. § 1964(c) (treble damages); *OKI Semiconductor Co. v. Wells Fargo Bank, N.A.*, 298 F.3d 768, 775 (9th Cir. 2002) (potential joint and several liability for § 1962(d) RICO conspiracy claim). The failure to clearly disclose this information to the class strongly suggests it was being hidden by the parties. The omission is further compounded by the fact that the notice and other linked website papers also fail to provide any meaningful discussion of the claims, issues and defenses in the case as required under Fed. R. Civ. P. 23(c)(2)(B)(iii), including the issues already decided by the Court's 2010 decision – a decision which no doubt was a material driver for Verizon to seek a negotiated resolution by settlement.

Additionally, nowhere do the notice and other linked website papers – or any other papers of which Drozdov's counsel is presently aware – disclose how much of the \$670 million was the profit cut Verizon took for its billing and collection of the Third Party Charges that could serve as a basis for Verizon's damages on a separate basis. A comparison between these profits and the amounts Verizon will be required to expend under the settlement would be highly

material to a class member in assessing the adequacy of the settlement. As plaintiffs allege in the

Complaint:

4. Verizon is by no means an innocent conduit in the matter of third-party billing, merely billing on behalf of third parties and passing the collected money on to the third parties. Instead, Verizon is a full joint venturer with the third-party providers and the billing aggregators involved in this system, keeping for itself a substantial portion of the amounts billed and collected for these third-party services, running in the millions of dollars annually.

38. Verizon is compensated for its billing and collection services by retaining substantial portions of the amounts so billed and collected, typically based upon a percentage of the billing revenue. Verizon typically purchases the accounts receivable from the billing aggregators and other billers, bills and collects from its customers and then through a system of allowances and refunds, effectively remits to the billing aggregators and other billers the amount of the collected sums minus its cut.⁴

Finally, nowhere are class members advised of a projected or estimated claims rate, which is particularly important because the settlement as presently proposed does not create a separate settlement fund or any minimum payment to all class members by Verizon, only a possible payout of refunds based on the number of claims. However, the claims rates in consumer class actions involving refunds of small amounts of money can be notoriously low, and Verizon surely knows what claims rates it has experienced in other comparable consumer class action settlements which can serve as a guide post for what Verizon truly believes it will have to pay out in this case. As Judge Posner stated in another context, “only a lunatic or fanatic sues for \$30.” *Carnegie v. Household Finance Int’l, Inc.*, 376 F.3d 656, 661 (7th Cir. 2004).

⁴ The Senate Report on Cramming included as Exhibit 4 to the Preliminary Approval Motion (Docket #91-4, at 18 of 51) estimates that 300 million third party charges totaling \$2 billion or more are imposed industry-wide each year, thus resulting in an average charge of approximately \$6.67. Furthermore, the Senate Report includes representations from Verizon’s Assistant General Counsel that Verizon “receives a flat fee of between \$1 and \$2 per charge.” *Id.* Assuming an average charge of \$6.67, then the \$670 million of revenues represented by class counsel is comprised of approximately 100 million transactions billed by Verizon, resulting in Verizon revenues of between \$100 million and \$200 million – or between 15% and 30% of the total charges billed. In other words, Verizon is the single greatest profiteer from the wrongful conduct. This additional information is highly relevant to evaluating the adequacy of the settlement.

Unfortunately, much the same can be true in connection with claims in consumer class action settlements involving small amounts of refunds – particularly when class members aren't even told how much their own individual refund might be as part of the notice they are provided.⁵

As Judge Walker aptly stated in his unpublished order denying preliminary approval of a class action settlement for reasons including, *inter alia*, inadequate notice in *Martin v. FedEx Ground Package System Inc.*, No. 06-6883 (VRW), Slip Op. at 19 (N.D. Cal. Jul. 8, 2008) (Docket #62):

The proposed notice does not, however, explain the class claims adequately, as required by FRCP 23(c)(2)(B)(iii). As noted above, the notice does not describe the basis for counsel's estimate of class damages nor does it inform class members of the total damages that might be recoverable if the case went to trial. In addition, the notice fails to provide any estimate of how much a typical class member might receive under the settlement. The notice merely informs the plaintiffs that the maximum settlement value is \$8,125,000 and notes that this will be reduced by attorney fees and other costs, but it provides no other information that would allow class members to evaluate the quality of the proposed settlement.

The notice in the case is substantially more deficient than in *Martin*, for all of the reasons described at length herein.

⁵ In *Emilio v. Sprint Spectrum L.P.*, *supra*, for which Weinstein was lead counsel, the class was alleged to involve millions of New York Sprint customers with charges relating to a single allegedly deceptive New York State-related surcharge estimated to exceed \$100 million. Sprint attempted to settle out the claims as part of the settlement of a nationwide class action which sought to extinguish claims involving a host of larger federal surcharges, in addition to the improperly included state surcharge at issue in *Emilio*. At oral argument in the Second Circuit, counsel for Sprint represented that Sprint had paid out claims to New York residents in connection with the nationwide settlement totaling *only* \$85,000.

Similarly, last week Judge Whyte issued an Order with respect to the settlement of the *Apple iPhone 4* class action stating that from a class estimated at between 15 and 27 million members, only 44,000 claims were filed. See *In re Apple iPhone 4 Prods. Liab. Litig.*, No. 5:10-md-02188-RMW, Slip Op. at 2 (N.D. Cal. Aug. 10, 2012).

II. The Proposed Relief Is Unfair, Unreasonable And Inadequate

A. The Claims Procedure Is Unreasonably and Unfairly Burdensome to All Class Members, and Will Result in the Failure to Pay Settlement Benefits to a Substantial Number of Class Members Whose Entitlement to Payment Is Fully Confirmed by the Data and Information In Verizon's Possession

1. The Requirement to Independently Request a Summary of Charges in Order to be Fully Compensated Is an Unnecessary and Unfair Impediment to Obtaining Full Compensation Under the Settlement

As noted in I(A), *supra*, the notice provided to class members in this case is inadequate because it fails to advise individual class members either of their total or their specific individual Third Party Charges so they can meaningfully evaluate their potential total benefit from the settlement -- despite the fact that the information is readily available in Verizon's records if it is not already included in the class list Verizon prepared in connection with the dissemination of the settlement notice.

The claim mechanism unfairly and unreasonably compounds the inadequacy of the notice by requiring class members to independently request from Verizon a summary of Third Party Charges in order to determine whether they are entitled to claim a potential refund of more than \$40 dollars – *i.e.*, the full refund amount they are actually entitled to claim under the terms of the Settlement. Furthermore, even though the summary information in the possession of Verizon is now being provided by Verizon (but only to those who request it), the class member is still required to attach a copy of the summary with the paper or email claim submission – once the summary is actually received.⁶ It is clear that this hurdle is a needless and unfair impediment intended to reduce both the total number of claims filed and the number of claims filed for more than \$40: first, the class member is deprived of the necessary information to evaluate the

⁶ Drozdov made several requests for the summaries on July 23, 2012, but as of August 10, 2012 none had been received. He is now out of the country for a period extending beyond the August 17, 2012 deadline for objections.

potential claim, and then after requesting it the class member is required to give back what Verizon gave the class member.

Conversely, the failure to request the summary of charges will result in one of two outcomes: (i) undercompensation to class members with Third Party Charges exceeding \$40; and (ii) overcompensation to class members with Third Party Charges less than \$40. Indeed, even if a class member requests a summary of charges and discovers that the charges are less than \$40, the class member is still entitled to be overcompensated. Thus, class members with smaller claims are treated *better* than class members with larger claims because of the requirement for a summary request, which is unfair discrimination, particularly when providing the summary is touted by class counsel as being “free of charge.” *See Note 2, supra.*

Finally, Drozdov’s counsel is unable to discern from the settlement papers how class counsel arrived at the \$40 figure as the cutoff for requiring the summary of charges, but it appears to be both arbitrary and artificially low, and thus its basis should be disclosed to class members. Although the settlement notice and other linked documents on the settlement website fail to advise class members how many class members there actually are, Drozdov’s counsel was able to locate representations in the Fee and Expense Motion (Docket #123, p. 4, *citing Jacobs Fee Declaration ¶ 4*) that the number is 7.7 million. Using this number and the \$670 million total Third Party Charges also disclosed in the fee motion means that the average claim per class member is \$87, substantially more than the \$40 apparently arbitrarily used in the settlement.⁷

⁷ In the notice, class counsel represent the following to the class:

It is not possible to tell how much each class member is entitled to receive under the Full Payment Claim option without getting the summary of all Third-Party Charges that Verizon will provide to you, for free, as described in the next paragraph, as part of this Settlement. Some class members may have a claim for less than \$40. Class counsel contends that some class members may have a claim for hundreds of dollars or more.

(. . . footnote continued next page)

2. The Claims Process Is Unnecessary and Unfair For a Substantial Number of Class Members Whom Verizon Knows Did Not Authorize Their Third Party Charges and Did Not Receive Refunds

As with other class actions, to justify the claims process in this case, Verizon is trying to exploit what the Complaint (¶55) describes as “plausible deniability” – Verizon’s “I know nothing”/“head in the sand” purported lack of any specific knowledge of wrongdoing to create an “ambiguity” providing it with purported justification for requiring a separate claim form from every member of the class. In addition to each class member’s total and specific individual Third Party Charges, the information and computer data unquestionably possessed by Verizon and generated and analyzed and used by Verizon in connection with the original billing and collection of the Third Party Charges renders redundant and unnecessary the information Verizon is unfairly demanding in the claim form for a substantial number of class members:

(i) Verizon knows or can determine from its available data and information – and class counsel should know if they do not -- which of the Third Party “providers” Verizon terminated or suspended for improper practices, and thus knows that these charges for these “providers” were unauthorized. *See also* Note 3, *supra*. Thus, Verizon has no legitimate need for a statement to that effect on a claim form from a class member.

(ii) Verizon knows or can determine from its available data and information – and class counsel should know if they do not -- which services of which Third Party “providers” were entirely duplicative of the same services Verizon was already providing class members. For example, plaintiff Moore was already receiving long distance service from Verizon when Verizon billed her for purported Third Party “enhanced long distance” services (Complaint ¶¶ 71-73). Similarly, plaintiff Jones was already receiving voicemail services from Verizon when Verizon billed her for purported Third Party voicemail services. It is

These representations are misleading at best, if not false. It is inconceivable that class counsel does not and cannot know what the total and specific Third Party Charges are for each class member, because as noted throughout, that information is available in Verizon’s customer databases, and is or should be included in the class list compiled by Verizon for the purpose of disseminating notice to the class. Furthermore, the implication that class counsel cannot be sure whether some class members have claims less than \$40 (“Some class members *may* have a claim for less than \$40”) (emphasis added), or that the existence of class members with claims for hundreds of dollars or more is only a “contention” of class counsel, is either misleading or confirms the existence of a serious problem in connection with what class counsel did in connection with their confirmatory discovery to independently determine the fairness and adequacy of the settlement.

inconceivable that a class member would knowingly and intentionally authorize payments for completely unnecessary and redundant services from a different provider (Complaint ¶¶ 71-73).

(iii) Verizon knows or can determine from its available data and information – and class counsel should know if they do not -- which customers complained and which Third Party “providers” they complained about, as well as the ratio of those complaints to the total customers being billed for each “Third Party “provider” to statistically analyze the total fraudulent and misleading charges for each such “provider.” Thus, Verizon has no legitimate need for a statement regarding authorization of the charges from such affected class members.

(iv) Verizon knows from its available data and information – and class counsel should know if they do not -- which class members who were billed these indisputably bogus Third Party Charges received refunds of credits to their bills during the class period, and Verizon knows from the related data why the credits were issued. At a minimum, Verizon cannot rely on the possibility of a Verizon refund credit for those class members who never received one. So the information requested in the claim forms is also redundant for these class members.

(v) Verizon either knows from its available data and information or could know with the appropriate inquiry – as could and should class counsel – which Third Party “providers” were the subject of class actions involving refunds or may have otherwise issued refunds to any class members. The issuance of such refunds by the Third Party “providers” were no doubt integrated into the calculations Verizon used to determine the allowances and refunds it paid to the aggregators and Third Party “providers” as described in ¶38 of the Complaint. Furthermore, Verizon itself is required to obtain that information in connection with any challenge to a claim it may lodge under the challenge procedures included at pages 10-11 of the Settlement Agreement. Thus, the purpose of the claim form is solely to substantially limit the extent of its obligation to determine the propriety of the claims submitted.

If this case had been settled during or after class certification, all of this electronic discovery data and information would have been required to be produced for analysis of precisely these types of criteria relevant to the propriety of certification -- assuming class counsel was in a position to actually use and analyze it after requesting it. And if the proposed settlement is not approved, the information will have to be developed anyway in connection with subsequent class certification proceedings. Thus, if the data and information have not already

been collected, then neither Verizon nor class counsel could object to being required to compile it in order to facilitate the claims process and assure the widest distribution of promised settlement benefits to class members. The same is true with respect to the data regarding the total and specific individual Third Party Charges that should have been included in the notice.

Verizon and other consumer class action defendants are trying to rely on an unnecessarily burdensome and unfair 20th Century claim method to deal with a 21st Century settlement. The claims process as designed and agreed to in the proposed settlement uses a blunderbuss approach rather than an approach that differentiates among different “classes” of customers with distinctly different data characteristics who are entitled to have their benefits distributed under methods tailored to their objectively determinable circumstances.

Even assuming *arguendo* Verizon should be entitled to rely on the ambiguity created by its “plausible deniability” and therefore insist on the use the claim form to avoid having to compensate a large percentage of the class members, the settlement can and should narrow its reach. The existence and availability of the necessary data can make this and other class action settlements what they can now be but often are not – vehicles to maximize the distribution of material benefits to as large a percentage of the members of the class as is reasonably practicable.

B. The Settlement Relief Is Inadequate Because It Fails To Require Verizon To Disgorge Any Material Minimum Amount Or Percentage Of The Millions Of Dollars Of Profit It Obtained In Connection With Its Role As The Facilitator Of The Wrongdoing

As stated in I(B), *supra*, nowhere do the notice and other linked website papers – or any other papers of which Drozdov’s counsel is presently aware – disclose how much of the \$670 million was the profit cut Verizon took for its billing and collection of the Third Party Charges which might serve as a basis for Verizon’s damages on an individual basis – although Drozdov’s

counsel estimates those profits at between \$100 million and \$200 million. *See* Note 4, *supra*. In any event, there can be no serious dispute that Verizon profited by many millions of dollars in fees as its share of the estimated \$670 million total Third Party charges it billed and/or collected -- regardless of whether or not the related services were legitimate or bogus or authorized or used. Verizon indisputably is the hub and facilitator of the enterprise which could not have existed or wrongfully profited without its essential participation.

Yet under the settlement Verizon will get a release worth as much as \$2 billion to it for the costs of notice and administration of the proposed settlement, the *de minimis* amount of claims filed, and the attorneys' fees and expenses ultimately approved by the Court. In light of the frequently abysmal claim rates in these consumer settlements, including in the *Sprint* and *Apple iPhone 4* cases described in Note 5, *supra*, it is extremely possible that Verizon will end up having to come out of pocket less than \$20 million dollars -- less than 3% of the \$670 million Third Party Charges quantified by class counsel in their fee papers, and only 1% of its possible RICO treble liability of in excess of \$2 billion. There is no legitimate justification for allowing Verizon to receive a release valued at between 38 and 100 times its settlement related out-of-pocket expenditures.

The only possible justification for discounts of this magnitude are litigation risks that make it overwhelmingly unlikely plaintiffs ultimately will succeed on the merits. As already noted in I(A), *supra*, the Court's 2010 decision sustaining the majority of the First Amended Complaint (including the RICO claims providing for treble damages and joint and several liability) was a substantial hurdle in plaintiffs' prosecution of the case, and no doubt was a material driver for Verizon to settle -- although the notice contains inadequate information about the decision and the claims, issues and defenses in the litigation required by Fed. R. Civ. P.

23(c)(2)(B)(iii). For the record, the facts alleged obviously support the existence of a RICO enterprise with Verizon as the hub and essential facilitator of the enterprise's wrongdoing, particularly in light of its huge share of the total revenues collected.

That leaves the risk of class certification. Class certification concededly always presents some risk in class actions, though some cases are more readily certifiable than others. Many class certification issues can be fixed by more narrowly defining the class, or through the use of appropriate subclasses. In plaintiffs' papers in support of the settlement, there is a cursory discussion of the risks of class certification, with several representations, without substantial citation to authority, to the effect that "the industry (telephone companies, aggregators and third-party providers) . . . almost always defeats class certification." *E.g.*, Jacobs Decl. in Support of Preliminary Approval, ¶3. But this description is lacking in the candor necessary to prevent it from being overstatement.

As an initial matter, this case seems to be a strong vehicle for injunctive relief under Fed. R. Civ. P. 23(b). The injunction clearly would benefit not only present class members but all future customers of Verizon, and thus presents an issue of the propriety of injunctive relief that stands on its own. There is no discussion that Drozdov's counsel is aware of regarding the propriety of Rule 23(b) certification in plaintiffs' papers in support of the settlement.

Furthermore, regarding the existence of favorable authority under Rule 23(b)(3), when Drozdov's counsel performed a basic internet search of legal documents on Google Scholar (scholar.google.com) using the search terms "cramming and 'class certification,'" the *first* decision identified was the decision of the U.S. Court of Appeals for the Sixth Circuit in *Beattie v. CenturyTel, Inc.*, 511 F.3d 554 (6th Cir. 2007), in which the Sixth Circuit affirmed the certification of a "cramming" class under certain federal communications statutes. More

importantly, the Sixth Circuit rejected essentially the same argument by defendants there as here – that individual issue regarding whether individuals authorized the charges predominate. Rather, the Sixth Circuit held that the issue of the defendant’s liability to “the class as a whole” was the issue that predominated, and not the issue of individual damages to individual class members. *Id.* at 564-66. Again, this was the first case located from an elemental Google search. And the seventh case listed in the search *also* upheld class certification in another cramming case. *Stammco, LLC V. United Tel. Of Ohio*, 2011 Ohio 6503 (Ct. App. 6th Dist. 2011), *appeal granted*, 132 Ohio St. 3d 1425 (June 20, 2012).

The issue in this case, the liability of Verizon and the other defendants in the RICO enterprise “to the class as a whole” would readily be subject to determination through the same use of discovery, including data analyses, statistical sampling and expert testimony, as any antitrust or securities fraud class action, which are litigated without any specific facts as to any individual class members, whose entitlement to damages are highly fact specific. Except that here, it would be even stronger, because Verizon has all of the necessary facts regarding the Third Party Charges on its own database.

Indeed, the very exhibits cited to and filed with plaintiffs’ motion for preliminary approval – none of which were made available on the settlement website -- confirm that statistical sampling could be effectively and reliably used to measure Verizon’s liability to the class as a whole: Exhibit 5, the FCC website graphic regarding “cramming” (Docket # 91-5), includes the following sobering statistic developed by the FCC based on statistics developed during its own investigation (and prominently cited in the Preliminary Approval Motion, at p. 3): “In two Commission investigations of cramming, involving approximately 36,000 consumers billed for a product on their telephone bills, only 0.1% of the consumers had actually used the

product.” Furthermore, and more importantly, the statement on the same page of the Preliminary Approval Motion taken from the same Exhibit 5 FCC website graphic -- that “[o]nly 1 out of 20 victims of cramming is aware of the crammed charges” -- is based on the expert statistical study and analysis of Howard Marylander prepared on behalf of the FTC in another cramming action in the Northern District of California involving Inc21.com, the same defendant that was the subject of the FTC’s motion for judicial notice recently filed in this action. *See FTC v. Inc21.com*, No. 3:10-cv-00022-WHA (N.D. Cal.), Docket #123-37 (Marylander statistical analysis expert report); *see also* Docket ##122, 122-1 and 124 in this case (FTC motion and resulting stipulation amending form of proposed Final Order and Judgment).

According to the declaration of the settlement mediator, Judge Weinstein (Docket #91-2, at ¶12), this case presents an “all or nothing” scenario. Yet under the settlement, the class gets relatively nothing in relation to Verizon’s total potential liability to the class as a whole, and Verizon gets it all. Or more precisely, the class gets an estimated 1-3%, as opposed to Verizon, who gets from 97-99% of its best possible result at trial – despite the fact that it too is subject to enormous risks of continued litigation. Yet here, the same types of statistical analysis utilized by the FTC and FCC could be used for many, or most of the Third Party “providers,” including but not limited to the ones that Verizon already terminated or suspended for improper practices. And if necessary, subclasses could be used as to the specific “providers” to ensure that those people receive the refunds they indisputably are entitled to.

Thus, unless Verizon is required to disgorge a material percentage of the hundreds of millions of dollars of profit it obtained in connection with its role as the principal facilitator of the wrongful Third Party practices for distribution “to the class as a whole,” the settlement should not be approved as fair, reasonable and adequate. The settlement should require the

creation of a genuine settlement fund from the profits obtained by Verizon for its billing and collection functions facilitating the fraudulent enterprise regardless of whether or not individuals authorized the charges, which would then be available for broad distribution to the members of the class regardless of whether they authorized the services.⁸

C. The Injunctive Relief Is Inadequate Because It Does Not Require Contemporaneous Contact By Verizon With Its Customers Regarding Third Party Charges, And Is Too Short

The injunctive relief provided under the settlement does provides some relief for the benefit of the class and all Verizon customers going forward, and class counsel deserve to be compensated for it. Nevertheless, the injunctive relief is materially inadequate because it excludes Verizon from the process of advising customers about newly-implemented Third Party Charges before they are actually billed, even though Verizon is the party best situated to efficiently and effectively ensure that class members have the earliest opportunity possible to stop improper and unauthorized charges.

Verizon profits from the first billed and collected Third Party Charge, so it has every incentive to slow down the process by which customers learn of the charges – particularly when it is likely that only a small percentage will notice them in the bill anyway. Furthermore, Verizon is the *only* party who actually knows about every charge from every aggregator and Third Party ‘provider.’ Yet under the proposed settlement, it is the web of Aggregators who are responsible for providing the contemporaneous confirmation notice of the new Third Party Charges – *although no maximum number of days for providing that notice is specified in the*

⁸ There is no evidence that Drozdov is aware of that the Verizon customers being billed for Third Party Charges were ever advised that the actual costs of those goods or services were actually substantially less than the billed amount, and that Verizon and the Aggregators were actually taking large cuts before remitting the balance to the Third Party “providers” – this balance is really the actual amount paid for whatever was purportedly being provided.

Settlement Agreement. See Settlement Agreement, Section II(7), p. 16. Similarly, it is the Aggregators rather than Verizon who are responsible for notifying those customers “who have been billed by the Third-Party Service Provider in the most recent month prior to termination” about the termination of the Third Party “provider.” See Settlement Agreement, Section II(8), pp. 16-17.

In fact, Verizon already has in place the total system necessary to easily and contemporaneously notify customers of any change in service, including newly-added and terminated Third Party Charges. Attached as Exhibit B hereto is a copy of the electronic notice Weinstein recently received on August 6, 2012 about a minor change in service on August 4, 2012 to one of his personal wireless telephone lines. Attached as Exhibit C hereto is a copy of an October 19, 2011 mailed notice from Verizon to Weinstein regarding an October 19, 2011 change in service to his office “landline.” These notices are computer generated and are intended to be sent and received as soon as possible immediately after and contemporaneous with the change in service and its related charges.

A notice from Verizon in a Verizon “envelope” and on Verizon letterhead will be delivered more quickly, and is much more likely to be read, than a letter from an Aggregator. Indeed, most customers probably have no idea who or what the Aggregator is, and not seeing a Verizon envelope and letterhead will make it substantially more likely the notice is not read at all – even if it does reference Verizon on the envelope.

The injunctive relief is also objectionable because it releases Verizon from its obligations under the agreement only two years after the Effective Date of the settlement, regardless of whether the implementation of the relief has been proven to be effective or ineffective. Simply stated, what happens after two years? Is Verizon free to resume its normal practices which were

the essential facilitation of the wrongdoing? Under the agreement, the injunctive relief stops before it really gets going. In the absence of some major justification, the relief should last at least three years, and then be subject to a determination that it has effectively reduced the massive problems engendered by Verizon's Third Party Charge practices.⁹

The injunctive relief cannot be considered adequate when it intentionally adopts a mechanism which is certain to be less effective than the mechanism already in place at Verizon for dealing with the exact same type of changes in service and related charges. Nor can it be considered adequate when it expires before it barely gets started, and without any monitoring mechanism on behalf of Verizon's customers.

III. The Attorneys' Fee Request Cannot Be Decided Without Sufficient Additional Information

Drozdov's counsel litigate class actions, and always want to earn the largest fee, including a multiplier when appropriate, that is fair in light of the amount of time reasonably expended and the results achieved. And Drozdov's counsel believe that class counsel in all cases successfully resolved are entitled to the same.

Unfortunately, the papers filed in the action to date provide insufficient information and detail for Drozdov to definitively determine whether the amount applied for is fair and reasonable. Although none of the fee approval papers are specifically linked for access on the settlement website, a review of the filed papers shows the description of work to be too cursory to confirm that the \$3.55 million of time incurred as described in the fee motion (Docket #123, at 10). Furthermore, the general information lacks sufficient detail for the Court to perform the

⁹ To the best of Drozdov's knowledge, the Settlement Agreement does not provide for any responsibility by class counsel to monitor or review or be provided with information regarding the effectiveness of the injunctive relief, or a mechanism for class counsel to petition the court if the relief is not being complied with.

analysis it must to decide the application. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 943-45 (9th Cir. 2011).

For the record, the complaints filed by plaintiffs in the action are extremely well-researched and obviously the product of substantial legal and factual investigation, and set out the allegations in an extremely persuasive fashion – the Court’s September 10, 2010 decision sustaining the most important claims confirms its high quality. Furthermore, though not adequate for the reasons set out in II(C), *supra*, the injunctive relief provides what seems to be a good framework for the actions necessary for the Third Party Charge industry to self-regulate – but only so long as the victims of its improprieties are given the best opportunity at the earliest possible time to contribute to the reduction of the problem. And there is no doubt that class counsel will have to expend substantial additional time in connection with the administration of the settlement if approved, however it finally is structured.

Nevertheless, and without the benefit of the detailed time records, \$3.55 million seems pretty high for a case involving the preparation of the excellent complaint, successful opposition to the motion to dismiss, discovery involving 150,000 pages of documents (really not a lot, relatively speaking) and miscellaneous data compilations and analyses prepared by Verizon, the mediation and related briefing and preparation, and the presumably extensive negotiations and drafting of the settlement papers. But no definitive conclusion can be reached by Drozdov or the Court without more.

Additionally, the benefits of the settlement do not include a settlement fund or minimum distribution amount for the class as a whole. Thus, the benefits cannot be quantified until all claims are received and preliminarily administered after the prescribed claim filing deadline – which deadline occurs after the currently scheduled date for the Final Approval Hearing.

IV. If The Court Credits Drozdov's Objections And Denies Final Approval, Then Drozdov's Counsel Requests That They Be Appointed By The Court To Participate In The Implementation Of The Changes Necessary To Render The Settlement Fair, Adequate And Reasonable

As noted, *supra*, Drozdov's counsel have substantial experience in complex database techniques necessary to locate, compile, organize and analyze the available data in the context of the terms of the specific settlement, including the creation of a proper class list with the necessary information to ensure that the class benefits are distributed as widely as possible to the class. Thus, if the Court credits Drozdov's objections regarding these issues, Drozdov's counsel respectfully requests that they be appointed by the Court to participate in the implementation of the changes necessary to make the settlement fair, reasonable and adequate.

V. In Any Event, The Court Should Withhold Approval Of The Settlement And Fee Application Until The Benefits Actually Provided To The Class Can Be Quantified

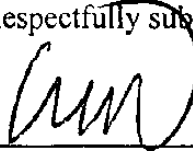
The issue of the amount of settlement benefits actually provided to the class, and its impact on the fairness and adequacy of the settlement and the reasonableness of the attorneys' fees applied for, is discussed extensively throughout Drozdov's objections. Drozdov respectfully submits that those issues cannot be properly decided until those settlement benefits can be accurately quantified.

CONCLUSION

The Court should deny approval of the settlement as proposed for the reasons stated herein, or alternatively withhold its decision on the settlement and the attorneys' fees until the necessary information, including the benefits distributed to the class and the reasonable lodestar, can be accurately quantified.

Dated: August 16, 2012

Respectfully submitted,



William R. Weinstein
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914.997.2205

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OF COUNSEL:

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54 Walworth Avenue
Scarsdale, NY 10583
914.725.7716

Exhibit A

From: mdrozdov@aol.com
To: www@weinsteinlaw.com
Subject: Fwd: Class Action Settlement Notice Ordered By Federal Court in Moore et al v. Verizon et al., Case No. 09-cv-1823 SBA
Date: Monday, July 23, 2012 8:57:51 PM

-----Original Message-----

From: Verizon Services <verizon-services@verizon.com>
To: mdrozdov <mdrozdov@aol.com>
Sent: Tue, Jun 26, 2012 8:25 pm
Subject: Class Action Settlement Notice Ordered By Federal Court in Moore et al v. Verizon et al., Case No. 09-cv-1823 SBA

Can't view this email properly? [Click here for the online version](#)



CLASS ACTION SETTLEMENT NOTICE

A federal court authorized this Notice. Read this Notice carefully. Your legal rights may be affected.

THIS IS NOT A SOLICITATION. THIS IS NOT A NOTICE THAT YOU HAVE BEEN SUED. THIS IS TO NOTIFY YOU THAT YOU MAY BE ENTITLED TO BENEFITS.

United States District Court for the Northern District of California

Moore et al. v. Verizon et al., Class Action Case No. 09-cv-1823 SBA

(Para ver este aviso en español, se puede visitar
www.verizonthirdpartybillingsettlement.com/espanol.)

You Received This Notice Because Verizon's Records Indicate You Were Billed For Third-Party Charges Between April 27, 2005 And February 28, 2012 And May Be Entitled To A Payment From this Class Action Settlement.

A Settlement has been preliminarily approved by the Court in a class action lawsuit against Verizon alleging that it billed landline phone customers for unauthorized charges from third-party companies (a practice known as "cramming"), in violation of federal and state law. Verizon denies any wrongdoing. The Court has not decided in favor of either the plaintiffs or defendants. Instead, both sides have agreed to settle the lawsuit in order to avoid the cost, delay, and uncertainty of litigation. The Settlement calls for payments to Class Members who file approved claims and injunctive relief designed to prevent future cramming.

You have the right as a member of the Settlement Class to file a claim for (1) a **Flat Payment Claim for \$40**, or (2) a **Full Payment Claim** for the **full amount** (i.e., 100%) of all unauthorized Third-Party Charges you paid between April 27, 2005 and February 28, 2012. To receive a

settlement payment, you must submit a Claim Form by **November 15, 2012**.

You have been sent this Notice because Verizon's records indicate that you have received Third-Party Charges on your Verizon bill during the class period and are therefore a class member and may be entitled to submit a claim for payments. To file your Claim on line, or to obtain a Claim Form, [Click here](#).

How much will your payment be? That depends on whether you make a Flat Payment Claim or a Full Payment Claim. If you make a Flat Payment Claim that is approved, you will receive \$40. If you make a Full Payment Claim that is approved, you will receive the full amount (i.e., **100%**) of all unauthorized Third-Party Charges you paid between April 27, 2005 and February 28, 2012 (the "Class Period"). It is not possible to tell how much each class member is entitled to receive under the Full Payment Claim option without getting the summary of all Third-Party Charges that Verizon will provide to you, for free, as described in the next paragraph, as part of this Settlement. Some class members may have a claim for less than \$40. Class counsel contends that some class members may have a claim for hundreds of dollars or more. To obtain payment, you must submit a Claim Form, which is available here or from the Settlement Administrator at www.verizonthirdpartybillingsettlement.com, 1-877-772-6219, or questions@verizonthirdpartybillingsettlement.com.

You can get a summary of all your Third-Party Charges. You may have been billed for Third-Party Charges over a period of months without having noticed it. To help identify unauthorized Third-Party Charges for which you were billed during the Class Period and decide whether to submit a Flat or Full Payment Claim, you can request a summary of all Third-Party Charges for which you were billed, for free. You may then use the summary of all Third-Party Charges to submit a Full Payment Claim on line, by e-mail or by mail.

To request a free summary of all of the Third-Party Charges that you were billed [Click here](#) or call 1-877-772-6219.

What are "unauthorized Third-Party Charges?" "Third-Party Charges" are charges for products or services provided by third-party companies (i.e., not Verizon) and are billed to your Verizon telephone bill, excluding certain charges identified in the class definition below. Examples of the types of products and services are: voicemail, email, fax, web page services (design, hosting or marketing), yellow page services, diet plans, identity protection and others. "Unauthorized Third-Party Charges" are Third-Party Charges you did not knowingly authorize.

You can block Third-Party Charges from being included on your phone bill. Verizon will, for free, place a "block" on your phone number so that certain Third-Party Charges will not be allowed to be billed to you in the future. To request the "block" on your phone number, call Verizon customer service toll free 1-800-VERIZON. If you later wish to remove the "block," you may do so, for free, by contacting Verizon at

the same number.

Who is in the Settlement Class? The Court certified a class for settlement purposes only consisting of: All current and former Verizon landline customers billed for Third-Party Charges submitted to Verizon by Billing Concepts Inc. a/k/a Billing Services Group Clearing Solutions or BSG d/b/a USBI and ZPDI, ACI Billing Services Inc. d/b/a OAN, Enhanced Services Billing, Inc. d/b/a ESBI, and HBS Billing Services Company (collectively, "Billing Concepts Inc."), The Billing Resource d/b/a Integretel, The Billing Resource LLC (collectively, "The Billing Resource"), ILD Teleservices, Inc. ("ILD"), Transaction Clearing, LLC ("Transaction Clearing") and PaymentOne Corp., d/b/a PaymentOne or Ebillit ("Payment One") from April 27, 2005 to February 28, 2012 (the "Settlement Class"). Excluded from the class are: (i) customers billed for only the following charges: (a) message telephone services ("MTS") usage charges; (b) charges that relate to a change in the customer's primary interexchange carrier ("PIC"); (c) charges billed by local telephone companies purchased from Verizon by Frontier Communications Corporation, FairPoint Communications, Inc., and Hawaiian Telcom; (ii) any judicial officer to whom the Action is assigned; and (iii) the U.S. government or any State government or instrumentality thereof. You received this email notice because Verizon's records indicate that you are a customer who was billed for such Third-Party Charges and are thus a member of the Settlement Class.

Do you have a lawyer representing you in this lawsuit? The Court appointed lawyers from four law firms to act as Class Counsel for the Settlement Class, whose information is at www.verizonthirdpartybillingsettlement.com. Class Counsel will ask the Court to approve payment of \$7,500,000 for attorneys' fees and expenses for their efforts in achieving this Settlement and for their risk in undertaking their representation on a contingency basis and payment of \$5,000 each to Desiree Moore and Karen Jones, for their services as Class Representatives. The Settlement Class will not be required to pay any portion of the fees and expenses and incentive awards awarded by the Court, which will be paid by Verizon. Payment of these items will not reduce the benefits available to the Settlement Class. You may hire your own attorney at your own cost if you wish, who may enter an appearance on your behalf.

The Court has preliminarily approved the Settlement. The Court-appointed Class Representatives, Desiree Moore and Karen Jones, and Court-appointed Class Counsel believe that the Settlement is in the best interests of the Settlement Class. The Settlement does not constitute an admission of any wrongdoing by Verizon. **IF YOU ARE A CLASS MEMBER, THE PROPOSED SETTLEMENT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.** This Notice is only a summary. For complete information, **including deadlines by which you must act**, you should read the full notice or the Settlement Agreement, available at

www.verizonthirdpartybillingsettlement.com.

Your legal rights and options in this Settlement	
Submit a Claim Form	This is the only way to get a payment. You have the right as a member of the Settlement Class to apply for (1) Flat Payment Claim for \$40 or (2) a Full Payment Claim for the full amount (i.e., 100%) of all unauthorized Third-Party Charges you paid between April 27, 2005 and February 28, 2012. To receive a settlement payment, you must submit a Claim Form by November 15, 2012 . To submit your Claim Form on line Click here .
Exclude yourself	Get no payment, but do not give up your right to sue Defendants or related entities. To exclude yourself, you must mail a signed, written request to be excluded from Moore v. Verizon, with your name, address, and phone number, to the Settlement Administrator postmarked by August 17, 2012 . Requests to be excluded from the Settlement should be mailed to Moore v. Verizon Settlement Administrator, PO Box 4655, Portland, OR 97208-4655. Unless you exclude yourself, you will be in the Settlement Class, and if the Settlement is approved, will be bound by it, and release claims against Released Persons, as defined in the Settlement Agreement.
Comment or object	If you do not exclude yourself, you or your lawyer have the right to object to or comment on the Settlement, Class Counsel's request for attorneys' fees and expenses and/or incentive awards, by mailing objections, in writing, to: Class Counsel, John G. Jacobs at 122 S. Michigan Ave., Suite 1850, Chicago, IL 60603, and Verizon's Counsel at Henry A. Weissmann, 355 S. Grand, Ave., 35 Fl., Los Angeles, CA 90071-1560 and filing the same with the Clerk of the Court at 1301 Clay Street, St. 400 S., Oakland, CA 94612 by August 17, 2012 . Objections must include the objector's name, address, phone number, a detailed statement of the objection, all factual and legal support for it, evidence supporting it, including evidence of the objector's membership in the Settlement Class and the caption and case number appearing on the Settlement Class Notice. No one will be permitted to appear at the final approval hearing to present an objection unless that person has complied with the requirements set forth for filing a timely written objection.

Go to the hearing	If you would like, you may ask to speak in Court about the Settlement. You do not need to attend the hearing unless you wish to object in person, which is required to preserve your right to appeal the Settlement or award of attorneys' fees. The Court will hold a Final Approval Hearing on September 25, 2012 at 1:00 p.m. at the U.S. District Court, Northern District California, 1301 Clay Street, Oakland, CA 94612, Courtroom 1 to decide whether the Settlement should be approved as fair, reasonable and adequate and in the best interests of the Class and whether to approve Class Counsel's request for attorneys' fees and expenses and class representative incentive awards. The Court will be available to hear objections and arguments about the Settlement. The hearing may be changed to a different date or time without notice. No one will be permitted to appear at the final approval hearing to present an objection unless that person has complied with the requirements set forth for filing a timely written objection.
Do nothing	Get no payment and give up your right to sue Defendants and other released entities regarding the issues in this case.

This is only a summary of the Settlement. For a full description of the Settlement, your rights under it, the deadlines by which you must act, and copies of relevant documents, go to www.verizonthirdpartybillingsettlement.com.

Questions or to obtain a Claim Form: Visit www.verizonthirdpartybillingsettlement.com, call 1-877-772-6219 toll free or send an email to questions@verizonthirdpartybillingsettlement.com.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2177 / Virus Database: 2437/5149 - Release Date: 07/23/12

Exhibit B

Bill Weinstein

From: AccountNotify@verizonwireless.com [AccountNotify@verizonwireless.com]
Sent: Monday, August 06, 2012 9:38 AM
To: wrweinstein@optonline.net
Subject: Account Change Notification Available in My Verizon
Attachments: _Certification_.htm



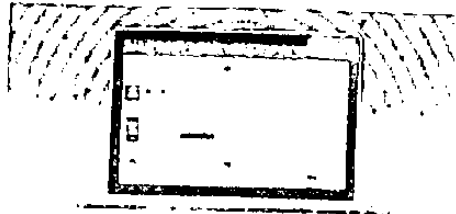
IMPORTANT ACCOUNT INFORMATION FROM VERIZON WIRELESS.

Your Wireless Number Ending With: 1084

Your confirmation letter includes an updated summary of your recent changes to the wireless number listed above. To view your copy, go to *My Documents and Receipts* and select the mobile number referenced above.

> [Go to My Documents and Receipts](#)

Thank you for choosing Verizon Wireless.



My Verizon is also available 24/7 to assist you with:

- Viewing your usage
- Updating your plan
- Adding Account Members
- Paying your bill
- Finding accessories for your devices
- And much, much more...

AMERICA'S LARGEST AND MOST RELIABLE HIGH SPEED WIRELESS NETWORK.

© 2011 Verizon Wireless

Verizon Wireless | One Verizon Way | Mail Code 180746 | Basking Ridge, NJ 07920

We respect your privacy. Please review our [privacy policy](#) for more information.

If you are not the intended recipient and feel you have received this email in error, or if you would like to update your customer notification preferences, please [click here](#).

RULE THE AIR

WILLIAM WEINSTEIN
 3 CLAREMONT RD
 SCARSDALE, NY 10583-1103

You recently updated your service on line
 914-523-1084.
 For a summary of your service read on.

August 7, 2012

Dear William Weinstein,

Thank you for being a Verizon Wireless customer. This letter confirms that the service update you requested on line 914-523-1084 went into effect on August 4, 2012. See a snapshot of your service below.

Sincerely,
 Verizon Wireless

SERVICE SUMMARY FOR LINE 914-523-1084 AS OF 08/04/12

Contract End Date: 03/22/14
 Early Termination Fee: Up To \$350

	TALK	TEXT
	SHARED	SHARED
Allowance	700 Mins.	Unlimited
Monthly Access - This Line	\$9.99	Included
Overage Rate	\$0.45/Min.	N/A

Included Feature(s) for this line: •Unlimited Nights And Weekend Share •Unlimited National M2m

CURRENT FEATURES	Price	CURRENT FEATURES	Price
• National Access Roaming	\$0.00	• Email & Web Unlimited	\$29.99

ACCOUNT SUMMARY SHARED SERVICES AS OF 08/04/12

Account #: 0282257500-00001 Account Plan Description: Nationwide Talk & Text Shareplan

	TALK	TEXT
Allowance	700 Mins.	Unlimited
Monthly Access - Account	\$80.00	Included
Overage Rate	\$0.45/Min.	N/A
Total Monthly Line Access Charge	\$39.68	Included
Total Lines Enrolled	4	4

Nights: 9:01pm - 5:59am, Monday - Friday
 Weekends: 12:00am Saturday - 11:59pm Sunday

Please note: Individual lines may have additional, recurring monthly fees for non-shared services. Taxes & Surcharges apply; see details following this service summary.

Taxes & surcharges billed are based on:

Monthly Regulatory Charge (subject to change from time to time) 16c per line
 Monthly Administrative Charge (subject to change from time to time) 99c per line
 Monthly Federal Universal Service Charge on interstate & international telecom charges 15.7% per line
 (This percentage varies quarterly based on FCC rate)

Note:
 Federal Universal Service, Regulatory and Administrative Charges are Verizon Wireless charges, not taxes. Taxes and Verizon Wireless surcharges may be between 12% to 41% of your monthly bill

Note: Please retain this letter, which is for information purposes only, for your records. Discounts apply only if you are on a qualifying plan. In the case of error, your Calling Plan and Customer Agreement will govern.

ADDED FEATURES	
411 Search	numbers can be provided per call.
Calling Features	Enjoy Basic Voice Mail with Message Waiting Indicator, Caller ID, Call Waiting, 3-Way Calling, Call Forwarding and No Answer/Busy Transfer.
Data Sent or Received ²	Data sent or received using Mobile Web (including advertising), Get It Now, and other data applications will be billed \$1.89 per megabyte. For information about how and when data charges are incurred and how to manage your data usage, click on the "Understanding Your Data Charges" link located in your Account Document section at www.verizonwireless.com/messagecenter .
International Roaming/Calling ³	Visit verizonwireless.com/international for applicable long distance and roaming rates, and for places you can call direct and use your phone.
International Text Messaging	From US to international destinations: \$0.20 per message received and \$0.25 per message sent. While traveling internationally: \$0.05 per message received and \$0.50 per recipient per message sent.
Mobile Web 2.0	Get the latest news, sports and weather tracking.
Unlimited Messaging ⁴	Send and receive Text, Picture & Video Messages to anyone on any network in the US.
Unlimited National Mobile to Mobile (M2M) Calling Minutes	To call other Verizon Wireless customers from within the U.S.
Unlimited Night & Weekend Minutes	Night hours: (Mon-Fri) 8:01 p.m. - 5:59 a.m. Weekend hours: (Sat-Sun) 12:00 a.m. - 11:59 p.m.

1. Rates and features vary when when outside the Nationwide Rate and Coverage Area.
2. Data usage for smartphone users will be billed at \$0.015 per KB (\$15.36 per MB) unless you add a data block or data feature.
3. International Dialing (I-Dial) may be required prior to calling or roaming internationally. To sign-up or activate call 1.800.822.0204.
4. Applies when sending and receiving (i) Text messages in the United States; (ii) Text Messages sent via email; (iii) Instant Messages; (iv) Text Messages with customers of wireless carriers on participating networks in Canada, Mexico and Puerto Rico. Premium Messaging programs not included. Messaging is available from within the National Enhanced Services Rate and Coverage Area and is not available throughout the Nationwide Rate and Coverage Area.

For a map of your wireless coverage, visit verizonwireless.com/coveragelocator and enter a street address.

11340

Verizon Wireless is not responsible for any information, content or services you access, download or use from the Internet. You may access and monitor your data usage by accessing My Verizon online or by contacting Customer Service.

Verizon Wireless calling plans, rate and coverage areas, rates, agreement provisions, business practices, procedures and policies are subject to change as specified in the Customer Agreement.

11360

Exhibit C

Verizon
P.O. Box 33079
St. Petersburg, FL 33733-8079

NO CORRESPONDENCE ACCEPTED AT THIS ADDRESS

October 19, 2011

Enjoy your new service.
Here's what you'll need to know.

>03047 7181843 001 006018 03
William R Weinstein Esq
199 Main St Fl 4
White Plains NY 10601

Ref#: 9149972205

Dear William R Weinstein Esq:

Thank you for ordering the following service(s) from Verizon. The package features and calling services that you added, as shown below, became available on 10/19/11.

Telephone Number: 914 997-2205

Solutions Bundle Main Line - 2 year

- Voice Line
- Calling Features
- Caller ID and Voice Messaging
- Unlimited Nationwide Calling

Three-Way Calling

Caller ID

Call Forwarding

Business Call Answering

To receive the most benefit from your service(s), please read the enclosed instructions.

We look forward to assisting you in the future with your choice of many Verizon products and services to further enhance your services while growing your business.

For additional information, see our website at www.verizon.com.

Sincerely,

Verizon's Business Voice Services and Usage Team



CERTIFICATE OF SERVICE

WILLIAM R. WEINSTEIN, an attorney admitted to and in good standing with the bar of the State of New York and the United States Court of Appeals for the Ninth Circuit, among others, hereby certifies under penalties of perjury that, on August 16, 2012, he caused the foregoing Objections of Mark Drozdov to Proposed Class Action Settlement and Exhibits to be served by Priority Mail on the following recipients prescribed in the Frequently Asked Questions on the website relating to the Settlement of the action:

John G. Jacobs
122 S. Michigan Ave. , Suite 1850
Chicago, IL 60603
Counsel for Plaintiffs

Henry A. Weissmann
355 S. Grand, Ave., 35th Fl.
Los Angeles, CA. 90071-1560
Counsel for Verizon

Moore v. Verizon Settlement Administrator
PO Box 4655
Portland, OR 97208-4655

Dated: August 16, 2012



WILLIAM R. WEINSTEIN



7011 1570 0002 3343 0564

PLEASE PRESS FIRMLY

SE PRESS FIRMLY

PRIORITY MAIL



UNITED STATES POSTAL SERVICE



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\$10.45
00041523-06

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INTERNATIONAL RESTRICTIONS APPLY:

Customs forms are required. Consult the International Mail Manual (IMM) at pe.usps.gov or ask a retail associate for details.



PRIORITY MAIL

UNITED STATES POSTAL SERVICE

For Domestic and International Use



Law Offices of Wm. R. Weinstein
From 199 Main Street, 4th Floor
White Plains, NY 10601

Handwritten note: "Please return to sender if undeliverable"

TO MOORE V VEINZON SETTLEMENT
ADMINISTRATOR
PO Box 4655
PORTLAND, OR 97208-4655

Label 223, January 2008



PS00001000014



PI
Re

EXHIBIT G-17

LAW OFFICES OF WILLIAM R. WEINSTEIN

199 Main Street, 4th Floor
White Plains, New York 10601
Tel: (914) 997-2205
Fax: (646) 448-8215
E-Mail: wrr@wweinsteinlaw.com

August 16, 2012

BY PRIORITY MAIL

Clerk of the Court
U.S. District Court for the
Northern District of California
1301 Clay Street
Suite 400 S.
Oakland, CA 94612

Re: Moore v. Verizon Communications Inc., No. 4:09-cv-01823-SBA, Objections of Mark Drozdov to Proposed Class Action Settlement – For Manual Filing

To Whom It May Concern:

Enclosed for manual filing in the above-captioned action is the August 16, 2012 Objections of Mark Drozdov to Proposed Class Action Settlement, with exhibits. The Certificate of Service attached at the end of the document states that the document has been served on the parties required under the terms of the proposed settlement by Priority Mail.

Additionally enclosed is the cover page for the document, which I request you file-stamp and return to me in the enclosed self-addressed, stamped envelope.

Should you have any questions, I can be contacted at 914.997.2205. Thank you in advance for your assistance.

Respectfully submitted,



William R. Weinstein

encl.

cc: Plaintiffs' Counsel, Verizon Counsel (w/encl.)

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DESIREE MOORE and KAREN JONES,	)	Case No. 4:09-cv-01823-SBA
individually and on behalf of a class of)	
similarly situated individuals,	)	<u>CLASS ACTION</u>
)	
Plaintiffs,	)	OBJECTIONS OF MARK
	)	DROZDOV TO PROPOSED
v.	)	CLASS ACTION SETTLEMENT
)	
VERIZON COMMUNICATIONS INC.,)	
et al.,	)	Hon. Sandra Brown Armstrong
)	
Defendants.)	

Class Member Mark Drozdov (“Drozdov”), by his undersigned attorneys, respectfully submits his objections to the proposed settlement of the above-captioned class action.¹ Drozdov’s counsel intends to appear at the Final Approval Hearing and present argument in support of Drozdov’s objections.

SUMMARY OF OBJECTIONS

The proposed settlement suffers from multiple, material defects that preclude its final approval by the Court as fair, reasonable and adequate. These defects are briefly summarized as follows:

I. The notice is inadequate to satisfy the requirements of due process. It fails to advise individual class members either of their total or their specific individual third party charges so they can meaningfully evaluate their potential total benefit from the settlement, and even fails to tell them which phone line or lines are the ones identified by Verizon as the basis

¹ Drozdov received emails from Verizon Services dated June 26, 2012 and July 3, 2012 providing Drozdov with notice of the proposed settlement and advising him that he was a member of the proposed settlement class based on data in Verizon’s records. A copy of the June 26, 2012 notice is annexed as Exhibit A hereto.

for sending them notice so that class members can easily determine as an initial matter whether they think it worth their while to proceed with the claims process. Nor does the notice or any of the other linked documents on the settlement website advise class members of the identity of all of the different Third Party “providers” so that class members can easily determine as an initial matter whether they may have actually authorized charges or should proceed with the claims process.

Of equal or greater importance, the notice and the other linked documents identified and made available on the settlement website *nowhere* advise class members of the total amount of third party charges establishing the potential individual and joint and several liability of Verizon and the other defendants, or the total amount of benefits projected to be paid out to class members under the settlement claims process -- both of which are necessary for class members to fairly evaluate the results achieved. Nor does the notice contain any meaningful discussion of the issues and defenses required under Fed. R. Civ. P. 23(c)(2)(b)(iii), which is particularly important in light of the Court’s September 10, 2010 decision on defendant’s motion to dismiss and is thus relevant to the defendants potential liability for damages at trial. *See I, infra.*

II. The proposed relief is unfair, unreasonable and inadequate.

A. Presumably by intent, and undeniably by effect, the manual claim mechanism is unfairly and unreasonably burdensome, and will ensure that only a *de minimis* percentage of the agreed settlement benefits will actually have to be paid by Verizon to the class in exchange for a potentially *multi-billion dollar* release – even for the subclass(es) of class members whose entitlement to refunds can be confirmed by the facts and data in the databases of Verizon and the other defendants. *See II(A), infra.*

B. Verizon's profit share of the \$670 million total Third Party charges it billed and/or collected -- estimated by Drozdov's counsel at between \$100 million and \$200 million and earned whether or not the related services were legitimate or bogus or authorized or used -- is the result of its indisputable role as the hub and facilitator of the enterprise which could not have existed or wrongfully profited without its essential participation. Yet under the proposed settlement Verizon will get a release worth as much as \$2 billion to it for the costs of notice and administration of the proposed settlement, the *de minimis* (and lacking any minimum) amount of claims filed, and the attorneys' fees and expenses ultimately approved by the Court. Thus, Verizon should be required to disgorge a material percentage of the millions of dollars of profit it obtained in connection with its role, and thereby create a genuine settlement fund for broad distribution to the members of the class regardless of whether or not they authorized or received the services Verizon billed them for. *See II(B), infra.*

C. The injunctive relief is inadequate because Verizon -- the party best situated and with the necessary computer systems already in place to efficiently, contemporaneously and effectively advise all class members and future customers of potential Third Party charges before they are billed -- is excluded from any direct responsibility for advising its customers of the newly-added Third Party Charges. Additionally, the injunctive relief expires after an unreasonably short period of time. *See II(C), infra.*

III. The fairness, reasonableness and adequacy of the requested attorney's fees cannot be fully evaluated by class members or the Court until sufficient detail about the actual nature and timing of the work performed, and before the actual settlement benefits can be quantified, but based on the limited lodestar information provided by class counsel the fees appear to be potentially excessive.

BACKGROUND AND RELEVANT EXPERIENCE OF DROZDOV'S COUNSEL

Drozdov's lead counsel in connection with his objection is William R. Weinstein, principal of Law Offices of William R. Weinstein. Weinstein has substantial experience in class actions, including securities and consumer class actions, and over the past ten years has prosecuted a number of class actions involving bogus and misleading charges and other deceptive practices against Verizon, Verizon Wireless and other consumer telecommunications service providers, including Sprint and AT&T/Cingular Wireless. *See, e.g., Schatz v. Cellco P'shp d/b/a Verizon Wireless*, 2012 WL 423316 (S.D.N.Y. Jan. 31, 2012); *Litman v. Cellco P'shp d/b/a Verizon Wireless*, 655 F.3d 225 (3d Cir. 2011); *Shroyer v. New Cingular Wireless Services, Inc.*, 606 F.3d 658 (9th Cir. 2010); *Emilio v. Sprint Spectrum L.P.*, 2008 WL 4865050 (S.D.N.Y. Nov. 6, 2008), *aff'd*, 315 Fed. Appx. 322 (2d Cir. Mar. 12, 2009); *Opperman v. Verizon Wireless*, No. BC326764 (Ca. Sup. Ct. L.A. County 2006); *In re Verizon Three Way Calling Litig.*, No. 603484-01 (Supreme Ct. N.Y. County). *See* www.wweinsteinlaw.com.

Working with Weinstein in connection with Drozdov's objection is Michael Levine. In addition to being a lawyer, Levine has many years of experience in the Information Technology field, specializing in the design and implementation of databases, and in the use of databases to support business reporting and analysis. Levine has worked in the development of complex computer applications since the mid-1980's, and has specialized in database design, analysis and use since 1998, including providing services concerning databases to a number of Fortune 500 companies. Levine has assisted Weinstein in connection with the development of several complex class member databases, generating detailed damage calculations as well as other relevant class member information from the available electronic records for the purpose of potential or actual settlement of class actions.

Although in connection with class action settlements Weinstein always tries to maximize the percentage of benefits to actual damages potentially available to each individual class member, he is equally committed to the use of the settlement process to maximize the total distribution of settlement benefits to all class members where appropriate. For example, in *Lan v. Ludrof*, 2008 WL 763763 (W.D. Pa Mar. 21, 2008), by rejecting the requirement for a claim form in connection with a \$5.234 million settlement of claims arising out of a tender offer for minority shares of Erie Family Life Insurance Company. Because the necessary data was available in the relevant defendant databases, the settlement ultimately resulted in the distribution more than 99.3% of the total Net Settlement Fund to all possible class members, who each received 100% of their damages as computed under the settlement, with the remainder of the Net Settlement Fund going to the agreed-upon charity.

Furthermore, working with Levine in connection with class action settlements involving the rigorous development of class databases incorporating the necessary available computer data regarding the computation of damages in combination with appropriate “class member friendly” claims mechanisms, Weinstein has been able to achieve substantial distributions of available settlement funds under the settlement both in terms of percentage of damages and percentage of class members. For example, in the settlement in *Kitamura & Landa v. Trump Parc Condominium, et al.*, No. 603562-2008 (N.Y. Sup. Ct. New York County), the settlement resulted in the distribution of 100% of the possible damages extending back to 1994 plus additional interest to the 40% of all class members who were entitled to and filed claims, with the remainder of the Net Settlement Fund going to the agreed-upon charities. And in *Emilio v. Robison Oil Corp.*, No. 1412-2003 (N.Y. Sup. Ct. Westchester County) the settlement will provide for the distribution of approximately 74% of the total damages provable at trial plus

additional interest to the 48% of all class members entitled to and filing claims. Weinstein and Levine also recently developed a class member database in connection with the certification and/or settlement of a line item surcharge telecommunications class action involving several million class members and a class period extending over seven years.

DROZDOV'S OBJECTIONS TO THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE PROPOSED SETTLEMENT

I. The Notice is Inadequate To Satisfy Due Process Because It Fails To Include The Information Necessary For Class Members To Evaluate The Fairness, Reasonableness And Adequacy Of The Settlement Either Individually Or To The Class As A Whole

A. Inadequate Notice Regarding an Individual Class Member's Potential Benefits

Despite the fact that the information is readily available to Verizon, and thus was or should have been obtained by class counsel in connection with the discharge of their fiduciary duties to the class, the notice fails to advise individual class members either of their total or their specific individual Third Party Charges so they can meaningfully evaluate their own potential benefits from the settlement. Furthermore, the notice even fails to tell class members which phone line or lines are the ones identified by Verizon as the basis for sending them notice, thus requiring class members like Drozdov with multiple lines to conduct searches of all their phone bills for all their lines to try to locate the charges that Verizon has identified as the basis for their class membership. Unless the class members have retained all bills going back during the entirety of the seven year class period (highly unlikely) and are able to find charges which plaintiffs alleged in their Second Amended Complaint were unlikely to be noticed in the first place by many (really most) class members (Docket #101 ["Complaint"], ¶59), the notice as

provided requires each class member to engage in a proverbial “snipe hunt” to try to determine on their own what settlement benefits they might reasonably expect.²

Compounding that difficulty, nowhere does the notice or any of the other linked documents on the settlement website advise class members of the actual identity of all of the different Third Party entities purportedly providing the goods and services charged for, to enable class members to more easily determine as an initial matter whether they may have actually authorized charges or should proceed with the claims process, and so that the possibility of name recognition will enable class members to more easily remember whether they ever contracted with a Third Party “provider” for goods or services. Instead, the notice only includes a cursory description of examples: “voicemail, email, fax, web page services (design, hosting or marketing), yellow page services, diet plans, identity protection and others.” See Exhibit A hereto (Drozdo June 26, 2012 Notice). In fact, the list of Third Party “providers” could and should provide an explicit list of those Third Party “providers” who Verizon terminated or suspended prior to the Settlement because of fraudulent and deceptive or other improper billing practices, as well as those who were not terminated or suspended but had a substantial complaint rate also indicating impropriety. The individual notice to class members also could and should be amended to expressly advise individual class members whether they were subject to such known fraudulent or otherwise improper charges, and the amounts of such charges.³

² The notice actually suggests that the fact that “the summary of all Third Party Charges that Verizon will provide to [class members] for free” constitutes some sort of material benefit to the Class. See also Fee and Expense Motion (Docket #123, p.2 n.1). The suggestion that Verizon should be able to charge class members for this list of potentially fraudulent, deceptive and other Third Party Charges for which Verizon had no express authority from the class members to impose in the first place, where Verizon has the information and data which should already have been compiled as part of the class list, and when Verizon will receive a potential multi-billion dollar release if the settlement is finally approved, is outrageous.

³ For example, although the class has not been advised of it, the parties stipulated to an amended form of Final Order and Judgment after the Federal Trade Commission (“FTC”) filed papers to enjoin the parties to the
(... footnote continued next page)

Assuming *arguendo* the omitted Third Party Charge information has not already been compiled by Verizon in connection with the class list, the reasons are obvious: providing the information would create more work and costs for Verizon, and its inclusion in the notice can only serve to increase the claims rate. Such short-cuts cannot be justified in light of the potential multi-billion release from class members Verizon hopes to obtain. *See also* II(A), *infra*.

B. Inadequate Notice Regarding Total Potential Defendant Liability and Likely Benefits Actually Paid to Class Members under Proposed Claims Process

Nowhere do the settlement notice or the other linked documents on the settlement website advise class members of the total amount of Third Party Charges establishing the potential separate and joint and several liability of Verizon and the other defendants, or the total amount of damages that might be recoverable if the case if the case went to trial. By digging through the motion papers accessible on the PACER docket (something few class members are registered for or know how to do), Drozdov's counsel was able to locate representations in the Fee and Expense Motion (Docket #123, p.4, *citing* Jacobs Fee Declaration ¶4) that "[i]here were some **\$670 million in third-party charges paid by class members during the relevant period.**" Class members obviously would find that information *highly* material – indeed, necessary to evaluate the fairness, reasonableness and adequacy of the settlement.

proposed settlement in this case from taking any actions which would interfere with the judgment the FTC previously obtained in a different case in connection with the fraudulent practices of one the Third Party "providers," Inc21.com, *et al.* – including interfering by releasing any of the claims because of the failure to file claims by class members in this action. *See* Docket ## 122-1, 122-2, 124. The FTC papers state that Verizon actually terminated the Third Party billing privileges. *See* Docket 122-1 at 2.

For whatever reason, the copy of the Settlement Agreement filed with the Court and made available for review on the settlement website (Docket #94-1) omits as an exhibit the proposed Final Judgment identified in the Agreement itself as Exhibit B (Settlement Agreement, p.5 ¶2) – which is highly unusual in the experience of Drozdov's counsel, and actually constitutes another inadequacy in the notice, as class members are not provided with the full Settlement Agreement or with ready access to the proposed final judgment to be entered against them in connection with the settlement if approved. *See* Settlement Agreement, pages 56-57 of 86. Nor has the settlement website been updated to provide access to the proposed amendments to the Final Order and Judgment.

But Verizon's exposure and the potential damages aren't limited to that astronomical figure. The notice and other linked website papers also fail to clearly advise class members that this Court, in its September 10, 2010 decision, sustained a substantial part of plaintiff's First Amended Complaint, including the RICO allegations – a holding Drozdov's counsel believes is entirely correct in light of the clear existence of a RICO enterprise for which Verizon is not only the hub but the essential participant without whom the Third Party Charges could never have been billed and collected in the massive volumes disclosed. *See Moore v. Verizon Commc'ns Inc.*, 2010 WL 3619877 (N.D. Cal. Sept. 10, 2010). In light of this holding, Verizon's potential liability is joint and several, with damages potentially trebled – viz., **as much as \$2 billion**. *See* 18 U.S.C. § 1964(c) (treble damages); *OKI Semiconductor Co. v. Wells Fargo Bank, N.A.*, 298 F.3d 768, 775 (9th Cir. 2002) (potential joint and several liability for § 1962(d) RICO conspiracy claim). The failure to clearly disclose this information to the class strongly suggests it was being hidden by the parties. The omission is further compounded by the fact that the notice and other linked website papers also fail to provide any meaningful discussion of the claims, issues and defenses in the case as required under Fed. R. Civ. P. 23(c)(2)(B)(iii), including the issues already decided by the Court's 2010 decision – a decision which no doubt was a material driver for Verizon to seek a negotiated resolution by settlement.

Additionally, nowhere do the notice and other linked website papers – or any other papers of which Drozdov's counsel is presently aware – disclose how much of the \$670 million was the profit cut Verizon took for its billing and collection of the Third Party Charges that could serve as a basis for Verizon's damages on a separate basis. A comparison between these profits and the amounts Verizon will be required to expend under the settlement would be highly

material to a class member in assessing the adequacy of the settlement. As plaintiffs allege in the Complaint:

4. Verizon is by no means an innocent conduit in the matter of third-party billing, merely billing on behalf of third parties and passing the collected money on to the third parties. Instead, Verizon is a full joint venturer with the third-party providers and the billing aggregators involved in this system, keeping for itself a substantial portion of the amounts billed and collected for these third-party services, running in the millions of dollars annually.

38. Verizon is compensated for its billing and collection services by retaining substantial portions of the amounts so billed and collected, typically based upon a percentage of the billing revenue. Verizon typically purchases the accounts receivable from the billing aggregators and other billers, bills and collects from its customers and then through a system of allowances and refunds, effectively remits to the billing aggregators and other billers the amount of the collected sums minus its cut.⁴

Finally, nowhere are class members advised of a projected or estimated claims rate, which is particularly important because the settlement as presently proposed does not create a separate settlement fund or any minimum payment to all class members by Verizon, only a possible payout of refunds based on the number of claims. However, the claims rates in consumer class actions involving refunds of small amounts of money can be notoriously low, and Verizon surely knows what claims rates it has experienced in other comparable consumer class action settlements which can serve as a guide post for what Verizon truly believes it will have to pay out in this case. As Judge Posner stated in another context, “only a lunatic or fanatic sues for \$30.” *Carnegie v. Household Finance Int’l, Inc.*, 376 F.3d 656, 661 (7th Cir. 2004).

⁴ The Senate Report on Cramming included as Exhibit 4 to the Preliminary Approval Motion (Docket #91-4, at 18 of 51) estimates that 300 million third party charges totaling \$2 billion or more are imposed industry-wide each year, thus resulting in an average charge of approximately \$6.67. Furthermore, the Senate Report includes representations from Verizon’s Assistant General Counsel that Verizon “receives a flat fee of between \$1 and \$2 per charge.” *Id.* Assuming an average charge of \$6.67, then the \$670 million of revenues represented by class counsel is comprised of approximately 100 million transactions billed by Verizon, resulting in Verizon revenues of between \$100 million and \$200 million – or between 15% and 30% of the total charges billed. In other words, Verizon is the single greatest profiteer from the wrongful conduct. This additional information is highly relevant to evaluating the adequacy of the settlement.

Unfortunately, much the same can be true in connection with claims in consumer class action settlements involving small amounts of refunds – particularly when class members aren't even told how much their own individual refund might be as part of the notice they are provided.⁵

As Judge Walker aptly stated in his unpublished order denying preliminary approval of a class action settlement for reasons including, *inter alia*, inadequate notice in *Martin v. FedEx Ground Package System Inc.*, No. 06-6883 (VRW), Slip Op. at 19 (N.D. Cal. Jul. 8, 2008) (Docket #62):

The proposed notice does not, however, explain the class claims adequately, as required by FRCP 23(c)(2)(B)(iii). As noted above, the notice does not describe the basis for counsel's estimate of class damages nor does it inform class members of the total damages that might be recoverable if the case went to trial. In addition, the notice fails to provide any estimate of how much a typical class member might receive under the settlement. The notice merely informs the plaintiffs that the maximum settlement value is \$8,125,000 and notes that this will be reduced by attorney fees and other costs, but it provides no other information that would allow class members to evaluate the quality of the proposed settlement.

The notice in the case is substantially more deficient than in *Martin*, for all of the reasons described at length herein.

⁵ In *Emilio v. Sprint Spectrum L.P.*, *supra*, for which Weinstein was lead counsel, the class was alleged to involve millions of New York Sprint customers with charges relating to a single allegedly deceptive New York State-related surcharge estimated to exceed \$100 million. Sprint attempted to settle out the claims as part of the settlement of a nationwide class action which sought to extinguish claims involving a host of larger federal surcharges, in addition to the improperly included state surcharge at issue in *Emilio*. At oral argument in the Second Circuit, counsel for Sprint represented that Sprint had paid out claims to New York residents in connection with the nationwide settlement totaling *only* \$85,000.

Similarly, last week Judge Whyte issued an Order with respect to the settlement of the *Apple iPhone 4* class action stating that from a class estimated at between 15 and 27 million members, only 44,000 claims were filed. See *In re Apple iPhone 4 Prods. Liab. Litig.*, No. 5:10-md-02188-RMW, Slip Op. at 2 (N.D. Cal. Aug. 10, 2012).

II. The Proposed Relief Is Unfair, Unreasonable And Inadequate

A. The Claims Procedure Is Unreasonably and Unfairly Burdensome to All Class Members, and Will Result in the Failure to Pay Settlement Benefits to a Substantial Number of Class Members Whose Entitlement to Payment Is Fully Confirmed by the Data and Information In Verizon's Possession

1. The Requirement to Independently Request a Summary of Charges in Order to be Fully Compensated Is an Unnecessary and Unfair Impediment to Obtaining Full Compensation Under the Settlement

As noted in I(A), *supra*, the notice provided to class members in this case is inadequate because it fails to advise individual class members either of their total or their specific individual Third Party Charges so they can meaningfully evaluate their potential total benefit from the settlement -- despite the fact that the information is readily available in Verizon's records if it is not already included in the class list Verizon prepared in connection with the dissemination of the settlement notice.

The claim mechanism unfairly and unreasonably compounds the inadequacy of the notice by requiring class members to independently request from Verizon a summary of Third Party Charges in order to determine whether they are entitled to claim a potential refund of more than \$40 dollars -- *i.e.*, the full refund amount they are actually entitled to claim under the terms of the Settlement. Furthermore, even though the summary information in the possession of Verizon is now being provided by Verizon (but only to those who request it), the class member is still required to attach a copy of the summary with the paper or email claim submission -- once the summary is actually received.⁶ It is clear that this hurdle is a needless and unfair impediment intended to reduce both the total number of claims filed and the number of claims filed for more than \$40: first, the class member is deprived of the necessary information to evaluate the

⁶ Drozdov made several requests for the summaries on July 23, 2012, but as of August 10, 2012 none had been received. He is now out of the country for a period extending beyond the August 17, 2012 deadline for objections.

potential claim, and then after requesting it the class member is required to give back what Verizon gave the class member.

Conversely, the failure to request the summary of charges will result in one of two outcomes: (i) undercompensation to class members with Third Party Charges exceeding \$40; and (ii) overcompensation to class members with Third Party Charges less than \$40. Indeed, even if a class member requests a summary of charges and discovers that the charges are less than \$40, the class member is still entitled to be overcompensated. Thus, class members with smaller claims are treated *better* than class members with larger claims because of the requirement for a summary request, which is unfair discrimination, particularly when providing the summary is touted by class counsel as being “free of charge.” *See* Note 2, *supra*.

Finally, Drozdov’s counsel is unable to discern from the settlement papers how class counsel arrived at the \$40 figure as the cutoff for requiring the summary of charges, but it appears to be both arbitrary and artificially low, and thus its basis should be disclosed to class members. Although the settlement notice and other linked documents on the settlement website fail to advise class members how many class members there actually are, Drozdov’s counsel was able to locate representations in the Fee and Expense Motion (Docket #123, p. 4, *citing* Jacobs Fee Declaration ¶ 4) that the number is 7.7 million. Using this number and the \$670 million total Third Party Charges also disclosed in the fee motion means that the average claim per class member is \$87, substantially more than the \$40 apparently arbitrarily used in the settlement.⁷

⁷ In the notice, class counsel represent the following to the class:

It is not possible to tell how much each class member is entitled to receive under the Full Payment Claim option without getting the summary of all Third-Party Charges that Verizon will provide to you, for free, as described in the next paragraph, as part of this Settlement. Some class members may have a claim for less than \$40. Class counsel contends that some class members may have a claim for hundreds of dollars or more.

(... footnote continued next page)

2. The Claims Process Is Unnecessary and Unfair For a Substantial Number of Class Members Whom Verizon Knows Did Not Authorize Their Third Party Charges and Did Not Receive Refunds

As with other class actions, to justify the claims process in this case, Verizon is trying to exploit what the Complaint (§55) describes as “plausible deniability” – Verizon’s “I know nothing”/“head in the sand” purported lack of any specific knowledge of wrongdoing to create an “ambiguity” providing it with purported justification for requiring a separate claim form from every member of the class. In addition to each class member’s total and specific individual Third Party Charges, the information and computer data unquestionably possessed by Verizon and generated and analyzed and used by Verizon in connection with the original billing and collection of the Third Party Charges renders redundant and unnecessary the information Verizon is unfairly demanding in the claim form for a substantial number of class members:

(i) Verizon knows or can determine from its available data and information – and class counsel should know if they do not -- which of the Third Party “providers” Verizon terminated or suspended for improper practices, and thus knows that these charges for these “providers” were unauthorized. *See also* Note 3, *supra*. Thus, Verizon has no legitimate need for a statement to that effect on a claim form from a class member.

(ii) Verizon knows or can determine from its available data and information – and class counsel should know if they do not -- which services of which Third Party “providers” were entirely duplicative of the same services Verizon was already providing class members. For example, plaintiff Moore was already receiving long distance service from Verizon when Verizon billed her for purported Third Party “enhanced long distance” services (Complaint §§ 71-73). Similarly, plaintiff Jones was already receiving voicemail services from Verizon when Verizon billed her for purported Third Party voicemail services. It is

These representations are misleading at best, if not false. It is inconceivable that class counsel does not and cannot know what the total and specific Third Party Charges are for each class member, because as noted throughout, that information is available in Verizon’s customer databases, and is or should be included in the class list compiled by Verizon for the purpose of disseminating notice to the class. Furthermore, the implication that class counsel cannot be sure whether some class members have claims less than \$40 (“Some class members *may* have a claim for less than \$40”) (emphasis added), or that the existence of class members with claims for hundreds of dollars or more is only a “contention” of class counsel, is either misleading or confirms the existence of a serious problem in connection with what class counsel did in connection with their confirmatory discovery to independently determine the fairness and adequacy of the settlement.

inconceivable that a class member would knowingly and intentionally authorize payments for completely unnecessary and redundant services from a different provider (Complaint ¶¶ 71-73).

(iii) Verizon knows or can determine from its available data and information – and class counsel should know if they do not -- which customers complained and which Third Party “providers” they complained about, as well as the ratio of those complaints to the total customers being billed for each “Third Party “provider” to statistically analyze the total fraudulent and misleading charges for each such “provider.” Thus, Verizon has no legitimate need for a statement regarding authorization of the charges from such affected class members.

(iv) Verizon knows from its available data and information – and class counsel should know if they do not -- which class members who were billed these indisputably bogus Third Party Charges received refunds of credits to their bills during the class period, and Verizon knows from the related data why the credits were issued. At a minimum, Verizon cannot rely on the possibility of a Verizon refund credit for those class members who never received one. So the information requested in the claim forms is also redundant for these class members.

(v) Verizon either knows from its available data and information or could know with the appropriate inquiry – as could and should class counsel – which Third Party “providers” were the subject of class actions involving refunds or may have otherwise issued refunds to any class members. The issuance of such refunds by the Third Party “providers” were no doubt integrated into the calculations Verizon used to determine the allowances and refunds it paid to the aggregators and Third Party “providers” as described in ¶38 of the Complaint. Furthermore, Verizon itself is required to obtain that information in connection with any challenge to a claim it may lodge under the challenge procedures included at pages 10-11 of the Settlement Agreement. Thus, the purpose of the claim form is solely to substantially limit the extent of its obligation to determine the propriety of the claims submitted.

If this case had been settled during or after class certification, all of this electronic discovery data and information would have been required to be produced for analysis of precisely these types of criteria relevant to the propriety of certification -- assuming class counsel was in a position to actually use and analyze it after requesting it. And if the proposed settlement is not approved, the information will have to be developed anyway in connection with subsequent class certification proceedings. Thus, if the data and information have not already

been collected, then neither Verizon nor class counsel could object to being required to compile it in order to facilitate the claims process and assure the widest distribution of promised settlement benefits to class members. The same is true with respect to the data regarding the total and specific individual Third Party Charges that should have been included in the notice.

Verizon and other consumer class action defendants are trying to rely on an unnecessarily burdensome and unfair 20th Century claim method to deal with a 21st Century settlement. The claims process as designed and agreed to in the proposed settlement uses a blunderbuss approach rather than an approach that differentiates among different “classes” of customers with distinctly different data characteristics who are entitled to have their benefits distributed under methods tailored to their objectively determinable circumstances.

Even assuming *arguendo* Verizon should be entitled to rely on the ambiguity created by its “plausible deniability” and therefore insist on the use the claim form to avoid having to compensate a large percentage of the class members, the settlement can and should narrow its reach. The existence and availability of the necessary data can make this and other class action settlements what they can now be but often are not – vehicles to maximize the distribution of material benefits to as large a percentage of the members of the class as is reasonably practicable.

B. The Settlement Relief Is Inadequate Because It Fails To Require Verizon To Disgorge Any Material Minimum Amount Or Percentage Of The Millions Of Dollars Of Profit It Obtained In Connection With Its Role As The Facilitator Of The Wrongdoing

As stated in I(B), *supra*, nowhere do the notice and other linked website papers – or any other papers of which Drozdov’s counsel is presently aware – disclose how much of the \$670 million was the profit cut Verizon took for its billing and collection of the Third Party Charges which might serve as a basis for Verizon’s damages on an individual basis – although Drozdov’s

counsel estimates those profits at between \$100 million and \$200 million. *See* Note 4, *supra*. In any event, there can be no serious dispute that Verizon profited by many millions of dollars in fees as its share of the estimated \$670 million total Third Party charges it billed and/or collected -- regardless of whether or not the related services were legitimate or bogus or authorized or used. Verizon indisputably is the hub and facilitator of the enterprise which could not have existed or wrongfully profited without its essential participation.

Yet under the settlement Verizon will get a release worth as much as \$2 billion to it for the costs of notice and administration of the proposed settlement, the *de minimis* amount of claims filed, and the attorneys' fees and expenses ultimately approved by the Court. In light of the frequently abysmal claim rates in these consumer settlements, including in the *Sprint* and *Apple iPhone 4* cases described in Note 5, *supra*, it is extremely possible that Verizon will end up having to come out of pocket less than \$20 million dollars -- less than 3% of the \$670 million Third Party Charges quantified by class counsel in their fee papers, and only 1% of its possible RICO treble liability of in excess of \$2 billion. There is no legitimate justification for allowing Verizon to receive a release valued at between 38 and 100 times its settlement related out-of-pocket expenditures.

The only possible justification for discounts of this magnitude are litigation risks that make it overwhelmingly unlikely plaintiffs ultimately will succeed on the merits. As already noted in I(A), *supra*, the Court's 2010 decision sustaining the majority of the First Amended Complaint (including the RICO claims providing for treble damages and joint and several liability) was a substantial hurdle in plaintiffs' prosecution of the case, and no doubt was a material driver for Verizon to settle -- although the notice contains inadequate information about the decision and the claims, issues and defenses in the litigation required by Fed. R. Civ. P.

23(c)(2)(B)(iii). For the record, the facts alleged obviously support the existence of a RICO enterprise with Verizon as the hub and essential facilitator of the enterprise's wrongdoing, particularly in light of its huge share of the total revenues collected.

That leaves the risk of class certification. Class certification concededly always presents some risk in class actions, though some cases are more readily certifiable than others. Many class certification issues can be fixed by more narrowly defining the class, or through the use of appropriate subclasses. In plaintiffs' papers in support of the settlement, there is a cursory discussion of the risks of class certification, with several representations, without substantial citation to authority, to the effect that "the industry (telephone companies, aggregators and third-party providers) . . . almost always defeats class certification." *E.g.*, Jacobs Decl. in Support of Preliminary Approval, ¶3. But this description is lacking in the candor necessary to prevent it from being overstatement.

As an initial matter, this case seems to be a strong vehicle for injunctive relief under Fed. R. Civ. P. 23(b). The injunction clearly would benefit not only present class members but all future customers of Verizon, and thus presents an issue of the propriety of injunctive relief that stands on its own. There is no discussion that Drozdov's counsel is aware of regarding the propriety of Rule 23(b) certification in plaintiffs' papers in support of the settlement.

Furthermore, regarding the existence of favorable authority under Rule 23(b)(3), when Drozdov's counsel performed a basic internet search of legal documents on Google Scholar (scholar.google.com) using the search terms "cramming and 'class certification,'" the *first* decision identified was the decision of the U.S. Court of Appeals for the Sixth Circuit in *Beattie v. CenturyTel, Inc.*, 511 F.3d 554 (6th Cir. 2007), in which the Sixth Circuit affirmed the certification of a "cramming" class under certain federal communications statutes. More

importantly, the Sixth Circuit rejected essentially the same argument by defendants there as here – that individual issue regarding whether individuals authorized the charges predominate. Rather, the Sixth Circuit held that the issue of the defendant’s liability to “the class as a whole” was the issue that predominated, and not the issue of individual damages to individual class members. *Id.* at 564-66. Again, this was the first case located from an elemental Google search. And the seventh case listed in the search *also* upheld class certification in another cramming case. *Stammco, LLC V. United Tel. Of Ohio*, 2011 Ohio 6503 (Ct. App. 6th Dist. 2011), *appeal granted*, 132 Ohio St. 3d 1425 (June 20, 2012).

The issue in this case, the liability of Verizon and the other defendants in the RICO enterprise “to the class as a whole” would readily be subject to determination through the same use of discovery, including data analyses, statistical sampling and expert testimony, as any antitrust or securities fraud class action, which are litigated without any specific facts as to any individual class members, whose entitlement to damages are highly fact specific. Except that here, it would be even stronger, because Verizon has all of the necessary facts regarding the Third Party Charges on its own database.

Indeed, the very exhibits cited to and filed with plaintiffs’ motion for preliminary approval – none of which were made available on the settlement website -- confirm that statistical sampling could be effectively and reliably used to measure Verizon’s liability to the class as a whole: Exhibit 5, the FCC website graphic regarding “cramming” (Docket # 91-5), includes the following sobering statistic developed by the FCC based on statistics developed during its own investigation (and prominently cited in the Preliminary Approval Motion, at p. 3): “In two Commission investigations of cramming, involving approximately 36,000 consumers billed for a product on their telephone bills, only 0.1% of the consumers had actually used the

product.” Furthermore, and more importantly, the statement on the same page of the Preliminary Approval Motion taken from the same Exhibit 5 FCC website graphic -- that “[o]nly 1 out of 20 victims of cramming is aware of the crammed charges” -- is based on the expert statistical study and analysis of Howard Marylander prepared on behalf of the FTC in another cramming action in the Northern District of California involving Inc21.com, the same defendant that was the subject of the FTC’s motion for judicial notice recently filed in this action. *See FTC v. Inc21.com*, No. 3:10-cv-00022-WHA (N.D. Cal.), Docket #123-37 (Marylander statistical analysis expert report); *see also* Docket ##122, 122-1 and 124 in this case (FTC motion and resulting stipulation amending form of proposed Final Order and Judgment).

According to the declaration of the settlement mediator, Judge Weinstein (Docket #91-2, at ¶12), this case presents an “all or nothing” scenario. Yet under the settlement, the class gets relatively nothing in relation to Verizon’s total potential liability to the class as a whole, and Verizon gets it all. Or more precisely, the class gets an estimated 1-3%, as opposed to Verizon, who gets from 97-99% of its best possible result at trial – despite the fact that it too is subject to enormous risks of continued litigation. Yet here, the same types of statistical analysis utilized by the FTC and FCC could be used for many, or most of the Third Party “providers,” including but not limited to the ones that Verizon already terminated or suspended for improper practices. And if necessary, subclasses could be used as to the specific “providers” to ensure that those people receive the refunds they indisputably are entitled to.

Thus, unless Verizon is required to disgorge a material percentage of the hundreds of millions of dollars of profit it obtained in connection with its role as the principal facilitator of the wrongful Third Party practices for distribution “to the class as a whole,” the settlement should not be approved as fair, reasonable and adequate. The settlement should require the

creation of a genuine settlement fund from the profits obtained by Verizon for its billing and collection functions facilitating the fraudulent enterprise regardless of whether or not individuals authorized the charges, which would then be available for broad distribution to the members of the class regardless of whether they authorized the services.⁸

C. The Injunctive Relief Is Inadequate Because It Does Not Require Contemporaneous Contact By Verizon With Its Customers Regarding Third Party Charges, And Is Too Short

The injunctive relief provided under the settlement does provides some relief for the benefit of the class and all Verizon customers going forward, and class counsel deserve to be compensated for it. Nevertheless, the injunctive relief is materially inadequate because it excludes Verizon from the process of advising customers about newly-implemented Third Party Charges before they are actually billed, even though Verizon is the party best situated to efficiently and effectively ensure that class members have the earliest opportunity possible to stop improper and unauthorized charges.

Verizon profits from the first billed and collected Third Party Charge, so it has every incentive to slow down the process by which customers learn of the charges – particularly when it is likely that only a small percentage will notice them in the bill anyway. Furthermore, Verizon is the *only* party who actually knows about every charge from every aggregator and Third Party ‘provider.’ Yet under the proposed settlement, it is the web of Aggregators who are responsible for providing the contemporaneous confirmation notice of the new Third Party Charges – *although no maximum number of days for providing that notice is specified in the*

⁸ There is no evidence that Drozdov is aware of that the Verizon customers being billed for Third Party Charges were ever advised that the actual costs of those goods or services were actually substantially less than the billed amount, and that Verizon and the Aggregators were actually taking large cuts before remitting the balance to the Third Party “providers” – this balance is really the actual amount paid for whatever was purportedly being provided.

Settlement Agreement. See Settlement Agreement, Section II(7), p. 16. Similarly, it is the Aggregators rather than Verizon who are responsible for notifying those customers “who have been billed by the Third-Party Service Provider in the most recent month prior to termination” about the termination of the Third Party “provider.” See Settlement Agreement, Section II(8), pp. 16-17.

In fact, Verizon already has in place the total system necessary to easily and contemporaneously notify customers of any change in service, including newly-added and terminated Third Party Charges. Attached as Exhibit B hereto is a copy of the electronic notice Weinstein recently received on August 6, 2012 about a minor change in service on August 4, 2012 to one of his personal wireless telephone lines. Attached as Exhibit C hereto is a copy of an October 19, 2011 mailed notice from Verizon to Weinstein regarding an October 19, 2011 change in service to his office “landline.” These notices are computer generated and are intended to be sent and received as soon as possible immediately after and contemporaneous with the change in service and its related charges.

A notice from Verizon in a Verizon “envelope” and on Verizon letterhead will be delivered more quickly, and is much more likely to be read, than a letter from an Aggregator. Indeed, most customers probably have no idea who or what the Aggregator is, and not seeing a Verizon envelope and letterhead will make it substantially more likely the notice is not read at all – even if it does reference Verizon on the envelope.

The injunctive relief is also objectionable because it releases Verizon from its obligations under the agreement only two years after the Effective Date of the settlement, regardless of whether the implementation of the relief has been proven to be effective or ineffective. Simply stated, what happens after two years? Is Verizon free to resume its normal practices which were

the essential facilitation of the wrongdoing? Under the agreement, the injunctive relief stops before it really gets going. In the absence of some major justification, the relief should last at least three years, and then be subject to a determination that it has effectively reduced the massive problems engendered by Verizon's Third Party Charge practices.⁹

The injunctive relief cannot be considered adequate when it intentionally adopts a mechanism which is certain to be less effective than the mechanism already in place at Verizon for dealing with the exact same type of changes in service and related charges. Nor can it be considered adequate when it expires before it barely gets started, and without any monitoring mechanism on behalf of Verizon's customers.

III. The Attorneys' Fee Request Cannot Be Decided Without Sufficient Additional Information

Drozdov's counsel litigate class actions, and always want to earn the largest fee, including a multiplier when appropriate, that is fair in light of the amount of time reasonably expended and the results achieved. And Drozdov's counsel believe that class counsel in all cases successfully resolved are entitled to the same.

Unfortunately, the papers filed in the action to date provide insufficient information and detail for Drozdov to definitively determine whether the amount applied for is fair and reasonable. Although none of the fee approval papers are specifically linked for access on the settlement website, a review of the filed papers shows the description of work to be too cursory to confirm that the \$3.55 million of time incurred as described in the fee motion (Docket #123, at 10). Furthermore, the general information lacks sufficient detail for the Court to perform the

⁹ To the best of Drozdov's knowledge, the Settlement Agreement does not provide for any responsibility by class counsel to monitor or review or be provided with information regarding the effectiveness of the injunctive relief, or a mechanism for class counsel to petition the court if the relief is not being complied with.

analysis it must to decide the application. See *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 943-45 (9th Cir. 2011).

For the record, the complaints filed by plaintiffs in the action are extremely well-researched and obviously the product of substantial legal and factual investigation, and set out the allegations in an extremely persuasive fashion – the Court’s September 10, 2010 decision sustaining the most important claims confirms its high quality. Furthermore, though not adequate for the reasons set out in II(C), *supra*, the injunctive relief provides what seems to be a good framework for the actions necessary for the Third Party Charge industry to self-regulate – but only so long as the victims of its improprieties are given the best opportunity at the earliest possible time to contribute to the reduction of the problem. And there is no doubt that class counsel will have to expend substantial additional time in connection with the administration of the settlement if approved, however it finally is structured.

Nevertheless, and without the benefit of the detailed time records, \$3.55 million seems pretty high for a case involving the preparation of the excellent complaint, successful opposition to the motion to dismiss, discovery involving 150,000 pages of documents (really not a lot, relatively speaking) and miscellaneous data compilations and analyses prepared by Verizon, the mediation and related briefing and preparation, and the presumably extensive negotiations and drafting of the settlement papers. But no definitive conclusion can be reached by Drozdov or the Court without more.

Additionally, the benefits of the settlement do not include a settlement fund or minimum distribution amount for the class as a whole. Thus, the benefits cannot be quantified until all claims are received and preliminarily administered after the prescribed claim filing deadline – which deadline occurs after the currently scheduled date for the Final Approval Hearing.

IV. If The Court Credits Drozdov's Objections And Denies Final Approval, Then Drozdov's Counsel Requests That They Be Appointed By The Court To Participate In The Implementation Of The Changes Necessary To Render The Settlement Fair, Adequate And Reasonable

As noted, *supra*, Drozdov's counsel have substantial experience in complex database techniques necessary to locate, compile, organize and analyze the available data in the context of the terms of the specific settlement, including the creation of a proper class list with the necessary information to ensure that the class benefits are distributed as widely as possible to the class. Thus, if the Court credits Drozdov's objections regarding these issues, Drozdov's counsel respectfully requests that they be appointed by the Court to participate in the implementation of the changes necessary to make the settlement fair, reasonable and adequate.

V. In Any Event, The Court Should Withhold Approval Of The Settlement And Fee Application Until The Benefits Actually Provided To The Class Can Be Quantified

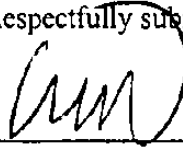
The issue of the amount of settlement benefits actually provided to the class, and its impact on the fairness and adequacy of the settlement and the reasonableness of the attorneys' fees applied for, is discussed extensively throughout Drozdov's objections. Drozdov respectfully submits that those issues cannot be properly decided until those settlement benefits can be accurately quantified.

CONCLUSION

The Court should deny approval of the settlement as proposed for the reasons stated herein, or alternatively withhold its decision on the settlement and the attorneys' fees until the necessary information, including the benefits distributed to the class and the reasonable lodestar, can be accurately quantified.

Dated: August 16, 2012

Respectfully submitted,



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OF COUNSEL:

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54 Walworth Avenue
Scarsdale, NY 10583
914.725.7716

Exhibit A

From: mdroz dov@aol.com
To: www.wweinsteinlaw.com
Subject: Fwd: Class Action Settlement Notice Ordered By Federal Court in Moore et al v. Verizon et al., Case No. 09-cv-1823 SBA
Date: Monday, July 23, 2012 8:57:51 PM

-----Original Message-----

From: Verizon Services <verizon-services@verizon.com>
To: mdroz dov <mdroz dov@aol.com>
Sent: Tue, Jun 26, 2012 8:25 pm
Subject: Class Action Settlement Notice Ordered By Federal Court in Moore et al v. Verizon et al., Case No. 09-cv-1823 SBA

Can't view this email properly? [Click here for the online version](#)



CLASS ACTION SETTLEMENT NOTICE

A federal court authorized this Notice. Read this Notice carefully. Your legal rights may be affected.

THIS IS NOT A SOLICITATION. THIS IS NOT A NOTICE THAT YOU HAVE BEEN SUED. THIS IS TO NOTIFY YOU THAT YOU MAY BE ENTITLED TO BENEFITS.

United States District Court for the Northern District of California

Moore et al. v. Verizon et al., Class Action Case No. 09-cv-1823 SBA

(Para ver este aviso en español, se puede visitar
www.verizonthirdpartybillingsettlement.com/espanol.)

You Received This Notice Because Verizon's Records Indicate You Were Billed For Third-Party Charges Between April 27, 2005 And February 28, 2012 And May Be Entitled To A Payment From this Class Action Settlement.

A Settlement has been preliminarily approved by the Court in a class action lawsuit against Verizon alleging that it billed landline phone customers for unauthorized charges from third-party companies (a practice known as "cramming"), in violation of federal and state law. Verizon denies any wrongdoing. The Court has not decided in favor of either the plaintiffs or defendants. Instead, both sides have agreed to settle the lawsuit in order to avoid the cost, delay, and uncertainty of litigation. The Settlement calls for payments to Class Members who file approved claims and injunctive relief designed to prevent future cramming.

You have the right as a member of the Settlement Class to file a claim for (1) a **Flat Payment Claim for \$40, or** (2) a **Full Payment Claim** for the **full amount** (i.e., 100%) of all unauthorized Third-Party Charges you paid between April 27, 2005 and February 28, 2012. To receive a

settlement payment, you must submit a Claim Form by **November 15, 2012**.

You have been sent this Notice because Verizon's records indicate that you have received Third-Party Charges on your Verizon bill during the class period and are therefore a class member and may be entitled to submit a claim for payments. To file your Claim on line, or to obtain a Claim Form, Click here.

How much will your payment be? That depends on whether you make a Flat Payment Claim or a Full Payment Claim. If you make a Flat Payment Claim that is approved, you will receive \$40. If you make a Full Payment Claim that is approved, you will receive the full amount (i.e., 100%) of all unauthorized Third-Party Charges you paid between April 27, 2005 and February 28, 2012 (the "Class Period"). It is not possible to tell how much each class member is entitled to receive under the Full Payment Claim option without getting the summary of all Third-Party Charges that Verizon will provide to you, for free, as described in the next paragraph, as part of this Settlement. Some class members may have a claim for less than \$40. Class counsel contends that some class members may have a claim for hundreds of dollars or more. To obtain payment, you must submit a Claim Form, which is available here or from the Settlement Administrator at www.verizonthirdpartybillingsettlement.com, 1-877-772-6219, or questions@verizonthirdpartybillingsettlement.com.

You can get a summary of all your Third-Party Charges. You may have been billed for Third-Party Charges over a period of months without having noticed it. To help identify unauthorized Third-Party Charges for which you were billed during the Class Period and decide whether to submit a Flat or Full Payment Claim, you can request a summary of all Third-Party Charges for which you were billed, for free. You may then use the summary of all Third-Party Charges to submit a Full Payment Claim on line, by e-mail or by mail.

To request a free summary of all of the Third-Party Charges that you were billed Click here or call 1-877-772-6219.

What are "unauthorized Third-Party Charges?" "Third-Party Charges" are charges for products or services provided by third-party companies (i.e., not Verizon) and are billed to your Verizon telephone bill, excluding certain charges identified in the class definition below. Examples of the types of products and services are: voicemail, email, fax, web page services (design, hosting or marketing), yellow page services, diet plans, identity protection and others. "Unauthorized Third-Party Charges" are Third-Party Charges you did not knowingly authorize.

You can block Third-Party Charges from being included on your phone bill. Verizon will, for free, place a "block" on your phone number so that certain Third-Party Charges will not be allowed to be billed to you in the future. To request the "block" on your phone number, call Verizon customer service toll free 1-800-VERIZON. If you later wish to remove the "block," you may do so, for free, by contacting Verizon at

the same number.

Who is in the Settlement Class? The Court certified a class for settlement purposes only consisting of: All current and former Verizon landline customers billed for Third-Party Charges submitted to Verizon by Billing Concepts Inc. a/k/a Billing Services Group Clearing Solutions or BSG d/b/a USBI and ZPDI, ACI Billing Services Inc. d/b/a OAN, Enhanced Services Billing, Inc. d/b/a ESBI, and HBS Billing Services Company (collectively, "Billing Concepts Inc."), The Billing Resource d/b/a Integretel, The Billing Resource LLC (collectively, "The Billing Resource"), ILD Teleservices, Inc. ("ILD"), Transaction Clearing, LLC ("Transaction Clearing") and PaymentOne Corp., d/b/a PaymentOne or Ebillit ("Payment One") from April 27, 2005 to February 28, 2012 (the "Settlement Class"). Excluded from the class are: (i) customers billed for only the following charges: (a) message telephone services ("MTS") usage charges; (b) charges that relate to a change in the customer's primary interexchange carrier ("PIC"); (c) charges billed by local telephone companies purchased from Verizon by Frontier Communications Corporation, FairPoint Communications, Inc., and Hawaiian Telcom; (ii) any judicial officer to whom the Action is assigned; and (iii) the U.S. government or any State government or instrumentality thereof. You received this email notice because Verizon's records indicate that you are a customer who was billed for such Third-Party Charges and are thus a member of the Settlement Class.

Do you have a lawyer representing you in this lawsuit? The Court appointed lawyers from four law firms to act as Class Counsel for the Settlement Class, whose information is at www.verizonthirdpartybillingsettlement.com. Class Counsel will ask the Court to approve payment of \$7,500,000 for attorneys' fees and expenses for their efforts in achieving this Settlement and for their risk in undertaking their representation on a contingency basis and payment of \$5,000 each to Desiree Moore and Karen Jones, for their services as Class Representatives. The Settlement Class will not be required to pay any portion of the fees and expenses and incentive awards awarded by the Court, which will be paid by Verizon. Payment of these items will not reduce the benefits available to the Settlement Class. You may hire your own attorney at your own cost if you wish, who may enter an appearance on your behalf.

The Court has preliminarily approved the Settlement. The Court-appointed Class Representatives, Desiree Moore and Karen Jones, and Court-appointed Class Counsel believe that the Settlement is in the best interests of the Settlement Class. The Settlement does not constitute an admission of any wrongdoing by Verizon. **IF YOU ARE A CLASS MEMBER, THE PROPOSED SETTLEMENT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.** This Notice is only a summary. For complete information, including deadlines by which you must act, you should read the full notice or the Settlement Agreement, available at

www.verizonthirdpartybillingsettlement.com.

Your legal rights and options in this Settlement	
<p>Submit a Claim Form</p>	<p>This is the only way to get a payment. You have the right as a member of the Settlement Class to apply for (1) Flat Payment Claim for \$40 or (2) a Full Payment Claim for the full amount (i.e., 100%) of all unauthorized Third-Party Charges you paid between April 27, 2005 and February 28, 2012. To receive a settlement payment, you must submit a Claim Form by November 15, 2012. To submit your Claim Form on line Click here.</p>
<p>Exclude yourself</p>	<p>Get no payment, but do not give up your right to sue Defendants or related entities. To exclude yourself, you must mail a signed, written request to be excluded from Moore v. Verizon, with your name, address, and phone number, to the Settlement Administrator postmarked by August 17, 2012. Requests to be excluded from the Settlement should be mailed to Moore v. Verizon Settlement Administrator, PO Box 4655, Portland, OR 97208-4655. Unless you exclude yourself, you will be in the Settlement Class, and if the Settlement is approved, will be bound by it, and release claims against Released Persons, as defined in the Settlement Agreement.</p>
<p>Comment or object</p>	<p>If you do not exclude yourself, you or your lawyer have the right to object to or comment on the Settlement, Class Counsel's request for attorneys' fees and expenses and/or incentive awards, by mailing objections, in writing, to: Class Counsel, John G. Jacobs at 122 S. Michigan Ave., Suite 1850, Chicago, IL 60603, and Verizon's Counsel at Henry A. Weissmann, 355 S. Grand, Ave., 35 Fl., Los Angeles, CA 90071-1560 and filing the same with the Clerk of the Court at 1301 Clay Street, St. 400 S., Oakland, CA 94612 by August 17, 2012. Objections must include the objector's name, address, phone number, a detailed statement of the objection, all factual and legal support for it, evidence supporting it, including evidence of the objector's membership in the Settlement Class and the caption and case number appearing on the Settlement Class Notice. No one will be permitted to appear at the final approval hearing to present an objection unless that person has complied with the requirements set forth for filing a timely written objection.</p>

Go to the hearing	If you would like, you may ask to speak in Court about the Settlement. You do not need to attend the hearing unless you wish to object in person, which is required to preserve your right to appeal the Settlement or award of attorneys' fees. The Court will hold a Final Approval Hearing on September 25, 2012 at 1:00 p.m. at the U.S. District Court, Northern District California, 1301 Clay Street, Oakland, CA 94612, Courtroom 1 to decide whether the Settlement should be approved as fair, reasonable and adequate and in the best interests of the Class and whether to approve Class Counsel's request for attorneys' fees and expenses and class representative incentive awards. The Court will be available to hear objections and arguments about the Settlement. The hearing may be changed to a different date or time without notice. No one will be permitted to appear at the final approval hearing to present an objection unless that person has complied with the requirements set forth for filing a timely written objection.
Do nothing	Get no payment and give up your right to sue Defendants and other released entities regarding the issues in this case.

This is only a summary of the Settlement. For a full description of the Settlement, your rights under it, the deadlines by which you must act, and copies of relevant documents, go to www.verizonthirdpartybillingsettlement.com. Questions or to obtain a Claim Form: Visit www.verizonthirdpartybillingsettlement.com, call 1-877-772-6219 toll free or send an email to questions@verizonthirdpartybillingsettlement.com.

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2012.0.2177 / Virus Database: 2437/5149 - Release Date: 07/23/12

Exhibit B

Bill Weinstein

From: AccountNotify@verizonwireless.com [eAccountNotify@verizonwireless.com]
Sent: Monday, August 06, 2012 9:38 AM
To: wweinstein@optonline.net
Subject: Account Change Notification Available in My Verizon
Attachments: _Certification_.htm

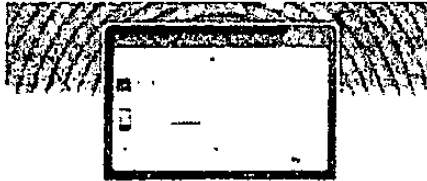


IMPORTANT ACCOUNT INFORMATION FROM VERIZON WIRELESS.

Your Wireless Number Ending With: 1084

Your confirmation letter includes an updated summary of your recent changes to the wireless number listed above. To view your copy, go to *My Documents and Receipts* and select the mobile number referenced above.

> [Go to My Documents and Receipts](#)



Thank you for choosing Verizon Wireless.

My Verizon is also available 24/7 to assist you with:

- Viewing your usage
- Updating your plan
- Adding Account Members
- Paying your bill
- Finding accessories for your devices
- And much, much more...

AMERICA'S LARGEST AND MOST RELIABLE HIGH SPEED WIRELESS NETWORK.

© 2011 Verizon Wireless

Verizon Wireless (One Verizon Way | Mail Code: 16339) | 1-800-942-6262

Use respect for your privacy. Please review our [privacy policy](#) for more information.

If you are not the intended recipient and feel you have received this in error, we do not want to update your customer notification preferences. Please [click here](#).

PO Box 4803
 Ardsburgh, CA 90101

RULE THE AIR

WILLIAM WEINSTEIN
 3 CLAREMONT RD
 SCARSDALE, NY 10583-1103

You recently updated your service on line
 914-523-1064.
 For a summary of your service read on.

August 7, 2012

Dear William Weinstein,

Thank you for being a Verizon Wireless customer. This letter confirms that the service update you requested on line 914-523-1064 went into effect on August 4, 2012. See a snapshot of your service below.

Sincerely,
 Verizon Wireless

SERVICE SUMMARY FOR LINE 914-523-1064 AS OF 08/04/12

Contract End Date: 03/22/14
 Early Termination Fee: Up To \$350

	TALK	TEXT
	SHARED	SHARED
Allowance	700 Mins.	Unlimited
Monthly Access - This Line	\$9.99	Included
Overage Rate	\$0.45/Min.	N/A

Included Feature(s) for this line: *Unlimited Nights And Weekend Share *Unlimited National M2m

CURRENT FEATURES	Price	CURRENT FEATURES	Price
* National Access Roaming	\$0.00	* Email & Web Unlimited	\$29.99

Account # : 0282257500-00001 Account Plan Description : Nationwide Talk & Text Shareplan

SHARED SERVICES

	TALK	TEXT
Allowance	700 Mins.	Unlimited
Monthly Access - Account	\$90.00	Included
Overage Rate	\$0.45/Min.	N/A
Total Monthly Line Access Charge	\$39.96	Included
Total Lines Enrolled	4	4

Nights: 9:01pm - 5:59am, Monday - Friday
 Weekends: 12:00am Saturday - 11:59pm Sunday

Please note: Individual lines may have additional, recurring monthly fees for non-shared services. Taxes & Surcharges apply; see details following this service summary.

Taxes & surcharges billed are based on:

- Monthly Regulatory Charge (subject to change from time to time) 16c per line
- Monthly Administrative Charge (subject to change from time to time) 99c per line
- Monthly Federal Universal Service Charge on interstate & international telecom charges 15.7% per line

(This percentage varies quarterly based on FCC rate)

Note:
 Federal Universal Service, Regulatory and Administrative Charges are Verizon Wireless charges, not taxes. Taxes and Verizon Wireless surcharges may be between 12% to 41% of your monthly bill.

Note: Please retain this letter, which is for information purposes only, for your records. Discounts apply only if you are on a qualifying plan. In the case of error, your Calling Plan and Customer Agreement will govern.

ADDED FEATURES	
411 Search ¹	Connect to a live operator and get automatic call completion for only \$1.09 per call, plus airtime. Up to 3 numbers can be provided per call.
Calling Features	Enjoy Basic Voice Mail with Message Waiting Indicator, Caller ID, Call Waiting, 3-Way Calling, Call Forwarding and No Answer/Busy Transfer.
Data Sent or Received ²	Data sent or received using Mobile Web (including advertising), Get It Now, and other data applications will be billed \$1.99 per megabyte.
International Roaming/Calling ³	Visit verizonwireless.com/international for applicable long distance and roaming rates, and for places you can call direct and use your phone.
International Text Messaging	From US to international destinations: \$0.20 per message received and \$0.25 per message sent. While traveling internationally: \$0.05 per message received and \$0.50 per recipient per message sent.
Mobile Web 2.0	Get the latest news, sports and weather tracking.
Unlimited Messaging ⁴	Send and receive Text, Picture & Video Messages to anyone on any network in the US.
Unlimited National Mobile to Mobile (M2M) Calling Minutes	To call other Verizon Wireless customers from within the U.S.
Unlimited Night & Weekend Minutes	Night hours: (Mon-Fri) 9:01 p.m. - 5:59 a.m. Weekend hours: (Sat-Sun) 12:00 a.m. - 11:59 p.m.

1. Rates and features vary when when outside the Nationwide Rate and Coverage Area.
 2. Data usage for smartphone users will be billed at \$0.015 per KB (\$15.36 per MB) unless you add a data block or data feature.
 3. International Dialing (I-Dial) may be required prior to calling or roaming internationally. To sign-up or activate call 1.800.922.0204.
 4. Applies when sending and receiving (i) Text messages in the United States; (ii) Text Messages sent via email; (iii) Instant Messages; (iv) Text Messages with customers of wireless carriers on participating networks in Canada, Mexico and Puerto Rico. Premium Messaging programs not included. Messaging is available from within the National Enhanced Services Rate and Coverage Area and is not available throughout the Nationwide Rate and Coverage Area.

For a map of your wireless coverage, visit verizonwireless.com/coverage/locator and enter a street address.

11340

Verizon Wireless is not responsible for any information, content or services you access, download or use from the Internet. You may access and monitor your data usage by accessing My Verizon online or by contacting Customer Service.

Verizon Wireless calling plans, rate and coverage areas, rates, agreement provisions, business practices, procedures and policies are subject to change as specified in the Customer Agreement.

11360

Exhibit C



Verizon
P.O. Box 33079
St. Petersburg, FL 33733-8079

NO CORRESPONDENCE ACCEPTED AT THIS ADDRESS

October 19, 2011

Enjoy your new service.
Here's what you'll need to know.

>09047 7181843 001 008016 03
William R Weinstein Esq
199 Main St Fl 4
White Plains NY 10601

Ref#: 9149972205

Dear William R Weinstein Esq:

Thank you for ordering the following service(s) from Verizon. The package features and calling services that you added, as shown below, became available on 10/19/11.

Telephone Number: 914 997-2205

Solutions Bundle Main Line - 2 year

- Voice Line
- Calling Features
- Caller ID and Voice Messaging
- Unlimited Nationwide Calling

Three-Way Calling

Caller ID

Call Forwarding

Business Call Answering

To receive the most benefit from your service(s), please read the enclosed instructions.

We look forward to assisting you in the future with your choice of many Verizon products and services to further enhance your services while growing your business.

For additional information, see our website at www.verizon.com.

Sincerely,

Verizon's Business Voice Services and Usage Team



CERTIFICATE OF SERVICE

WILLIAM R. WEINSTEIN, an attorney admitted to and in good standing with the bar of the State of New York and the United States Court of Appeals for the Ninth Circuit, among others, hereby certifies under penalties of perjury that, on August 16, 2012, he caused the foregoing Objections of Mark Drozdov to Proposed Class Action Settlement and Exhibits to be served by Priority Mail on the following recipients prescribed in the Frequently Asked Questions on the website relating to the Settlement of the action:

John G. Jacobs
122 S. Michigan Ave. , Suite 1850
Chicago, IL 60603
Counsel for Plaintiffs

Henry A. Weissmann
355 S. Grand, Ave., 35th Fl.
Los Angeles, CA. 90071-1560
Counsel for Verizon

Moore v. Verizon Settlement Administrator
PO Box 4655
Portland, OR 97208-4655

Dated: August 16, 2012



WILLIAM R. WEINSTEIN

EXHIBIT G-18

Richard Price
688 Fourth Ave,
Troy, NY 12180
Tel: 518-794-7586

August 16, 2012

Moore v. Verizon Settlement Administrator
PO Box 4655
Portland, OR 97208-4655

RE: Settlement in *Moore v. Verizon*, Case No. CV 09-1823 SBA

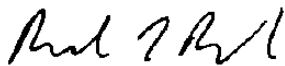
Dear Sir or Madam:

As a class member, I object to the settlement in this case. I feel my incurred expenses are much higher than the proposed \$40 settlement, and I would suspect other Verizon consumers were also.

Not only did I incur these third party charges, but after several times being told they would be reversed only to be charged late fees and other billing issues which eventually led to my account being charged off for \$85 and affecting my credit rating. As of this day, I have not received my request for third party billing that was put in weeks ago.

I have enclosed a letter I sent to Verizon in September of 2009, which hopefully will offer some understanding of the most horrible customer experience I have ever had, through Verizon. I would like further representation in this matter or know if I should proceed on the outcome of this settlement in a claims case against Verizon. Thank you for your time.

Sincerely,



Richard Price

(Enclosures)

September 29, 2009

Verizon Online
Attn: Disputes
P.O. Box 12045
Trenton, NJ 08650-2045

Re: Richard Price
688 4th Avenue
Troy, NY 12180
Verizon Account # 518 237 1753 831 24 1
Contact # 518-794-7586

Dear Verizon Representative,

I am writing this letter in dispute of charges on my Verizon online & phone account. I already know they are two entities based on my experiences and there seems to be no "one" department for accounts like mine. I have spent six and a quarter hours on the phone and words can't describe how I feel about Verizon's customer service handling. That being said, I will save those details for the many Websites dedicated to Verizon's customer service, where I can share my experiences with others who have had or will have similar experiences. This was supposed to be a basic, simple account and I was told my monthly bill would be around \$45. This was not a case of not wanting to pay a bill like I see some people complain about. I will detail the accounting side here and I guess wait to see what happens. One thing I have learned is there is no guarantee with anything Verizon.

I have numbered all attached paperwork in the bottom left corner for reference.

The problems began on my 2/22/09 bill (page 1-2). I was charged a \$14.99 "shipping and activation fee" when no modem was shipped or needed.

The next bill on 3/22/09 (Pages 3-4) showed a charge of \$33.76 from a so-called company called "Zero Plus Dialing"(Page 5). After spending time on the phone with a Verizon Rep, I learned about this company; was even connected to them 3-way by the Verizon Rep, where they actually wanted my address. I refused even though the Verizon representative that told me the phone had been "crammed" by this bogus company said nothing to defend my position, but did say the charges would be reversed and he would put an "cramming block" on my line. Thanks after the fact. He would also protect my account from late fees occurred because of this charge, which I would soon learn never would happen.

The next bill on 4/22/09 (Pages 6-7) added additional charges of \$4.62 (Page 8) onto the account phone again Zero Plus Dialing. The wrong charges were now totaling \$38.38, and I was deducting them and still paying my bill, which should have been \$44.46. I called Verizon again and was informed that a credit was issued but it would take up to two billing cycles to show up. OK I understand, I guess.

On the 5/22/09 bill (Pages 9-10) new charges were normal with the exception I feel of the late fee. That being said, I once again subtracted the Zero Plus charges and paid \$94.14 of the bill. Still no sign of any credit.

Next month's bill, 6/22/09 (Pages 11-12) Still no sign of the credit, which is exactly equal to what the previous balance owed is. I was charged a \$5. late fee on these charges in dispute, which I was told I would not be. This time I do have a problem with the late fee because my "true bill" was paid in full. This prompted another call to Verizon's billing department.

Now for the 7/22/09 Bill (Pages 13-15) which issues are related to Verizon Online and not the phone portion of the bill.

The Internet Services portion of the bill now totaled \$114.62 versus the normal \$19.99 round about usual amount. This is where my customer service nightmare really began. An assortment of charges were added, and the "My Verizon:Bill Details" on Page 15 showed why...I was now being charged for two separate account #'s.

Account # 009332 6908519 and also #009332 4942715.

I spent a great deal of time on the phone being shuffled around, and no representative could see this on my account. They only saw one account number. I finally had a lady representative who could see it and said it was under a woman's name, but she could do nothing and transferred me back to Verizon's over-sea's customer department. My online charges still should have been in the \$19.99 range like previous months.

On the 8/22/09 bill (pages 16-17) the billing saga continues as you can see. Details of the billing were shown again on the "My Verizon:Bill Details" (Page 18) At this time, I was fed up with both Verizon phone and online and told a representative I wanted to cancel my account but did not want to be charged the \$75 early termination fee. I felt I should have not been charged for leaving based on the service I was receiving or at least been transferred to a representative capable of handling a now intense customer service situation. She said that was not possible and after a long time on the phone offered to reverse charges and give a \$15 discount on my internet charges, which would now be \$4.99 a month. Sounded great. I should have paid the early termination fee and left instead. My Bill for my little old account was now upwards of \$336.46 and still climbing....

My recent Bill 9/22/09 (Pages 19-20) continued the Internet Services fees and now included a charge for a "promotion reimbursement" of \$100 (wouldn't a reimbursement be a credit?) and a very complicated list of other items except what should be there...either a \$19.99 charge or a \$4.99 charge that was offered for my satisfaction the month before. The month's bill added \$100 to my growing incorrect balance.

This was my last bill received to date of this letter, and by this time both services had long been shut off and I set up account with Time-Warner. I have also filed an online complaint with the FTC; I am not calling Verizon anymore.

I am sure there will be another bill coming, and I will continue to see more fees and most undoubtedly the early termination fee. I will continue to pursue this matter as I have invested so much time in a simple problem that is now seems like it has become a job. I would welcome any contact from Verizon to resolve these issues at the above number or address.

Regards,

Richard Price



Manage Your Account	Phone Number	Account Number	Billing Date
My Account at verizon.com/billview	518-237-1753	518 237 1753 831 24 1	2/22/2009

Quick Bill Summary

RICHARD PRICE
 PO BOX 176
 WEST LEBANON NY 12195-0176

Previous Balance	\$117.63
Payments Received Feb 23	-\$117.63
Balance Forward	\$0.00

Verizon News

Moving? 1-866-VZ-MOVES

One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your Internet, phone & digital TV in your new home in no time. Service availability varies.

Your Bill is Getting a Makeover!

We are redesigning the bill so it's easier to read. Quick Bill Summary will show a snapshot of your charges, which will now be grouped by Bundle, Voice, TV or Internet. If you have a bundle, its price will be displayed separately. For an Itemized view, go to Breakdown of Charges on page 3.

New Charges

Voice Services	(See pg 3)	\$13.85
Internet Services		\$46.59
Taxes, Fees & Other Charges		\$10.62
Total New Charges Due by March 19, 2009		\$71.06

Total Amount Due by March 19, 2009 \$71.06

These monthly charges are for your service from February 22 to March 21.

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
---	--	--



Please return this remit slip with payment

New Charges Due Mar 19, 2009
 Account Number 518 237 1753 831.24 1

Total Amount Due: \$71.06 022209

Make Check Payable to Verizon

\$

00015867 01 AT 0.346 V2403711 0056 XX
 RICHARD PRICE V11
 PO BOX 176
 WEST LEBANON NY 12195-0176

VERIZON
 PO BOX 1100
 ALBANY NY 12250-0001

020051823717538310241100 090890000000000000000000710602



Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1

Date Due
Mar 19, 2009

Page
3 of 4

Verizon Online Account
0093324942715

Breakdown of Charges

Voice Services

Monthly Charge for Dial Tone	13.85
Total Voice Services	\$13.85

Internet Services

Verizon High Speed Internet Jan 14 – Jan 31	11.61
Verizon High Speed Internet Feb 1 – Feb 28	19.99
Shipping and Activation Fee	14.99
Total Internet Services	\$46.59

Taxes, Fees & Other Charges

Voice	
Federal Tax	.63
NY State/Local Sales Tax	1.74
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.75
FCC Line Charge	6.42
Total Taxes, Fees & Other Charges	\$10.62



Manage Your Account	Phone Number	Account Number	Billing Date
My Account at verizon.com/billview	518-237-1753	518 237 1753 831 24 1	3/22/2009

RICHARD PRICE
 PO BOX 176
 WEST LEBANDON NY 12195-0176

Quick Bill Summary

pd. chk#
\$120.52

Previous Balance	\$71.06
Balance Forward	\$71.06

New Charges

Voice Services	(See pg 3)	\$13.85
Internet Services		\$19.99
Taxes, Fees & Other Charges		\$15.62
Other Providers	(See pg 4)	\$33.76
Total New Charges Due by April 16, 2009		\$83.22

Total Amount Due **\$154.28**

These monthly charges are for your service from March 22 to April 21.

Verizon News

Moving? 1-866-VZ-MOVES

One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your Internet, phone & digital TV in your new home in no time. Service availability varies.

$$\begin{array}{r}
 154.28 \\
 \text{CREDIT} - 33.76 \\
 \hline
 120.52
 \end{array}$$

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
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Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1
Date Due
Apr 16, 2009

Page
3 of 6

Questions?
Visit verizon.com
or call 1-800-VERIZON
(1-800-837-4966)

Verizon Online Account
0093324942715

Breakdown of Charges

Voice Services

Monthly Charge for Dtal Tone	13.85
Total Voice Services	\$13.85

Internet Services

Verizon High Speed Internet Mar 1 – Mar 31	19.99
Total Internet Services	\$19.99

Taxes, Fees & Other Charges

Voice	
Federal Tax	.63
NY State/Local Sales Tax	1.74
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.75
FCC Line Charge	6.42
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$15.62

4



Phone Number

518-237-1753

Account Number

518 237 1753 831 24 1

Date Due

Apr 16, 2009

Page

4 of 6

Other Providers

Zero Plus Dialing Inc

If you have questions concerning this portion of your bill, please contact Zero Plus Dialing Inc at 1-888-506-0734 or on the web at www.billview.com/zpdi

This portion of your bill is provided as a service to Zero Plus Dialing Inc.

Your local telephone service will not be disconnected for failure to pay the charges on this portion of your bill. If you fail to pay these charges, the service provider may pursue collections independently.

Called from 518 237 1753

Account Number: 5182371753831

Breakdown of Charges

Zero Plus Dialing Inc Summary

Collect Calls	27.15
Miscellaneous Charges and Credits	5.68
New York gross receipts tax surcharge	.93
Total	\$33.76

Call Detail

Collect Calls

Date	Time	Received from	Number	Rate period	Min:Sec	Amount
Billed on behalf of Custom TeleConnect						
Directly Dialed						
Feb 17	5:06 pm	Winterpark FL	407 672 2099	day	3.00	27.15
Total						\$27.15

Miscellaneous Charges and Credits

Date	Description	Amount
Billed on behalf of Custom TeleConnect		
Feb 17	Feduniversal Svc Fund	3.18
Feb 17	USF Carrier Admin Fee	2.50
Total		\$5.68

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THIS DATE 06/11/13 BY SP4 BTM/STW/STW



Manage Your Account	Phone Number	Account Number	Billing Date
My Account at verizon.com/billview	518-237-1753	518.237-1753 831 241	4/22/2009

RICHARD PRICE
 PO BOX 176
 WEST LEBANON NY 12195-0176

Quick Bill Summary

Previous Balance	\$154.28
Payments Received Apr 10	-\$120.52
Balance Forward	\$33.76

Verizon News

Moving? 1-866-VZ-MOVES

One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your Internet, phone & digital TV in your new home in no time. Service availability varies.

Verizon Foundation

Visit Thinkfinity.org for thousands of FREE educational resources for teachers, students, parents and the after-school community.

New Charges

Voice Services	(See pg 3)	\$13.85
Internet Services		\$19.99
Taxes, Fees & Other Charges		\$10.62
Other Providers	(See pg 4)	\$4.62
Total New Charges Due by May 18, 2009		\$49.08
Total Amount Due		\$82.84

These monthly charges are for your service from April 22 to May 21.

$$\begin{array}{r}
 82.84 \\
 - 38.38 \\
 \hline
 44.46
 \end{array}
 \qquad
 \begin{array}{r}
 33.76 \\
 + 4.62 \\
 \hline
 38.38
 \end{array}$$

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
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Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1

Date Due
May 18, 2009

Page
3 of 5

Questions?
Visit verizon.com
or call 1-800-VERIZON
(1-800-837-4966)

Verizon Online Account
0093324942715

Breakdown of Charges

Voice Services

Monthly Charge for Dial Tone	13.85
Total Voice Services	\$13.85

Internet Services

Verizon High Speed Internet Apr 1 – Apr 30	19.99
Total Internet Services	\$19.99

Taxes, Fees & Other Charges

Voice	
Federal Tax	.63
NY State/Local Sales Tax	1.74
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.75
FCC Line Charge	6.42
Total Taxes, Fees & Other Charges	\$10.62

Verizon Wireless Service Agreement: www.verizon.com/wireless/serviceagreement



Phone Number	Account Number	Date Due	Page
518-237-1753	518 237 1753 831 24 1	May 18, 2009	4 of 5

Other Providers

Zero Plus Dialing Inc

If you have questions concerning this portion of your bill, please contact Zero Plus Dialing Inc at 1-888-506-0734 or on the web at www.billview.com/zpdi

This portion of your bill is provided as a service to Zero Plus Dialing Inc.

Your local telephone service will not be disconnected for failure to pay the charges on this portion of your bill. If you fail to pay these charges, the service provider may pursue collections independently.

Called from 518 237 1753

Account Number: 5182371753831

Breakdown of Charges

Zero Plus Dialing Inc Summary

Miscellaneous Charges and Credits	4.49
New York gross receipts tax surcharge	.13
Total	\$4.62

Miscellaneous Charges and Credits

Date	Description	Amount
Billed on behalf of Custom TeleConnect		
Feb 17	Regassessment Fee	1.50
Feb 28	Lec Bill Fee	2.99
Total		\$4.49



Manage Your Account	Phone Number	Account Number	Billing Date
My Account at verizon.com/billview	518-237-1753	518 237 1753 831 24 1	5/22/2009

Verizon News
<p>Switch Now & Surf Twice as Fast</p> <p>Upgrade your Verizon High Speed Internet & get speeds up to 7M. It's easy! Just call 1-888-251-9655 & pay \$29.99 for the 1st 6 months & only \$39.99/mo for mos 7-12. Plus 250MB Verizon Online Back-up & Sharing. Availability & speeds vary. Other charges, taxes & terms apply.</p> <p>Talk Endlessly Without Time Limit</p> <p>With Verizon Freedom Value you can keep in touch with unlimited calling across the U.S. and Canada. Sign up for only \$44.99/mo & call your loved ones without worrying about the bill. Call 1-877-765-1113 today. Subject to taxes, fees & terms.</p>

Quick Bill Summary for

RICHARD PRICE

Previous Balance	\$82.84
No Payment Received	\$0.00
Balance Forward	\$82.84
New Charges	
Voice Services (See pg 3)	\$14.03
Internet Services	\$19.99
Taxes, Fees & Other Charges	\$15.66
Total New Charges Due by June 16, 2009	\$49.68
Total Amount Due	\$132.52

These monthly charges are for your service from May 22 to June 21.

SHOULD BE CREDITS FOR \$38.38

Pd. \$94.14

CHK 6/16

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
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Phone Number

Account Number

Date Due

Page

518-237-1753

518 237 1753 831 24 1

Jun 16, 2009

3 of 4

Questions?

Visit verizon.com
 or call 1-800-VERIZON
 (1-800-837-4966)

Verizon Online Account
 0093324942715

Breakdown of Charges

Voice Services

Verizon Local Calls (see Call Detail)	.18
Monthly Charge for Dial Tone	13.85
Total Voice Services	\$14.03

Internet Services

Internet 1/384 May 1 – May 31	19.99
Total Internet Services	\$19.99

Taxes, Fees & Other Charges

Voice	
Federal Tax	.64
NY State/Local Sales Tax	1.76
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.76
FCC Line Charge	6.42
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$15.66

Call Detail

Verizon Local Calls

Place called	Charge per call	Number of calls	Period	Amount
Refer to your phone book for rates and discount information.				
A	.09	2	day	
Total				\$.18

With message rate service you pay a set price for each local call you make no matter how long you talk.



Manage Your Account Phone Number Account Number Billing Date
 My Account at verizon.com/billview 518-237-1753 518-237-1753 831 24 1 6/22/2009

Verizon News

Talk Endlessly Without Time Limit
 With Verizon Freedom Value you can keep in touch with unlimited calling across the U.S. and Canada. Sign up for only \$44.99/mo. & call your loved ones w/o worrying about the bill. Call 1-888-240-8918 today. Subject to taxes, fees & terms.

Double Your Web Surfing Speed Now
 It's easy to upgrade your Verizon High Speed Internet to speeds up to 7M. Call 1-888-251-9657 & get \$10 off the first 6 mos & only pay \$39.99/mo for mos 7-12. No installation required & you even keep your email address. Availability & speeds vary. Other charges, taxes and terms apply.

Moving? 1-866-VZ-MOVES
 One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your Internet, phone & digital TV in your new home in no time. Service availability varies.

Quick Bill Summary for

RICHARD PRICE

Previous Balance		\$132.52
Payments Received Jun 18		-\$94.14
Balance Forward	37.32	\$38.38
New Charges		
Voice Services	(See pg 3)	\$16.02
Internet Services		\$19.99
Taxes, Fees & Other Charges		\$15.96
Total New Charges Due by July 17, 2009		\$51.97
Total Amount Due		\$90.35
		- 37.32
These monthly charges are for your service from June 22 to July 21.		\$53.03

ZERO PLUS DIALING
 PO BOX 29206
 SAN ANTONIO, TX 78229

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
--	--	---

Please return this remit slip with payment



New Charges Due Jul 17, 2009
 Account Number 518 237 1753 831 24 1

Total Amount Due: \$90.35 062209

Make Check Payable to Verizon

\$ 53.03

00019315 01 AT 0.357 V2412111 0079 XX
 RICHARD PRICE V11
 PO BOX 176
 WEST LEBANON NY 12195-0176



VERIZON
 PO BOX 1100
 ALBANY NY 12250-0001



020051823717538310241100 0920800000038380000000903500

11



Phone Number	Account Number	Date Due	Page
518-237-1753	518 237 1753 831 24 1	Jul 17, 2009	3 of 4

Questions?
 Visit verizon.com
 or call 1-800-VERIZON
 (1-800-837-4966)

Verizon Online Account
 0093324942715

Breakdown of Charges

Voice Services

Verizon Local Calls (see Call Detail)	.09
Monthly Charge for Dial Tone Jun 20 - Jul 21	15.93
Total Voice Services	\$16.02

Internet Services

Internet 1/384 Jun 1 - Jun 30	19.99
Total Internet Services	\$19.99

Taxes, Fees & Other Charges

Voice	
Federal Tax	.70
NY State/Local Sales Tax	1.92
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.84
FCC Line Charge	6.42
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$15.96

Call Detail

Verizon Local Calls

Place called	Charge per call	Number of calls	Period	Amount
Refer to your phone book for rates and discount information.				
A	.09	1	npt	
Total				\$0.09

With message rate service you pay a set price for each local call you make no matter how long you talk.



Manage Your Account Phone Number Account Number Billing Date
 My Account at verizon.com/billview 518-237-1753 518 237 1753 831 24 1 7/22/2009

Verizon News

Talk Endlessly Without Time Limit
 With Verizon Freedom Value you can keep in touch with unlimited calling across the U.S. and Canada. Sign up for only \$44.99/mo & call your loved ones w/o worrying about the bill. Call 1-888-240-8918 today. Subject to taxes, fees & terms.

Get Hooked on an Easy & Affordable In-Home Entertainment Experience
 Verizon Games on Demand & Starz® Play Entertainment Bundle offers unlimited access and downloads to 1,300+ full version PC games and 2,500+ movie and video selections at only \$16/mo, over 20% savings. Call 1-888-267-9124 now! Other charges, taxes & terms apply.

Moving? 1-866-VZ-MOVES
 One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your Internet, phone & digital TV in your new home in no time. Service availability varies.

Quick Bill Summary for

800-567-6789
 Billing Dept. 8-6

RICHARD PRICE

518 890-1500
 390 6464

Previous Balance	\$90.35
No Payment Received	\$0.00
Balance Forward	\$90.35
New Charges	
Voice Services (See pg 3)	\$15.80
Internet Services	\$114.62
Taxes, Fees & Other Charges	\$18.09
Total New Charges Due by August 17, 2009	\$148.51
Total Amount Due	\$238.86

These monthly charges are for your service from July 22 to August 21.

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4956)
--	--	---



Please return this remit slip with payment

New Charges Due Aug 17, 2009
 Account Number 518 237 1753 831 24 1
Total Amount Due: \$238.86 072209
 Make Check Payable to Verizon

\$ [] [] [] [] [] [] [] [] [] []

00019869 01 AT 0.357 V2414211 0081 XX
 RICHARD PRICE V11
 PO BOX 176
 WEST LEBANON NY 12195-0176

VERIZON
 PO BOX 1100
 ALBANY NY 12250-0001

020051823717538310241100 0923800000090350000002388605

13



Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1

Date Due
Aug 17, 2009

Page
3 of 4

Questions?
Visit verizon.com
or call 1-800-VERIZON
(1-800-837-4966)

Verizon Online Account
0093324942715

Breakdown of Charges

Voice Services	
Monthly Charge for Dial Tone	15.80
Total Voice Services	\$15.80
Internet Services	
Internet 3/768 May 26 – Jun 15	27.09
Internet Bundle Discount May 26 – Jun 15	-6.77
Internet 3/768 Jun 16 – Jul 15	39.99
Internet Bundle Discount Jun 16 – Jul 15	-10.00
Shipping and Activation Fee	14.99
Modem @ 39.99 Payment 1 of 3	13.33
Verizon Unlimited Games + Starz(R) Play Pak May 23 – Jun 22	20.98
Gaming Starz Play Bundle Discount May 23 – Jun 22	-4.98
Internet 1/384 Jul 1 – Jul 31	19.99
Total Internet Services	\$114.62
Taxes, Fees & Other Charges	
Voice	
Federal Tax	.69
NY State/Local Sales Tax	1.92
911 Surcharge	.35
Federal USF Surcharge	.90
Surcharge(s)	.84
FCC Line Charge	6.40
Internet	
State Tax	1.00
County Tax	.99
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$18.09

Internet and Phone Numbers

Visit verizon.com 24 hours a day or call 1-800-VERIZON (1-800-837-4966)

Enter your ten digit number 518-237-1753

Use 831 if asked for the three digits following your account number.

- Billing Questions and Bill Balance - say 'Billing' or press '1'
- Amount of Payment Due or Payment - say 'Payment' or press '1'
- Arrangements
- 24 Hour Repair or Technical Support - say 'Repair and Tech Support ' or press '2'
- To Order New Products - say 'New Products' or press '3'
- For Pending Orders - say 'Order Status' or press '4'
- Centro Hispano de Verizon verizon.com/espanol or 1-800-837-4966
- Preguntas de Pagos verizon.com/ or 1-800-837-4966

New Charges

New Charges

Voice Services	\$15.80
Monthly Charge for Dial Tone	\$15.80
Verizon Single Rate Long Distance	\$0.00

Internet Services **\$114.62**

New Charges for Account 0093326908519	
New Charges for Account 0093324942715	
Shipping and Activation Fee	\$14.99
Modem @ 39.99 Payment 1 of 3	\$13.33
Verizon Unlimited Games + Starz(R) Play Pak May 23 - Jun 22	\$20.98
Gaming Starz Play Bundle Discount May 23 - Jun 22	-\$4.98
Internet 1/384 Jul 1 - Jul 31	\$19.99

Taxes, Fees and Other Charges **\$18.09**

Voice

Federal Excise Tax	\$0.69
State Tax	\$1.92
Surcharge(s)	\$0.84
911 Surcharge	\$0.35
Federal Universal Service Fund Charge	\$0.90
FCC Line Charge	\$6.40

Internet

State Tax	\$1.00
County Tax	\$0.99

Miscellaneous

Late Payment Fee	\$5.00
------------------	--------

Total Charges **\$148.51**

Messages from Verizon

15



Manage Your Account Phone Number Account Number Billing Date
 My Account at verizon.com/billview 518-237-1753 518 237 1753 831 24 1 8/22/2009

Verizon News

Staying In Touch Made Easy!
 Get unlimited residential calling across the U.S. and to Canada with Verizon Freedom Value for a great low price of just \$44.99/mo. One low price and the best of the Network. Call 1-877-896-6077 for details. Terms & restrictions apply.

Great Entertainment for Less
 Verizon Games on Demand & Starz® Play Entertainment Bundle offers unlimited access and downloads to 1,400+ full version PC games and 2,500+ movie and video selections at only \$16/mo, over 20% savings. Call 1-888-658-8090 now for easy & affordable entertainment. Other charges, taxes & terms apply.

Get More, Save More.
 At Verizon, we want to make sure you're getting the best services at the best value - from phone and internet, to TV and money-saving bundles. Call 1-888-652-8111 today, and together we'll evaluate your current services, and find ways to save you even more.

Quick Bill Summary for

RICHARD PRICE

Previous Balance	\$238.86
No Payment Received	\$0.00
Balance Forward	\$238.86

New Charges

Voice Services	(See pg 3)	\$10.80
Internet Services		\$69.31
Taxes, Fees & Other Charges		\$17.49
Total New Charges Due by September 16, 2009		\$97.60

Total Amount Due \$336.46

These monthly charges are for your service from August 22 to September 21.

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
--	--	---



Please return this remittance slip with payment

New Charges Due Sep 16, 2009
 Account Number 518 237 1753 831 24 1

Total Amount Due: \$336.46 082209

Make Check Payable to Verizon

\$

00020711 01 AT 0.357 V2416511 0082 XX
 RICHARD PRICE V11
 PO BOX 176
 WEST LEBANON NY 12195-0176

VERIZON
 PO BOX 1100
 ALBANY NY 12250-0001





Phone Number	Account Number	Date Due	Page
518-237-1753	518 237 1753 831 24 1	Sep 16, 2009	3 of 4

Questions?
 Visit verizon.com
 or call 1-800-VERIZON
 (1-800-837-4966)

Verizon Online Account
 0093324942715

Breakdown of Charges

Voice Services

Monthly Charge for Dial Tone	15.80
HSI \$15 Bundle Offer	-5.00
This credit will apply to your bill up to and including your Jan 22, 2010 bill.	
Total Voice Services	\$10.80

Internet Services

Internet 3/768 Jul 16 - Aug 15	39.99
Internet Bundle Discount Jul 16 - Aug 15	-10.00
Modem @ 39.99 Payment 2 of 3	13.33
Verizon Unlimited Games + Starz(R) Play Pak Jun 23 - Jul 22	20.98
Gaming Starz Play Bundle Discount Jun 23 - Jul 22	-4.98
Internet 1/384 Aug 1 - Aug 31	19.99
HSI \$15 Bundle Offer	-10.00
This credit will apply to your bill up to and including your Jan 22, 2010 bill.	
Total Internet Services	\$69.31

Taxes, Fees & Other Charges

Voice	
Federal Tax	.69
NY State/Local Sales Tax	1.50
911 Surcharge	.35
Federal USF Surcharge	.83
Surcharge(s)	.72
FCC Line Charge	6.41
Internet	
State Tax	1.00
County Tax	.99
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$17.49



Español | My Verizon | Sign Out | Location: WESTLEBANON, NY 12195

Residential Business Wireless

Enter a search term

Internet TV Phone Bundles Support My Verizon

My Verizon

Welcome, RICHARD PRICE.

Viewing Account: 518 237 1753

Overview | My Bill | My Services | My Profile | Customer Service |

Account Summary	Breakdown of Charges		
Recent Activity	My Bill for: 22 Jul 09	Change	Print and Download
Custom Reports			Back
ONE-BILL®	New Charges		
Paperless Billing	+ Voice Services	\$15.80	
Payment Information	- Internet Services	\$114.62	
My Bill Actions	New Charges for Account 0093326908519		
View My Bill	New Charges for Account 0093324942715		
Print and Download Options	Shipping and Activation Fee	\$14.00	
Setup Payment	Modem @ 39.99 Payment 1 of 3	\$13.33	
Reminder	Verizon Unlimited Games + Starz(R) Play Pak May 23 - Jun 22	\$20.98	
Change Billing Address	Gaming Starz Play Bundle Discount May 23 - Jun 22	-\$4.98	
Request Past Bill Copy	Internet 1/384 Jul 1 - Jul 31	\$19.00	
Billing Terms	+ Taxes, Fees and Other Charges	\$18.00	
Payment Locations	Total Charges	\$148.51	
View Refund Status			

Bill FAQs

- How do I make payment arrangements?
- How do I dispute a charge on my bill?

- + Messages from Verizon
- + How to Reach VERIZON

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BHOP1RCDVA05V

18



Manage Your Account Phone Number Account Number Billing Date
 My Account at verizon.com/billview 518-237-1753 518 237 1753 831 24 1 9/22/2009

Verizon News

Staying In Touch Made Easy!
 Get unlimited residential calling across the U.S. and to Canada with Verizon Freedom Value for a great low price of just \$44.99/mo. One low price and the best of the Network. Call 1-888-747-5772 for details. Terms & restrictions apply.

Answers And Fixes 24/7, 365
 Now you can count on Verizon for more with Premium Technical Support. Wireless not working? Setting up a new PC for school? We're here for many issues. PC, peripherals and beyond. Just \$9.99/mo 1st 3 mos. plus taxes. Call 1-888-747-4977.

Get More, Save More
 At Verizon, we want to make sure you're getting the best services at the best value - from phone and internet, to TV and money-saving bundles. Call 1-888-652-8111 today, and together we'll evaluate your current services, and find ways to save you even more.

Quick Bill Summary for

RICHARD PRICE

Previous Balance	\$336.46
No Payment Received	\$.00
Adjustments (See pg 3)	-\$19.99
Balance Forward	\$316.47

New Charges

Voice Services (See pg 3)	\$10.80
Internet Services	\$92.01
Taxes, Fees & Other Charges	\$17.49
Total New Charges Due by October 19, 2009	\$120.30

Total Amount Due \$436.77

These monthly charges are for your service from September 22 to October 21.

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
--	--	---



Please return this remit slip with payment

New Charges Due Oct 19, 2009
 Account Number 518 237 1753 831 24 1

Total Amount Due: \$436.77 092209

Make Check Payable to Verizon

\$

00019562 01 AT 0.357 V2418511 0071 XX
 RICHARD PRICE V11
 PO BOX 176
 WEST LEBANON NY 12195-0176



VERIZON
 PO BOX 15124
 ALBANY NY 12212-5124

020051823717538310241100 0930100000316470000004367706



Phone Number

518-237-1753

Account Number

518 237 1753 831 24 1

Date Due

Oct 19, 2009

Page

3 of 4

Questions?

Visit verizon.com
or call 1-800-VERIZON
(1-800-837-4966)

Verizon Online Account
0093326908519

Adjustments

Internet	
Access Credit Aug 28	-19.99
Total Adjustments	-\$19.99

Breakdown of Charges

Voice Services

Monthly Charge for Dial Tone	15.80
HSI \$15 Bundle Offer	-5.00
This credit will apply to your bill up to and including your Jan 22, 2010 bill.	
Total Voice Services	\$10.80

Internet Services

Internet 3/768 Jul 28 - Aug 15	-18.38
Promotion Reimbursement	100.00
Modem @ 39.99 Payment 3 of 3	13.33
Verizon Unlimited Games + Starz(R) Play Pak	-8.46
State Tax	-.24
County Tax	-.24
Verizon Unlimited Games + Starz(R) Play Pak Jul 23 - Aug 22	20.98
Gaming Starz Play Bundle Discount Jul 23 - Aug 22	-4.98
HSI \$15 Bundle Offer	-10.00
This credit will apply to your bill up to and including your Jan 22, 2010 bill.	
Total Internet Services	\$92.01

Taxes, Fees & Other Charges

Voice	
Federal Tax	.69
NY State/Local Sales Tax	1.50
911 Surcharge	.35
Federal USF Surcharge	.83
Surcharge(s)	.72
FCC Line Charge	6.41
Internet	
State Tax	1.00
County Tax	.99
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$17.49

CREDIT REPORT / EQUIFAX
 CHARGE-OFF FROM VERIZON

VERIZON NEW YORK
 500 TECHNOLOGY DR
 WELDON SPRING MO 63304
 (877) 325-5156
Partial account number
 518237175....

Date opened Mar 2008
Date of status Apr 2009
Reported since Apr 2009
Last reported Jun 2010

Type Utility
Responsibility Individual
Terms 1 Months
Monthly payment NA

Credit limit or original amount Unknown
Recent balance \$85 as of Jun 2010
High balance NA

Status: Account charged off. \$85 written off. \$85 past due as of Jun 2010.
 Account history:
 Charge Off as of Jun 2010, Dec 2009, Oct 2009, Jun 2009, Apr 2009
 This account is scheduled to continue on record until Apr 2015.
 Your Statement: "Y ITEM DISPUTED BY CONSUMER"
 Creditor's statement: "Account closed at credit grantor's request."
 This item was verified and updated on Oct 2009.
 Address identification number: 25731397

PLEASE PRESS FIRMLY



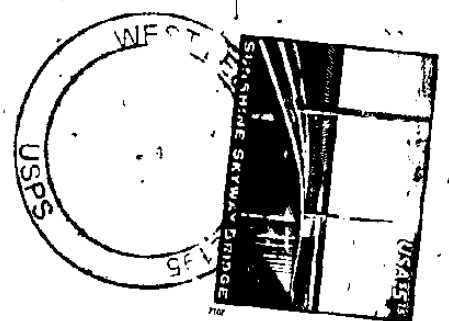
UNITED STATES POSTAL SERVICE

Flat Rate Mailing Envelope

Visit us at usps.com

ADDITIONAL RESTRICTIONS APPLY:
Customs forms are required. Consult the International Mail Manual (IMM) at pe.usps.gov or ask a retail associate for details.

PLEASE PRESS FIRMLY



UNITED STATES POSTAL SERVICE

For Domestic and International Use



FROM *R. Price*
688 4th AVE
TROY, NY 12180

TO *Moore v. Verizon Settlement Admin.*
PO Box 4655
Forlano, OR 97208-4655

Label 229, January 2008

PS00001000014



EXHIBIT G-19

Richard Price
688 Fourth Ave,
Troy, NY 12180
Tel: 518-794-7586

August 16, 2012

Henry A. Weissmann
355 S. Grand, Ave., 35th Fl.
Los Angeles, CA. 90071-1560

RE: Settlement in *Moore v. Verizon*, Case No. CV 09-1823 SBA

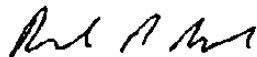
Dear Sir:

As a class member, I object to the settlement in this case.
I feel my incurred expenses are much higher than the proposed \$40 settlement.

Not only did I incur these third party charges, but after several times being told they would be reversed only to be charged late fees and other billing issues which eventually led to my account being charged off for \$85 and affecting my credit rating.

I have enclosed a letter I sent to Verizon in September of 2009, which hopefully will offer some understanding of the most horrible customer experience I have ever had, through Verizon. I would like further representation in this matter or know if I should proceed on the outcome of this settlement in a claims case against Verizon. Thank you for your time.

Sincerely,



Richard Price

(Enclosures)

September 29, 2009

Verizon Online
Attn: Disputes
P.O. Box 12045
Trenton, NJ 08650-2045

Re: Richard Price
688 4th Avenue
Troy, NY 12180
Verizon Account # 518 237 1753 831 24 1
Contact # 518-794-7586

Dear Verizon Representative,

I am writing this letter in dispute of charges on my Verizon online & phone account. I already know they are two entities based on my experiences and there seems to be no "one" department for accounts like mine. I have spent six and a quarter hours on the phone and words can't describe how I feel about Verizon's customer service handling. That being said, I will save those details for the many Websites dedicated to Verizon's customer service, where I can share my experiences with others who have had or will have similar experiences. This was supposed to be a basic, simple account and I was told my monthly bill would be around \$45. This was not a case of not wanting to pay a bill like I see some people complain about. I will detail the accounting side here and I guess wait to see what happens. One thing I have learned is there is no guarantee with anything Verizon.

I have numbered all attached paperwork in the bottom left corner for reference.

The problems began on my 2/22/09 bill (page 1-2). I was charged a \$14.99 "shipping and activation fee" when no modem was shipped or needed.

The next bill on 3/22/09 (Pages 3-4) showed a charge of \$33.76 from a so-called company called "Zero Plus Dialing"(Page 5). After spending time on the phone with a Verizon Rep, I learned about this company; was even connected to them 3-way by the Verizon Rep, where they actually wanted my address. I refused even though the Verizon representative that told me the phone had been "crammed" by this bogus company said nothing to defend my position, but did say the charges would be reversed and he would put an "cramming block" on my line. Thanks after the fact. He would also protect my account from late fees occurred because of this charge, which I would soon learn never would happen.

The next bill on 4/22/09 (Pages 6-7) added additional charges of \$4.62 (Page 8) onto the account phone again Zero Plus Dialing. The wrong charges were now totaling \$38.38, and I was deducting them and still paying my bill, which should have been \$44.46. I called Verizon again and was informed that a credit was issued but it would take up to two billing cycles to show up. OK I understand, I guess.

On the 5/22/09 bill (Pages 9-10) new charges were normal with the exception I feel of the late fee. That being said, I once again subtracted the Zero Plus charges and paid \$94.14 of the bill. Still no sign of any credit.

Next month's bill, 6/22/09 (Pages 11-12) Still no sign of the credit, which is exactly equal to what the previous balance owed is. I was charged a \$5. late fee on these charges in dispute, which I was told I would not be. This time I do have a problem with the late fee because my "true bill" was paid in full. This prompted another call to Verizon's billing department.

Now for the 7/22/09 Bill (Pages 13-15) which issues are related to Verizon Online and not the phone portion of the bill.

The Internet Services portion of the bill now totaled \$114.62 versus the normal \$19.99 round about usual amount. This is where my customer service nightmare really began. An assortment of charges were added, and the "My Verizon:Bill Details" on Page 15 showed why...I was now being charged for two separate account #'s.

Account # 009332 6908519 and also #009332 4942715.

I spent a great deal of time on the phone being shuffled around, and no representative could see this on my account. They only saw one account number. I finally had a lady representative who could see it and said it was under a woman's name, but she could do nothing and transferred me back to Verizon's over-sea's customer department. My online charges still should have been in the \$19.99 range like previous months.

On the 8/22/09 bill (pages 16-17) the billing saga continues as you can see. Details of the billing were shown again on the "My Verizon:Bill Details" (Page 18) At this time, I was fed up with both Verizon phone and online and told a representative I wanted to cancel my account but did not want to be charged the \$75 early termination fee. I felt I should have not been charged for leaving based on the service I was receiving or at least been transferred to a representative capable of handling a now intense customer service situation. She said that was not possible and after a long time on the phone offered to reverse charges and give a \$15 discount on my internet charges, which would now be \$4.99 a month. Sounded great. I should have paid the early termination fee and left instead. My Bill for my little old account was now upwards of \$336.46 and still climbing....

My recent Bill 9/22/09 (Pages 19-20) continued the Internet Services fees and now included a charge for a "promotion reimbursement" of \$100 (wouldn't a reimbursement be a credit?) and a very complicated list of other items except what should be there....either a \$19.99 charge or a \$4.99 charge that was offered for my satisfaction the month before. The month's bill added \$100 to my growing incorrect balance.

This was my last bill received to date of this letter, and by this time both services had long been shut off and I set up account with Time-Warner. I have also filed an online complaint with the FTC; I am not calling Verizon anymore.

I am sure there will be another bill coming, and I will continue to see more fees and most undoubtedly the early termination fee. I will continue to pursue this matter as I have invested so much time in a simple problem that is now seems like it has become a job. I would welcome any contact from Verizon to resolve these issues at the above number or address.

Regards,

Richard Price



Manage Your Account	Phone Number	Account Number	Billing Date
My Account at verizon.com/billview	518-237-1753	518 237 1753 831 24 1	2/22/2009

Quick Bill Summary

RICHARD PRICE
 PO BOX 176
 WEST LEBANON NY 12195-0176

Previous Balance	\$117.63
Payments Received Feb 23	-\$117.63
Balance Forward	\$.00

Verizon News
<p>Moving? 1-866-VZ-MOVES</p> <p>One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your Internet, phone & digital TV in your new home in no time. Service availability varies.</p> <p>Your Bill is Getting a Makeover!</p> <p>We are redesigning the bill so it's easier to read. Quick Bill Summary will show a snapshot of your charges, which will now be grouped by Bundle, Voice, TV or Internet. If you have a bundle, its price will be displayed separately. For an itemized view, go to Breakdown of Charges on page 3.</p>

New Charges		
Voice Services	(See pg 3)	\$13.85
Internet Services		\$46.59
Taxes, Fees & Other Charges		\$10.62
Total New Charges Due by March 19, 2009		\$71.06

Total Amount Due by March 19, 2009 \$71.06

These monthly charges are for your service from February 22 to March 21.

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
--	--	---



Please return this remit slip with payment

New Charges Due Mar 19, 2009
 Account Number 518 237 1753 831 24 1

Total Amount Due: \$71.06 022209

Make Check Payable to Verizon

\$ □□.□□

00015867 01 AT 0.346 V2403711 0056 XX
 RICHARD PRICE V11
 PO BOX 176
 WEST LEBANON NY 12195-0176

VERIZON
 PO BOX 1100
 ALBANY NY 12250-0001





Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1

Date Due
Mar 19, 2009

Page
3 of 4

Verizon Online Account
0093324942715

Breakdown of Charges

Voice Services

Monthly Charge for Dial Tone	13.85
Total Voice Services	\$13.85

Internet Services

Verizon High Speed Internet Jan 14 – Jan 31	11.61
Verizon High Speed Internet Feb 1 – Feb 28	19.99
Shipping and Activation Fee	14.99
Total Internet Services	\$46.59

Taxes, Fees & Other Charges

Voice	
Federal Tax	.63
NY State/Local Sales Tax	1.74
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.75
FCC Line Charge	6.42
Total Taxes, Fees & Other Charges	\$10.62



Manage Your Account	Phone Number	Account Number	Billing Date
My Account at verizon.com/billview	518-237-1753	518 237 1753 831 24 1	3/22/2009

Quick Bill Summary

Ad. Chk #
\$120.52

RICHARD PRICE
PO BOX 176
WEST LEBANON NY 12195-0176

Previous Balance	\$71.06
Balance Forward	\$71.06

New Charges

Voice Services	(See pg 3)	\$13.85
Internet Services		\$19.99
Taxes, Fees & Other Charges		\$15.62
Other Providers	(See pg 4)	\$33.76
Total New Charges Due by April 16, 2009		\$83.22

Total Amount Due **\$154.28**

These monthly charges are for your service from March 22 to April 21.

Verizon News

Moving? 1-866-VZ-MOVES

One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your internet, phone & digital TV in your new home in no time. Service availability varies.

$$\begin{array}{r}
 154.28 \\
 \text{CREDIT} - 33.76 \\
 \hline
 120.52
 \end{array}$$

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
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Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1

Date Due
Apr 16, 2009

Page
3 of 6

Questions?
Visit verizon.com
or call 1-800-VERIZON
(1-800-837-4966)

Verizon Online Account
0093324942715

Breakdown of Charges

Voice Services	
Monthly Charge for Dial Tone	13.85
Total Voice Services	\$13.85
Internet Services	
Verizon High Speed Internet Mar 1 – Mar 31	19.99
Total Internet Services	\$19.99
Taxes, Fees & Other Charges	
Voice	
Federal Tax	.63
NY State/Local Sales Tax	1.74
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.75
FCC Line Charge	6.42
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$15.62



Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1

Date Due
Apr 16, 2009

Page
4 of 6

Other Providers

Zero Plus Dialing Inc

If you have questions concerning this portion of your bill, please contact Zero Plus Dialing Inc at 1-888-506-0734 or on the web at www.billview.com/zpd

This portion of your bill is provided as a service to Zero Plus Dialing Inc.

Your local telephone service will not be disconnected for failure to pay the charges on this portion of your bill. If you fail to pay these charges, the service provider may pursue collections independently.
Called from 518 237 1753

Account Number: 5182371753831

Breakdown of Charges

Zero Plus Dialing Inc Summary

Collect Calls	27.15
Miscellaneous Charges and Credits	5.68
New York gross receipts tax surcharge	.93
Total	\$33.76

Call Detail

Collect Calls

Date	Time	Received from	Number	Rate period	Min:Sec	Amount
Billed on behalf of Custom TeleConnect						
Directly Dialed						
Feb 17	5:08 pm	Winterpark FL	407 672 2099	day	3:00	27.15
Total						\$27.15

Miscellaneous Charges and Credits

Date	Description	Amount
Billed on behalf of Custom TeleConnect		
Feb 17	Feduniversal Svc Fund	3.18
Feb 17	USF Carrier Admin Fee	2.50
Total		\$5.68



Manage Your Account	Phone Number	Account Number	Billing Date
My Account at verizon.com/billview	518-237-1753	518 237 1753 831 24 1	4/22/2009

Quick Bill Summary

RICHARD PRICE
 PO BOX 176
 WEST LEBANON NY 12195-0176

Previous Balance	\$154.28
Payments Received Apr 10	-\$120.52
Balance Forward	\$33.76

Verizon News

Moving? 1-866-VZ-MOVES

One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your Internet, phone & digital TV in your new home in no time. Service availability varies.

Verizon Foundation

Visit Thinkfinity.org for thousands of FREE educational resources for teachers, students, parents and the after-school community.

New Charges	
Voice Services (See pg 3)	\$13.85
Internet Services	\$19.99
Taxes, Fees & Other Charges	\$10.62
Other Providers (See pg 4)	\$4.62
Total New Charges Due by May 18, 2009	\$49.08
Total Amount Due	\$82.84

These monthly charges are for your service from April 22 to May 21.

$$\begin{array}{r}
 82.84 \\
 - 38.38 \\
 \hline
 44.46
 \end{array}$$

$$\begin{array}{r}
 33.76 \\
 + 4.62 \\
 \hline
 38.38
 \end{array}$$

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
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Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1

Date Due
May 18, 2009

Page
3 of 5

Questions?
Visit verizon.com
or call 1-800-VERIZON
(1-800-837-4966)

Verizon Online Account
0093324942715

Breakdown of Charges

Voice Services

Monthly Charge for Dial Tone	13.85
Total Voice Services	\$13.85

Internet Services

Verizon High Speed Internet Apr 1 - Apr 30	19.99
Total Internet Services	\$19.99

Taxes, Fees & Other Charges

Voice	
Federal Tax	.63
NY State/Local Sales Tax	1.74
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.75
FCC Line Charge	6.42
Total Taxes, Fees & Other Charges	\$10.62



Phone Number	Account Number	Date Due	Page
518-237-1753	518 237 1753 831 24 1	May 18, 2009	4 of 6

Other Providers

Zero Plus Dialing Inc

If you have questions concerning this portion of your bill, please contact Zero Plus Dialing Inc at 1-888-506-0734 or on the web at www.billview.com/zpd

This portion of your bill is provided as a service to Zero Plus Dialing Inc.

Your local telephone service will not be disconnected for failure to pay the charges on this portion of your bill. If you fail to pay these charges, the service provider may pursue collections independently.

Called from 518 237 1753

Account Number: 5182371753831

Breakdown of Charges

Zero Plus Dialing Inc Summary

Miscellaneous Charges and Credits	4.49
New York gross receipts tax surcharge	.13
Total	\$4.62

Miscellaneous Charges and Credits

Date	Description	Amount
Billed on behalf of Custom TeleConnect		
Feb 17	Regassessment Fee	1.50
Feb 28	Lec Bill Fee	2.99
Total		\$4.49



Manage Your Account Phone Number Account Number Billing Date
 My Account at verizon.com/billview 518-237-1753 518 237 1753 831 24 1 5/22/2009

Verizon News

Switch Now & Surf Twice as Fast
 Upgrade your Verizon High Speed Internet & get speeds up to 7M. It's easy! Just call 1-888-251-9655 & pay \$29.99 for the 1st 6 months & only \$39.99/mo for mos 7-12. Plus 250MB Verizon Online Back-up & Sharing. Availability & speeds vary. Other charges, taxes & terms apply.

Talk Endlessly Without Time Limit
 With Verizon Freedom Value you can keep in touch with unlimited calling across the U.S. and Canada. Sign up for only \$44.99/mo & call your loved ones without worrying about the bill. Call 1-877-765-1113 today. Subject to taxes, fees & terms.

Quick Bill Summary for

RICHARD PRICE

Previous Balance	\$82.84
No Payment Received	\$.00
Balance Forward	\$82.84

New Charges

Voice Services	(See pg 3) \$14.03
Internet Services	\$19.99
Taxes, Fees & Other Charges	\$15.66
Total New Charges Due by June 16, 2009	\$49.68

Total Amount Due ~~\$132.52~~

These monthly charges are for your service from May 22 to June 21.

SHOULD BE CREDITS FOR \$38.38
Pd. \$94.14
CHK 6/16

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
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Phone Number	Account Number	Date Due	Page
518-237-1753	518 237 1753 831 24 1	Jun 16, 2009	3 of 4

Questions?
 Visit verizon.com
 or call 1-800-VERIZON
 (1-800-837-4966)
 Verizon Online Account
 0093324942715

Breakdown of Charges

Voice Services

Verizon Local Calls (see Call Detail)	.18
Monthly Charge for Dial Tone	13.85
Total Voice Services	\$14.03

Internet Services

Internet 1/384 May 1 -- May 31	19.99
Total Internet Services	\$19.99

Taxes, Fees & Other Charges

Voice	
Federal Tax	.64
NY State/Local Sales Tax	1.76
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.76
FCC Line Charge	6.42
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$15.66

Call Detail

Verizon Local Calls

Place called	Charge per call	Number of calls	Period	Amount
Refer to your phone book for rates and discount information.				
A	.09	2	day	
Total				\$.18

With message rate service you pay a set price for each local call you make no matter how long you talk.



Manage Your Account Phone Number Account Number Billing Date
 My Account at verizon.com/billview 518-237-1753 518-237-1753 831 24 1 6/22/2009

Verizon News

Talk Endlessly Without Time Limit
 With Verizon Freedom Value you can keep in touch with unlimited calling across the U.S. and Canada. Sign up for only \$44.99/mo. & call your loved ones w/o worrying about the bill. Call 1-888-240-8918 today. Subject to taxes, fees & terms.

Double Your Web Surfing Speed Now
 It's easy to upgrade your Verizon High Speed Internet to speeds up to 7M. Call 1-888-251-9657 & get \$10 off the first 6 mos & only pay \$39.99/mo for mos 7-12. No installation required & you even keep your email address. Availability & speeds vary. Other charges, taxes and terms apply.

Moving? 1-866-VZ-MOVES
 One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your Internet, phone & digital TV in your new home in no time. Service availability varies.

Quick Bill Summary for

RICHARD PRICE

Previous Balance	\$132.52
Payments Received Jun 18	-\$94.14
Balance Forward	\$38.38

37.32

New Charges

Voice Services	(See pg 3)	\$16.02
Internet Services		\$19.99
Taxes, Fees & Other Charges		\$15.96
Total New Charges Due by July 17, 2009		\$51.97

Total Amount Due **\$90.35**

37.32

These monthly charges are for your service from June 22 to July 21. **53.03**

ZERO PLUS DIALING
 PO BOX 29206
 SAN ANTONIO, TX 78229

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
--	--	---

Please return this remit slip with payment



New Charges Due Jul 17, 2009
 Account Number 518 237 1753 831 24 1

Total Amount Due: \$90.35 **062209**

Make Check Payable to Verizon

\$ 53 03

00019315 01 AT 0.357 V2412111 0079 XX
 RICHARD PRICE V11
 PO BOX 178
 WEST LEBANON NY 12195-0178

VERIZON
 PO BOX 1100
 ALBANY NY 12250-0001



020051823717538310241100 0920800000838380000000903500



Phone Number	Account Number	Date Due	Page
518-237-1753	518 237 1753 831 24 1	Jul 17, 2009	3 of 4

Questions?
 Visit verizon.com
 or call 1-800-VERIZON
 (1-800-837-4966)
 Verizon Online Account
 0093324942715

Breakdown of Charges

Voice Services

Verizon Local Calls (see Call Detail)	.09
Monthly Charge for Dial Tone Jun 20 - Jul 21	15.93
Total Voice Services	\$16.02

Internet Services

Internet 1/384 Jun 1 - Jun 30	19.99
Total Internet Services	\$19.99

Taxes, Fees & Other Charges

Voice	
Federal Tax	.70
NY State/Local Sales Tax	1.92
911 Surcharge	.35
Federal USF Surcharge	.73
Surcharge(s)	.84
FCC Line Charge	6.42
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$15.96

Call Detail

Verizon Local Calls

Place called	Charge per call	Number of calls	Period	Amount
Refer to your phone book for rates and discount information.				
A	.09	1	ngt	
Total				\$.09

With message rate service you pay a set price for each local call you make no matter how long you talk.



Manage Your Account Phone Number Account Number Billing Date
 My Account at verizon.com/billview 518-237-1753 518 237 1753 831 24 1 7/22/2009

Verizon News

Talk Endlessly Without Time Limit
 With Verizon Freedom Value you can keep in touch with unlimited calling across the U.S. and Canada. Sign up for only \$44.99/mo & call your loved ones w/o worrying about the bill. Call 1-888-240-8918 today. Subject to taxes, fees & terms.

Get Hooked on an Easy & Affordable In-Home Entertainment Experience
 Verizon Games on Demand & Starz® Play Entertainment Bundle offers unlimited access and downloads to 1,300+ full version PC games and 2,500+ movie and video selections at only \$16/mo, over 20% savings. Call 1-888-267-9124 now! Other charges, taxes & terms apply.

Moving? 1-866-VZ-MOVES
 One call gets you up & running! Count on the Verizon network to make at least one part of your move easier. Across the street or across the nation all you need is one call to Verizon to set up your internet, phone & digital TV in your new home in no time. Service availability varies.

Quick Bill Summary for

800-567-6789
 Billing Dept. 8-6

RICHARD PRICE

518 890-500
 390 6464

Previous Balance	\$90.35
No Payment Received	\$.00
Balance Forward	\$90.35

New Charges

Voice Services	(See pg 3)	\$15.80
Internet Services		\$114.62
Taxes, Fees & Other Charges		\$18.09
Total New Charges Due by August 17, 2009		\$148.51

Total Amount Due \$238.86

These monthly charges are for your service from July 22 to August 21.

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
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Please return this remit slip with payment

New Charges Due Aug 17, 2009
 Account Number 518 237 1753 831 24 1

Total Amount Due: \$238.86 072209

Make Check Payable to Verizon

\$ [] [] [] [] [] [] [] [] [] []

00019869 01 AT 0.357 V2414211 0081 XX
 RICHARD PRICE V11
 PO BOX 176
 WEST LEBANON NY 12195-0176

VERIZON
 PO BOX 1100
 ALBANY NY 12250-0001



020051823717538310241100 0923800000090350000002388605



Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1

Date Due
Aug 17, 2009

Page
3 of 4

Questions?
Visit verizon.com
or call 1-800-VERIZON
(1-800-837-4966)

Verizon Online Account
0093324942715

Breakdown of Charges

Voice Services

Monthly Charge for Dial Tone	15.80
Total Voice Services	\$15.80

Internet Services

Internet 3/768 May 26 - Jun 15	27.09
Internet Bundle Discount May 26 - Jun 15	-6.77
Internet 3/768 Jun 16 - Jul 15	39.99
Internet Bundle Discount Jun 16 - Jul 15	-10.00
Shipping and Activation Fee	14.99
Modem @ 39.99 Payment 1 of 3	13.33
Verizon Unlimited Games + Starz(R) Play Pak May 23 - Jun 22	20.98
Gaming Starz Play Bundle Discount May 23 - Jun 22	-4.98
Internet 1/384 Jul 1 - Jul 31	19.99
Total Internet Services	\$114.62

Taxes, Fees & Other Charges

Voice	
Federal Tax	.69
NY State/Local Sales Tax	1.92
911 Surcharge	.35
Federal USF Surcharge	.90
Surcharge(s)	.84
FCC Line Charge	6.40
Internet	
State Tax	1.00
County Tax	.99
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$18.09

Verizon.com Online Bill

Internet and Phone Numbers

Visit verizon.com 24 hours a day or call 1-800-VERIZON (1-800-837-4966)

Enter your ten digit number 518-237-1753

Use 831 if asked for the three digits following your account number.

Billing Questions and Bill Balance

- say 'Billing' or press '1'

Amount of Payment Due or Payment

- say 'Payment' or press '1'

Arrangements

24 Hour Repair or Technical Support

- say 'Repair and Tech Support ' or press '2'

To Order New Products

- say 'New Products' or press '3'

For Pending Orders

- say 'Order Status' or press '4'

Centro Hispano de Verizon

verizon.com/espanol or 1-800-837-4966

Preguntas de Pagos

verizon.com/ or 1-800-837-4966

New Charges

New Charges

Voice Services \$15.80

Monthly Charge for Dial Tone \$15.80

Verizon Single Rate Long Distance \$0.00

Internet Services \$114.62

New Charges for Account 0093326908519

New Charges for Account 0093324942715

Shipping and Activation Fee \$14.99

Modem @ 39.99 Payment 1 of 3 \$13.33

Verizon Unlimited Games + Starz(R) Play Pak May 23 - Jun 22 \$20.98

Gaming Starz Play Bundle Discount May 23 - Jun 22 -\$4.98

Internet 1/384 Jul 1 - Jul 31 \$19.99

Taxes, Fees and Other Charges \$18.09

Voice

Federal Excise Tax \$0.69

State Tax \$1.92

Surcharge(s) \$0.84

911 Surcharge \$0.35

Federal Universal Service Fund Charge \$0.90

FCC Line Charge \$6.40

Internet

State Tax \$1.00

County Tax \$0.99

Miscellaneous

Late Payment Fee \$5.00

Total Charges \$148.51

Messages from Verizon



Manage Your Account

Phone Number

Account Number

Billing Date

My Account at verizon.com/billview

518-237-1753

518 237 1753 831 24 1

8/22/2009

Verizon News

Staying In Touch Made Easy!
Get unlimited residential calling across the U.S. and to Canada with Verizon Freedom Value for a great low price of just \$44.99/mo. One low price and the best of the Network. Call 1-877-896-6077 for details. Terms & restrictions apply.

Great Entertainment for Less
Verizon Games on Demand & Starz® Play Entertainment Bundle offers unlimited access and downloads to 1,400+ full version PC games and 2,500+ movie and video selections at only \$16/mo, over 20% savings. Call 1-888-658-8090 now for easy & affordable entertainment. Other charges, taxes & terms apply.

Get More, Save More.
At Verizon, we want to make sure you're getting the best services at the best value - from phone and Internet, to TV and money-saving bundles. Call 1-888-652-8111 today, and together we'll evaluate your current services, and find ways to save you even more.

Quick Bill Summary for

RICHARD PRICE

Previous Balance	\$238.86
No Payment Received	\$0.00
Balance Forward	\$238.86
New Charges	
Voice Services (See pg 3)	\$10.80
Internet Services	\$69.31
Taxes, Fees & Other Charges	\$17.49
Total New Charges Due by September 16, 2009	\$97.60
Total Amount Due	\$336.46

These monthly charges are for your service from August 22 to September 21.

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
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Please return this remittance slip with payment

New Charges Due Sep 16, 2009
Account Number 518 237 1753 831 24 1

Total Amount Due: \$336.46 082209

Make Check Payable to Verizon

\$

00020711 01 AT 0.357 V2416511 0082 XX

RICHARD PRICE V11

PO BOX 176

WEST LEBANON NY 12195-0176



VERIZON

PO BOX 1100

ALBANY NY 12250-0001





Phone Number	Account Number	Date Due	Page
518-237-1753	518 237 1753 831 24 1	Sep 16, 2009	3 of 4

Questions?
 Visit verizon.com
 or call 1-800-VERIZON
 (1-800-837-4966)
Verizon Online Account
 0093324942715

Breakdown of Charges

Voice Services

Monthly Charge for Dial Tone	15.80
HSI \$15 Bundle Offer	-5.00
This credit will apply to your bill up to and including your Jan 22, 2010 bill.	
Total Voice Services	\$10.80

Internet Services

Internet 3/768 Jul 16 -- Aug 15	39.99
Internet Bundle Discount Jul 16 -- Aug 15	-10.00
Modem @ 39.99 Payment 2 of 3	13.33
Verizon Unlimited Games + Starz(R) Play Pak Jun 23 -- Jul 22	20.98
Gaming Starz Play Bundle Discount Jun 23 -- Jul 22	-4.98
Internet 1/384 Aug 1 -- Aug 31	19.99
HSI \$15 Bundle Offer	-10.00
This credit will apply to your bill up to and including your Jan 22, 2010 bill.	
Total Internet Services	\$69.31

Taxes, Fees & Other Charges

Voice	
Federal Tax	.69
NY State/Local Sales Tax	1.50
911 Surcharge	.35
Federal USF Surcharge	.83
Surcharge(s)	.72
FCC Line Charge	6.41
Internet	
State Tax	1.00
County Tax	.99
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$17.49

Account | My Verizon | Sign Out | Location: WEST LEBANON, NY 12195

Residential Business Wireless

Enter a search term

Internet TV Phone Bundles Support My Verizon

My Verizon

Welcome, RICHARD PRICE.

Viewing Account: 518 237 1733

Overview | My Bill | My Services | My Profile | Customer Service |

Account Summary

Breakdown of Charges

Recent Activity

My Bill for: 22 Jul 09 [Change](#)

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Custom Reports

[Back](#)

ONE-BILL®

New Charges

Paperless Billing

Payment Information

+ Voice Services	\$15.80
- Internet Services	\$114.82
New Charges for Account 0093326908518	
New Charges for Account 0093324842715	
Shipping and Activation Fee	\$14.89
Modem @ 39.99 Payment 1 of 3	\$13.33
Verizon Unlimited Gamee + Starz(R) Play Pak May 23 - Jun 22	\$20.98
Gaming Starz Play Bundle Discount May 23 - Jun 22	-\$4.98
Internet 1/384 Jul 1 - Jul 31	\$19.99
+ Taxes, Fees and Other Charges	\$18.09
Total Charges	\$148.51

My Bill Actions

- [View My Bill](#)
- [Print and Download Online](#)
- [Setup Payment Reminder](#)
- [Change Billing Address](#)
- [Request Fast Bill Copy](#)
- [Billing Terms](#)
- [Payment Locations](#)
- [View Refund Status](#)

Bill FAQs

- [How do I make payment arrangements?](#)
- [How do I dispute a charge on my bill?](#)

- + [Messages from Verizon](#)
- + [How to Reach VERIZON](#)

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BWDPIR00VACEV



Manage Your Account Phone Number Account Number Billing Date
 My Account at verizon.com/billview 518-237-1753 518 237 1753 831 24 1 9/22/2009

Verizon News

Staying In Touch Made Easy!
 Get unlimited residential calling across the U.S. and to Canada with Verizon Freedom Value for a great low price of just \$44.99/mo. One low price and the best of the Network. Call 1-888-747-5772 for details. Terms & restrictions apply.

Answers And Fixes 24/7, 365
 Now you can count on Verizon for more with Premium Technical Support. Wireless not working? Setting up a new PC for school? We're here for many issues. PC, peripherals and beyond. Just \$9.99/mo 1st 3 mos. plus taxes. Call 1-888-747-4977.

Get More, Save More
 At Verizon, we want to make sure you're getting the best services at the best value - from phone and Internet, to TV and money-saving bundles. Call 1-888-652-8111 today, and together we'll evaluate your current services, and find ways to save you even more.

Quick Bill Summary for

RICHARD PRICE

Previous Balance \$336.46
 No Payment Received \$0.00
 Adjustments (See pg 3) -\$19.99
Balance Forward \$316.47

New Charges
 Voice Services (See pg 3) \$10.80
 Internet Services \$92.01
 Taxes, Fees & Other Charges \$17.49
Total New Charges Due by October 19, 2009 \$120.30

Total Amount Due \$436.77

These monthly charges are for your service from September 22 to October 21.

Direct Payment Enrollment verizon.com/billpay	Online Billing & Payment verizon.com/billview	Questions about your bill? verizon.com or 1-800-VERIZON (1-800-837-4966)
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Please return this remit slip with payment

New Charges Due Oct 19, 2009
 Account Number 518 237 1753 831 24 1

Total Amount Due: \$436.77 092209

Make Check Payable to Verizon

\$

00019562 01 AT 0.357 V2418511 0071 XX
 RICHARD PRICE V11
 PO BOX 176
 WEST LEBANON NY 12195-0176



VERIZON
 PO BOX 15124
 ALBANY NY 12212-5124

020051823717538310241100 0930100000316470000004367706



Phone Number
518-237-1753

Account Number
518 237 1753 831 24 1

Date Due
Oct 19, 2009

Page
3 of 4

Questions?
Visit verizon.com
or call 1-800-VERIZON
(1-800-837-4966)

Verizon Online Account
0093326908519

Adjustments

Internet	
Access Credit Aug 28	-19.99
Total Adjustments	-\$19.99

Breakdown of Charges

Voice Services

Monthly Charge for Dial Tone	15.80
HSI \$15 Bundle Offer	-5.00
This credit will apply to your bill up to and including your Jan 22, 2010 bill.	
Total Voice Services	\$10.80

Internet Services

Internet 3/768 Jul 28 - Aug 15	-18.38
Promotion Reimbursement	100.00
Modem @ 39.99 Payment 3 of 3	13.33
Verizon Unlimited Games + Starz(R) Play Pak	-8.46
State Tax	-.24
County Tax	-.24
Verizon Unlimited Games + Starz(R) Play Pak Jul 23 - Aug 22	20.98
Gaming Starz Play Bundle Discount Jul 23 - Aug 22	-4.98
HSI \$15 Bundle Offer	-10.00
This credit will apply to your bill up to and including your Jan 22, 2010 bill.	
Total Internet Services	\$92.01

Taxes, Fees & Other Charges

Voice	
Federal Tax	.69
NY State/Local Sales Tax	1.50
911 Surcharge	.35
Federal USF Surcharge	.83
Surcharge(s)	.72
FCC Line Charge	6.41
Internet	
State Tax	1.00
County Tax	.99
Miscellaneous	
Late Payment Charge	5.00
Total Taxes, Fees & Other Charges	\$17.49

*CREDIT REPORT / EQUIFAX
CHARGE-OFF FROM VERIZON*

VERIZON NEW YORK	Date opened	Date of status	Type	Responsibility	Credit limit or original amount	Recent balance	Status
500 TECHNOLOGY DR	Mar 2008	Apr 2009	Utility	Individual	Unknown	\$85 as of Jun 2010	Account charged off, \$85 written off, \$85 past due as of Jun 2010.
WELDON SPRING MO 63304	Reported since	Last reported	Terms		High balance		Account history:
(877) 325-5156	Apr 2009	Jun 2010	1 Months		NA		Charge Off as of Jun 2010, Dec 2009, Oct 2009, Jun 2009, Apr 2009
Partial account number			Monthly payment				This account is scheduled to continue on record until Apr 2015.
518237175....			NA				Your Statement: Y ITEM DISPUTED BY CONSUMER*
							Creditor's statement: *Account closed at credit grantor's request.*
							This item was verified and updated on Oct 2009.
							Address identification number: 25731397

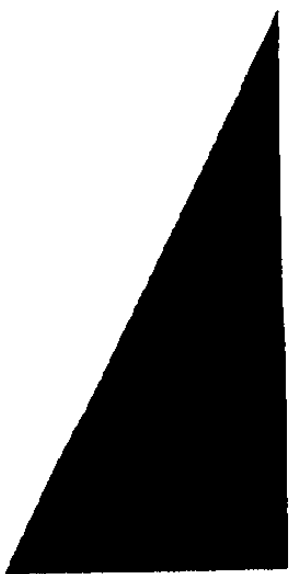


EXHIBIT G-20

RONALD M. GREEN
5540 BARNHOLLOW RD,
NORFOLK, VA 23502

ronaldpreppie@aol.com
757-466-2965 Home

July 6, 2012

Henry A. Weissmann,
355 S. Grand, Ave., 35th Fl.
Los Angeles, CA. 90071-1560 (Verizon's counsel)

RE: OBJECTION

TO WHOM IT MAY CONCERN:

I, Ronald M. Green of 5540 Barnhollow Road, Norfolk, Va. 23502, a plaintiff class member objects to current settlement for the following reasons:

1). I object to the United States government being a plaintiff since the government with each respective state had a regulatory responsibility to avoid such fiascos or debacles with sufficient and more stringent regulation backed with supervisory follows-ups on especially all Corporations like Verizon, who also receive massive tax breaks. *The government's portion considered should be split among the other class members due to inadequate execution and enforcement of laws.* This has largely along with Verizon's conduct alleged contributed to providing the importunity for cramming. Now this is further supported by:

- a). The "Declaration" of John G. Jacobson page 2, lines 19-21,
- b). "Declaration of David Schachman", number 4, page 3 lines 5-13,
- c). Again, with respect to government regulation(at least annual accountability of "Verizon" to customers and the government, and quarterly accountability from Third Party Billing to Verizon) in relations to number 9 of page 5 of Schachman's Decl.,
- d). With respect towards the inadequacies of government and defendants in relations to the " Declaration of the Honorable Daniel H. Weinstein(Ret) in Support of Motion for Preliminary Approval of Class Action Settlement, page 5, lines 16-19, and
- e). In further support of the defendant's conduct complained of with respect to deficient governmental execution and enforcement towards accountability, number 20 of page 8 of the declaration of the Honorable judge D. H. Weinstein.

2). It appears based on my understanding that the amounts payable to each class member apart from the lead plaintiffs equals to "Full payment of claims"(100%) of monies charged unauthorized. Unless the other issues raised by Class Counsel applies such as actual, treble, and exemplary damages, for class plaintiff(in addition to injunctive and declaratory relief, interest, costs, and reasonable attorneys fees).

3). Now if such damages do apply then I object to a complete lump sum payment made if the amount is more than \$1,000.00 rather than paid in increments of \$1,000.00 or less consecutively until exhausted due to disability requirements such as the "Substantive Gainful Activity Level".

4). I object to the period certain for determining claims without having verification of knowledge within the Amended Complaint or subsequent motions. I support a 10 year period certain based on "the Senate Report" of page 9 of 34 of the Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class action Settlement; Memorandum of Points and Authorities in Support Thereof.

5). I object to the payment amounts of the lead plaintiffs and Class Counsel because these people are heroes and should be paid three times as much at minimum of what is reported in current settlement.

6). I'm not anticipating appearing before the U.S.D.C. for the Northern District of California for the Final Approval hearing, however; I object if my right to reserve a change of mind to appear would be denied pursuant to the Stipulation and Settlement Agreement page 29 of D.1.(v), Objections by Settlement Class Members.

7). I object to Termination for Unexpected Incident of Exclusion and Termination for Modification Reversal or Failure to Obtain Approval on page 29, numbers A. and B., it should not be convenient for the defendants in relations to the inconvenience defendants have imposed on class plaintiffs. Any suffering of defendants is only consequential and well deserved.

8). With respect to Effect of Termination or Non-Occurrence of Effective Date, I object because whatever portions of the Settlement are workable, each class member should have the right to decide on the outcome of whether to accept after determination of defendant's denial by each class member's acknowledgement of right to choose to settle based on denial options.

9). Responding only in letter form rather than by motion unless letters become exhibits to be added to the record.

10). I object to the fact I haven't received the package to view over my account for cramming, when I had made my request by phone on or around 05/23/12, and by email on 05/30/12.

Thank you sincerely,



Ronald M. Green

RONALD M. GREEN
5540 BARNHOLLOW ROAD
NORFOLK, VIRGINIA 23502

March 1, 2010

VERIZON
P. O. BOX 9000
ANNAPOLIS, MD 21401-9000

RE: Freeze on my account #: 000126094858 13Y, since 03/18/04 and future Notifications?

TO WHOM IT MAY CONCERN:

On March 18, 2004, I called Verizon to report a carrier I saw on the internet appearing to attempt to switch me from Verizon without authorization. I was also persuaded by Verizon to put a freeze on my account as witnessed and recorded by a Third Party Verifier, who in turn informed me that I must notify Verizon to remove the freeze if I decide to change to another carrier. Documentation in support of the verification was also placed on the subsequent billing.

However; my inquiry before you today is to find out why Verizon once notified of my intent to switch carriers and port my phone number only sought to deny Ooma(new carrier) and myself of my Request despite the paperwork I initialed with Ooma to display my obvious "intent to contract"? In addition, on September 14, 2009, and September 22, 2009, included but not limited thereto; why wasn't I also again reminded and/or informed of the freeze on my account during the times I made aware to Verizon of my intent to change carriers, cut off one phone line(757-466-8826) and/or reduce current phone services to Economy plans, when Verizon during those times asked(as answered) why was I changing, cutting off and/or reducing services?

I'm also requesting a copy of the verification process as recorded on 03/18/04 along with what constitutes notification from a customer for intent to change carriers pursuant to your corporate policy, and/or procedure. Please inform me of any costs necessary to accommodate my requests.

Thank you sincerely,



RONALD M. GREEN 757-466-2965 HOME 757-348-0436 CELL

EXHIBIT G-21

Sanae Dillard
9725 Ramona St #9
Bellflower, CA 90706
Pinkylove777@gmail.com
562-760-2967

September 1, 2012
Class Counsel, John G. Jacobs
122 S. Michigan Ave, Suite 1850
Chicago, IL 60603

Verizon's Counsel at Henry A. Weissmann
355 S. Grand Ave. 35th floor
Los Angeles, CA 90071

Clerk of the Court
1301 Clay Street, 400 S
Oakland, CA 94612

RE: Objection

I Sanae Dillard continuously received emails regarding a class action lawsuit with Moore et al v. Verizon et al., Case No. 09-cv1823 SBA and I responded by doing one of the following and that is to request the third party charges between April 27, 2005 and February 28, 2012. I never received that information but instead received an email on August 27, 2012 stating that Verizon records show that the account for which I requested a summary report for wasn't billed 3rd party charges and that if I have questions I could submit a letter to Moore Settlement Administrator. I object to this because I recall when it was happening questioning Verizon wireless representatives as to why I was being charged for the third party companies that I had been seeing on my bill that I hadn't seen before and I was told that it had something to do with taxes and it wasn't them doing it and it was out of their control. I can't recollect all of that information because I shredded those statements. I have been with Verizon wireless over approximately 7 years and have had different numbers and cell phones and I don't recall everything, but I do recall being charged by third parties and I was upset about it as well. I would like to be compensated and Verizon Wireless should have copies of all of this information seeing that everything is computerized, they know who they has paid third parties. This is absurd. I also received a letter telling me that I would get a long distance phone benefit in connection with the settlement case entitled Cowit v. Celco Partnership d/b/a/ Verizon Wireless which I don't know if it has something to do with this case, but I don't want that because my plan already comes with long distance benefits.

Thank-You
Sanae Dillard

Sanae Dillard

Old VZ #
562-760-9256

EXHIBIT G-22

4/25/13

To Verizon third party
billing Settlement Class
action Settlement Admini-
stration C/O C/P/S System
more v Verizon Case no
CV-09-182-5BA
Portland, OR 97208-4655

U Sandoz A Diaz would
like to exclude myself
from the more v Verizon.
U Sandoz, Diaz object to
the Settlement. I would
like to settle for \$400,000
U was betrayed and left
All the way of Sincerely Sincerely

my pin number is
7895517690800

SETTLEMENT CLAIM FORM

Moore v. Verizon Class Action Settlement Claim Form
 Moore et al., v. Verizon et al., Case No. 09-cv-1823 SBA

This Claim Form must be postmarked or received no later than October 21, 2013.

To receive a settlement payment, please select either a Flat Payment Claim or Full Payment Claim, but not both, by checking the appropriate box below.

Flat Payment Claim (\$40): I hereby submit a claim for the flat payment amount of \$40 for all Third-Party Charges that were billed to me during the Class Period. In support of my claim, I state that I: (i) paid for Third-Party Charges; (ii) did not knowingly authorize those Third-Party Charges; (iii) did not receive a full refund of those Third-Party Charges; (iv) did not intentionally use the service associated with those Third-Party Charges; and (v) did not release claims related to those Third-Party Charges in any prior litigation.

Full Payment Claim (100% refund of unauthorized charges): I hereby submit a claim for benefits in the full amount of any

Third-Party Charges that I incurred during the Class Period, for a total of \$ 99,999.99. In support of my claim, I state that I: (i) paid Third-Party Charges in the claimed amount; (ii) did not knowingly authorize Third-Party Charges in the claimed amount; (iii) did not receive a full refund of the claimed Third-Party Charges; (iv) did not intentionally use the service associated with the claimed Third-Party Charges; and (v) did not release claims related to those Third-Party Charges in any prior litigation.

In support of my Full Payment Claim, I have attached the summary of third-party charges Verizon provided to me as part of this Settlement.

Please Type or Print in the Boxes Below; Do NOT use Red Ink, Pencil, or Staples

First Name: Sandra MI: A Last Name: 192

Business Name (if applicable):

Mailing Address (Street, PO Box, Suite or Office Number, as applicable): 794 Madison Avenue

City: Darlington State: MS Zip Code: 07507

Current Telephone Number: 973-689-6332

Current Email Address: Sandra192mad@bmail.com
 (Username) (Domain name)

Are you submitting a claim for a current account or former account? (If you terminated your service with Verizon on or after April 11, 2012, please select the Current Account option): Current Account: Former Account:

If you are submitting a claim for a current account, please provide the Verizon Account Number to which the unauthorized charges were billed: 9736896332

If you are submitting a claim for a former account, please provide the PIN that was on the back of the Postcard notice you received: 9733459998

In order to complete this Claim Form you must sign it below.

By signing below I hereby verify under penalty of perjury that, to the best of my knowledge and belief, the statements made in this Claim Form are true and correct.

Signature: Sandra Deuz

Date: 05-29-13
 M M D D Y Y

To file a Claim Form online, visit www.verizonthirdpartybillingsettlement.com. If you are submitting a hard copy, mail this Claim Form, along with any necessary documentation, to:

Moore v. Verizon Settlement Administrator
 PO Box 4655
 Portland, OR 97208-4655

PLEASE DO NOT SEND THIS TO VERIZON.

02-CA3071
 L2102 v01 04 10 2013

Questions or to obtain a Claim Form: visit www.verizonthirdpartybillingsettlement.com, or call 1-877-772-6219 toll free or email at questions@verizonthirdpartybillingsettlement.com.

CLAIM FORM INSTRUCTIONS

Read and follow these instructions carefully. Failure to follow these instructions could result in the rejection of your claim for a settlement payment. If you have questions or need help in filling out the Claim Form, you can call the Settlement Administrator at 1-877-772-6219. You must file your claim no later than October 21, 2013.

If you received a Notice of this class action Settlement in the mail, by email, or as a result of receiving a post card notice about the Settlement, it is because Verizon's records indicate that you are either a current or former landline telephone customer of Verizon who was billed for Third-Party Charges between April 27, 2005 and February 28, 2012, and may be entitled to a payment under the Settlement.

If you were billed for unauthorized charges, you have the right as a member of the Settlement Class to submit a claim for **either**: (a) a Flat Payment Claim for \$40, **or** (b) a Full Payment Claim for a refund of the full amount (i.e., 100%) of all unauthorized Third-Party Charges that you paid between April 27, 2005 and February 28, 2012. Verizon will provide you, for free, a summary of all of the third-party charges that you paid during the relevant time period that you can submit with your Claim Form. To get a summary of charges, contact the Settlement Administrator at www.verizonthirdpartybillingsettlement.com, 1-877-772-6219, or questions@verizonthirdpartybillingsettlement.com.

Follow the steps below to submit a Claim Form for a settlement payment. If you do not submit a Claim Form, you will not receive any payment under the terms of the Settlement.

Step One—Complete and Sign the Claim Form

- (1) check the box to indicate if you are submitting a Flat Payment Claim **or** a Full Payment Claim, but not both;
- (2) if the Full Payment Claim is selected, (a) identify the total dollar amount you claim, and (b) confirm that you have provided the required supporting information or documentation from the summary of third-party charges. In the case of an online claim, you must include information from the summary of third-party charges. In the case of a paper or mailed claim, you must attach the paper summary of third-party charges. **This information is required only for Full Payment Claims.**
- (3) provide your name, current address, current telephone number, and current email address; **If your address changes after you file your claim, please provide your full name, new address, and account number or PIN to the Settlement Administrator.**
- (4) provide your Verizon account information: (a) if you are submitting a claim for a current Verizon Account, please provide the Verizon Account Number to which the unauthorized charges were billed (your Account Number can be found at the top of your Verizon bill); (b) if you are submitting a claim for a former Verizon Account, please provide the PIN that was printed on the back of your postcard notice. You may have both an account number(s) for your current Verizon account(s) and PIN(s) for a former Verizon account(s), and you are allowed to obtain billing summaries and file claims for all such accounts. If you need assistance locating the Verizon Account Number on your bill, or the PIN that was printed on your postcard notice, visit www.verizonthirdpartybillingsettlement.com, or contact the Settlement Administrator at the contact information below.
- (5) please note that if you have multiple Verizon Account Numbers, or assigned PINs, you may attach a separate sheet of paper to list the additional Account Numbers or PINs if the contact information is exactly the same for all Account Numbers, or assigned PINs. Otherwise, you will need to submit a separate Claim Form for each Verizon Account Number or PIN. For each Account Number, or PIN, indicate if you are submitting a Flat Payment Claim or a Full Payment Claim. You must identify the total dollar amount and provide the summary of third-party charges for each Verizon Account Number or PIN for which you select a Full Payment Claim. You may also contact Class Counsel at (877) 593-2088 for additional assistance with multiple accounts or PINs.
- (6) sign the completed Claim Form.

Note: For Flat Payment Claims, you need only provide the information requested in items (1), (3), (4) and (6) above.

Step Two—Submit the Claim Form to the Settlement Administrator by the Claims Deadline

Claim Forms may be submitted online at www.verizonthirdpartybillingsettlement.com, by mail to Moore v. Verizon Settlement Administrator, PO Box 4655, Portland, OR 97208-4655, or email to questions@verizonthirdpartybillingsettlement.com. To be on time, the Settlement Class member's Claim Form must be postmarked or received by **October 21, 2013**.

What happens to the Claim Forms: Verizon and the other entities involved in the third-party charges have the opportunity to challenge a Claim Form if they believe that the Class Member is not entitled to payment under the terms of the Settlement. For a full listing of the bases on which challenges can be made, go to www.verizonthirdpartybillingsettlement.com and consult the FAQ concerning the claims challenge process. If a Claim Form is challenged, the Class Member will be informed and will have an opportunity to respond. Class Counsel will help you, for free, in the event your claim is challenged. The Court-appointed Settlement Administrator will make the final decision.

IF YOU FAIL TO SUBMIT YOUR CLAIM FORM ON OR BEFORE OCTOBER 21, 2013, YOUR CLAIM MAY NOT BE APPROVED.

No paper Claim Form will be accepted without an original signature.

FAILURE TO FILL OUT THE CLAIM FORM COMPLETELY MAY RESULT IN THE REJECTION OF YOUR CLAIM.

NO PAYMENTS WILL BE MADE AVAILABLE UNTIL AFTER FINAL APPROVAL OF THE SETTLEMENT BY THE COURT, INCLUDING AFTER ANY APPEALS ARE RESOLVED. THE PROCESS MAY TAKE TIME. PLEASE BE PATIENT.

Questions or to obtain a Claim Form: visit www.verizonthirdpartybillingsettlement.com,
or call 1-877-772-6219 toll free or email at
questions@verizonthirdpartybillingsettlement.com.

EXHIBIT G-23

May 9, 2012

John G. Jacobs, Esq
122 S. Michigan Ave. St. 1850
Chicago, IL 60603

✓ Henry A. Weissmann,
355 S. Grand Ave., 35th Fl
Los Angeles, CA 90071-1560

Clerk of the Court
1301 Clay Street, St. 400 S
Oakland, CA 94612

U.S. District Court, Northern District California
Court Room 1
131 Clay Street
Oakland, CA 94612

To: Whom it May concern:

RE: Moore v. Verizon law suit settlement.

I am writing to object/ appeal the settlement, class counsel's request for attorney's fees & expenses
(7,500,000) and/or incentive awards (10,000 total).

I would like to appeal the settlement or award of attorney's fees. I want all my winnings of the class action suit to come directly to me in the
Moore v. Verizon law suit.

Sincerely,



Shirley A. Jones

Cell: 617-212-2195, press # to bypass greeting

Email address: sjones@rhdboston.org

✓

EXHIBIT G-24

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

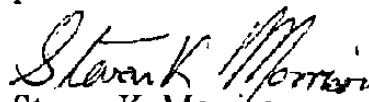
Moore et al v. Verizon et al Class Action Case No. cv-1823 SBA

OBJECTION TO THE PROPOSED SETTLEMENT

My name is Steven K. Morrison and I received a notice (printed on yellow background) that I had the opportunity to object to the proposed settlement. I am 77 years old and retired and the notice also told me that I should expect to receive \$40 or some still undisclosed amount from the proposed settlement. I am spending more than 3 percent of my alleged return on postage to object to the proposed settlement.

The people who may be liable for my possible \$40 and the 7.5 million dollar legal fees are mainly the 2012 Verizon stockholders. But those culpable for the scurrilous behavior were those individuals at Verizon who developed the scheme and were rewarded for misleading and overbilling Verizon customers, an activity which produced their inflated salaries, bonuses and stock options in earlier years. Not only should they have exclusive liability for the settlement and the attorney fees, but they should be fired from their Verizon employment now!

There may be cases that do or do not support this viewpoint. I am not going to devote a lot more of my great windfall return to hire someone to do legal research as the Notice suggests I might. However, I am really vexed that this sleazy behavior (a Ponzi scheme that I did not and do not consent to) apparently goes unaddressed and the actual perpetrators have an insufficient personal downside for their bad behavior.


Steven K. Morrison
13816 Vintage Lane
Silver Spring, MD 20906-2240
(301) 871-6452

On this 17th day of August, 2012, I personally mailed the foregoing OBJECTION, first class mail from a US Post Office, to John G. Jacobs, 122 S. Michigan Ave., Suite 1850, Chicago, IL. 60603, Henry Weiss, 355 S. Grand Ave., 35th Floor, Los Angeles, CA 90071-1560, and Clerk of the Court, 1301 Clay Street, Ste 400 S., Oakland, CA 94612.

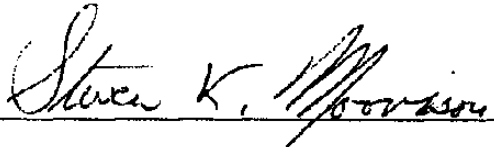


EXHIBIT F

1 HENRY WEISSMANN (SBN 132418)
2 **MUNGER, TOLLES & OLSON LLP**
3 355 South Grand Avenue, Thirty-Fifth
4 Floor
5 Los Angeles, CA 90071-1560
6 Telephone: (213) 683-9100
7 Facsimile: (213) 687-3702
8 E-mail: henry.weissmann@mto.com

9 Attorneys for Defendants
10 VERIZON COMMUNICATIONS INC.,
11 VERIZON CALIFORNIA INC.,
12 VERIZON CORPORATE SERVICES
13 GROUP INC., VERIZON SERVICES
14 CORP., TELESECTOR RESOURCES
15 GROUP, INC. d/b/a VERIZON
16 SERVICES GROUP, VERIZON
17 SERVICES OPERATIONS INC.,
18 VERIZON SERVICES ORGANIZATION
19 INC., VERIZON CORPORATE
20 SERVICES CORP., and VERIZON
21 DATA SERVICES INC.

22 *[Additional Counsel on Signature Page]*

JEFFREY F. KELLER (SBN 148005)
KELLER GROVER, LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861
jfkeller@kellergrover.com

Attorneys for Plaintiffs
DESIREE MOORE, KAREN JONES, AND THE
SETTLEMENT CLASS

[Additional Counsel on Signature Page]

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DESIREE MOORE and KAREN JONES
individually and on behalf of a class of similarly
situated individuals,

Plaintiffs,

vs.

VERIZON COMMUNICATIONS INC.,
VERIZON CALIFORNIA, INC., VERIZON
CORPORATE SERVICES GROUP INC.,
VERIZON SERVICES CORP., TELESECTOR
RESOURCES GROUP, INC. d/b/a VERIZON
SERVICES GROUP, VERIZON SERVICES
OPERATIONS INC., VERIZON SERVICES
ORGANIZATION, INC., VERIZON
CORPORATE SERVICES CORP., VERIZON
DATA SERVICES, INC., and DOES 1 through
25,

Defendants.

CASE NO. CV 09-1823 SBA

**STIPULATION REGARDING FTC
AND DOJ FILINGS REGARDING
THE SETTLEMENT**

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WHEREAS, on February 28, 2012, the Court granted preliminary approval of a proposed class settlement in this Action (“Settlement”);

WHEREAS, on August 17, 2012, the Federal Trade Commission (“FTC”) filed a Motion For Leave To File Brief as *Amicus Curiae* objecting to the Settlement (Dkt. No. 136), which motion was granted by the Court on August 23, 2012, in an order directing the Clerk to accept the brief for filing and allowing the FTC to appear at the Final Approval Hearing (Dkt. No. 139);

WHEREAS, on August 17, 2012, the United States Department of Justice (“DOJ”) filed a Statement Of Interest Of The United States objecting to the Settlement (Dkt. No. 137);

WHEREAS, the FTC, the DOJ, and the parties to the Settlement have had numerous discussions regarding the objections raised by the FTC and DOJ, and the parties to the Settlement have agreed to amend the Settlement Agreement as set forth in this Stipulation and to submit a revised proposed Final Approval Order reflecting and implementing these amendments;

WHEREAS, paragraph 37 is voided and replaced with the following provisions:

- “Verizon Releasees” means Verizon Communications Inc., Verizon California Inc., Verizon Corporate Services Group Inc., Verizon Services Corp., Telesector Resources Group, Inc. d/b/a Verizon Services Group, Verizon Services Operations Inc., Verizon Services Organizations Inc., Verizon Corporate Services Corp., and Verizon Data Services Inc.; and for each of them, their present and former subsidiaries, parents, affiliates, successors, and predecessors (excluding Frontier Communications Corporation, FairPoint Communications, Inc., and Hawaiian Telcom); and for each of the foregoing Persons and entities, each of their present or former officers, directors, shareholders, employees, representatives, agents, principals, consultants, contractors, insurers, accountants, attorneys, partners, members, administrators, legatees, executors, heirs, estates, successors in interest or assigns or any other Person with whom any of them is affiliated or for whom any of them is responsible at law, in equity, or otherwise.
- “Aggregator Releasees” means the Aggregators; and for each of them, their present and former subsidiaries, parents, affiliates, successors, and predecessors ; and for each of the foregoing Persons and entities, each of their present or former officers, directors, shareholders, employees, representatives, agents, principals, consultants, contractors, insurers, accountants, attorneys, partners, members, administrators, legatees, executors, heirs, estates, successors in interest or assigns or any other Person with whom any of them is affiliated or for whom any of them is responsible at law, in equity, or otherwise.

WHEREAS, section IV.B. is voided and replaced with the following provisions:

- Verizon Release: On the Effective Date, the Releasing Persons will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally and forever released and discharged all Verizon Releasees from all Released Claims, whether or not such Releasing Party has made a Flat Payment Claim or a

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2 Full Payment Claim. In entering into this Release, the Releasing Persons
3 acknowledge that they assume the risk of any mistake of fact or law. If they, or
4 any of them, should later discover that any fact which they relied upon in entering
5 into this Settlement Agreement is not true, or that their understanding of the facts
6 or law was incorrect, they shall not be entitled to modify, reform, or set aside this
7 Settlement Agreement, in whole or in part, by reason thereof. The omission from
8 this section of the provision below (“Aggregator Release”) regarding law
9 enforcement actions, regulatory proceedings, or other actions by the government
10 (“government actions”) is not intended to imply anything about whether such
11 government actions may be brought against Verizon Releasees or what relief may
12 be sought. For the avoidance of doubt, the prior sentence does not affect the
13 ability of the Verizon Releasees to contend, or of any government entity to oppose
14 the contention, that other provisions of this Agreement limit or preclude the ability
15 of government entities to bring an action or to obtain monetary relief on behalf of
16 Class Members.

- 17 • Aggregator Release: On the Effective Date, the Releasing Persons will be deemed
18 to have, and by operation of the Final Order and Judgment shall have, fully, finally
19 and forever released and discharged all Aggregator Releasees from all Released
20 Claims, whether or not such Releasing Party has made a Flat Payment Claim or a
21 Full Payment Claim. In entering into this Release, the Releasing Persons
22 acknowledge that they assume the risk of any mistake of fact or law. If they, or
23 any of them, should later discover that any fact which they relied upon in entering
24 into this Settlement Agreement is not true, or that their understanding of the facts
25 or law was incorrect, they shall not be entitled to modify, reform, or set aside this
26 Settlement Agreement, in whole or in part, by reason thereof. This release shall
27 not operate to preclude monetary relief, including but not limited to restitution,
28 compensation, or disgorgement of profit, in any law enforcement action,
regulatory proceeding, or other action by the government against the Aggregator
Releasees, whether or not the consumer received any monetary relief in this
Settlement. Provided, however, that any Aggregator Releasee in any law
enforcement action, regulatory proceeding, or other action by the government
(hereinafter “Respondent”) may claim entitlement to a reduction of monetary relief
only on the basis that consumer(s) received money as a result of the Settlement, as
provided below. Any Respondent who claims any reduction, offset, credit or other
lessening of the amount that can be recovered by the government from the
Respondent in a law enforcement action, regulatory proceeding, or other action, as
a result of any consumer’s receipt of money from this Settlement, shall have the
burden of production and the burden of proof to: (1) identify any consumer, (2)
show that the consumer has already received money as a result of this Settlement,
(3) show that such money was connected to the Respondent’s actions resulting in
the charges, and (4) show the amount of money received by that consumer.

WHEREAS, section I.D.2. is voided and replaced with the following provision:

- Full Payment Claims may be challenged by presenting: (i) records showing that
the Claimant did not pay the claimed charges; (ii) records showing that the
Claimant received a refund of the claimed charges; (iii) records showing that
claims related to Third Party Charges were released in prior litigation; (iv) records
showing that the Claimant used the product or service associated with the claimed
charges; or (v) records of email correspondence or a telephone call with the
consumer authorizing the claimed charges. Because all claims must be
accompanied by a sworn declaration that the claimed charges were not authorized,
records of checked boxes, letters of authorization, and third-party verifications do
not constitute adequate records to challenge payment claims under this paragraph.

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WHEREAS, section I.D.3. is voided and replaced with the following provision:

- All challenges must be accompanied by a statement under penalty of perjury that, after good faith investigation, to the best of the challenger’s knowledge and belief, the basis of the challenge reflects the Claimant’s true and affirmative authorization of the claimed charges and that all records related to the Claimant, including but not limited to any communications with the Claimant, have been submitted with the challenge.

WHEREAS, section I.D.4. is voided and replaced with the following provision:

- Within ten (10) days of the deadline for challenging claims, the Settlement Administrator will notify Class Counsel and the Claimant and provide both of them with a complete copy of any records supporting the challenge. Claimants may rebut challenges with evidence and/or further sworn testimony relating to the basis of any challenge, including by showing that the Third Party Charges at issue were not knowingly authorized and, if challenged on the basis of usage, that such usage was not intentional. Rebuttals shall be made within 30 days of the filing of a challenge. Class Counsel will represent Claimants in the challenge and rebuttal process, unless the Claimant affirmatively refuses such representation or fails to cooperate with Class Counsel after verifiable good faith efforts by Class Counsel to represent them.

WHEREAS, the parties to the Settlement shall file a revised Final Approval Order with the Court reflecting and implementing the above amendments to the Settlement Agreement in advance of the Final Approval Hearing set for April 16, 2013, and request the Court enter that order at the Final Approval Hearing;

WHEREAS, counsel for the FTC has indicated to the undersigned counsel that, upon the filing of this Stipulation, the FTC will file a letter with the Court indicating that it does not intend to participate any further in these proceedings;

WHEREAS, counsel for the DOJ has indicated to the undersigned counsel that, upon the filing of this Stipulation, the DOJ will file a letter with the Court indicating that it does not intend to participate any further in these proceedings;

NOW THEREFORE, the parties to this Action, through their counsel of record, stipulate to the following:

IT IS HEREBY STIPULATED that the parties to the Settlement shall file a revised proposed Final Approval Order with the Court reflecting and implementing the amendments to the Settlement Agreement set forth in this Stipulation in advance of the Final Approval Hearing set for April 16, 2013, and request the Court enter that order at the Final Approval Hearing.

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DATED: March 1, 2013

MUNGER, TOLLES & OLSON LLP

By: /s/ Rosemarie T. Ring
ROSEMARIE T. RING

Attorneys for Defendants
VERIZON COMMUNICATIONS INC.,
VERIZON CALIFORNIA INC., VERIZON
CORPORATE SERVICES GROUP INC.,
VERIZON SERVICES CORP.,
TELESECTOR RESOURCES GROUP, INC.
d/b/a VERIZON SERVICES GROUP,
VERIZON SERVICES OPERATIONS INC.,
VERIZON SERVICES ORGANIZATION
INC., VERIZON CORPORATE SERVICES
CORP., and VERIZON DATA SERVICES
INC.

JACOBS KOLTON, CHTD.

By: /s/ John G. Jacobs
JOHN G. JACOBS

Attorneys for Plaintiffs
DESIREE MOORE, KAREN JONES, AND
THE SETTLEMENT CLASS

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Additional counsel:

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SERVICES GROUP, VERIZON
SERVICES OPERATIONS INC.,
VERIZON SERVICES ORGANIZATION
INC., VERIZON CORPORATE
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Attorneys for Plaintiffs
DESIRÉE MOORE, KAREN JONES, AND THE
SETTLEMENT CLASS

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CERTIFICATION

I, Rosemarie T. Ring, am the ECF User whose identification and password are being used to file this STIPULATION. In compliance with General Order 45.X.B., I hereby attest that John G. Jacobs concurred in this filing.

EXHIBIT G

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 William Turley (SBN 122408)
2 David Mara (SBN 230498)
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8 Attorneys for Plaintiff
9 JAVIER ZAMORA

10 Linda S. Husar (SBN 93989)
11 Email: lhusar@reedsmith.com
12 Mara D. Curtis (SBN 268869)
13 Email: mcurtis@reedsmith.com
14 REED SMITH LLP
15 355 South Grand Avenue, Suite 2900
16 Los Angeles, CA 90071-1514
17 Telephone: +1 213 457 8000
18 Facsimile: +1 213 457 8080

19 Attorneys for Defendant
20 RYDER INTEGRATED LOGISTICS,
21 INC.
22 [Additional counsel listed on page 2]

23 **UNITED STATES DISTRICT COURT**
24 **SOUTHERN DISTRICT OF CALIFORNIA**

25 JAVIER ZAMORA on behalf of himself,
26 others similarly situated, and the general
27 public,

28 Plaintiffs,

vs.

RYDER INTEGRATED LOGISTICS,
INC., and DOES 1 through 100,

Defendants.

Case No.: 13-cv-02679-CAB-BGS

**JOINT MOTION/STIPULATION TO
AMEND/CLARIFY THE JOINT
STIPULATION OF SETTLEMENT
AND RELEASE AGREEMENT**

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5 Indianapolis, IN 46204
6 Telephone: +1 317 637 1777

7 Christopher C. McNatt, Jr. (SBN 174559)
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11 Pasadena, CA 91101
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13 Facsimile: +1 626 795 4790

14 Attorneys for Defendant
15 RYDER INTEGRATED LOGISTICS, INC.

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REED SMITH LLP
A limited liability partnership formed in the State of Delaware

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Plaintiff Javier Zamora (“Plaintiff”) and Defendant Ryder Integrated Logistics, Inc. (“Defendant”) (collectively, the “Parties”), by and through their undersigned counsel, hereby stipulate and jointly move the Court to issue an order permitting the amendment to the Joint Stipulation of Settlement and Release Agreement with reference to the following facts:

WHEREAS, on August 28, 2014, the Court granted Preliminary Approval to the Joint Stipulation of Settlement and Release Agreement and ordered that notice be provided to the Class Members in accordance with the terms of the Settlement;

WHEREAS, the Parties have determined that a minor revision to the release contained in the Settlement Agreement is desired in order to clarify that the release applies only to the workweeks in which the class member received any piece rate compensation;

WHEREAS, this modification is not material and does not adversely impact any class member, as the stipulation clarifies the limitations of, and does not broaden, the release in the Settlement Agreement;

WHEREAS, Plaintiff and Defendant have now agreed to amend for purposes of clarification the release provision in Paragraph III(H)(2) of the Settlement Agreement, as set forth below. The changes made to Paragraph III(H)(2) are underlined for the Court’s convenience.

Based on the above facts, IT IS HEREBY STIPULATED by and between the Parties, that Paragraph III(H)(2) of the Settlement Agreement shall be amended as follows:

“Released Claims” means all claims, rights, demands, liabilities, causes of action, and theories of liability of every nature and description, whether known or unknown, that were or could have been alleged against Ryder or any of the Released Parties arising out of, in connection with, or based on the facts alleged in the Complaints and PAGA letter, including, but not limited to, all claims for violation of

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1 any state, local or federal law for unpaid compensation, including unpaid minimum
2 wages, premium pay, or overtime pay, performance based pay, x-call pay, failure to
3 pay wages at the agreed upon rate, and/or for failure to pay or calculate wages due at
4 the applicable statutory and/or regular rate of pay or compensation, and/or for failure
5 to pay for all hours worked, failure to pay all wages due upon termination, waiting
6 time penalties, failure to maintain records of hours worked and accurate payroll
7 records, failure to provide meal and/or rest breaks, failure to pay premium
8 compensation, and/or failure to pay for missed, on-duty, short, or late meal or rest
9 periods, failure to pay for working during rest or meal periods, failure to timely pay
10 wages, unfair competition, penalties, damages, interest, costs or attorney’s fees, and/or
11 for violations of any other state, local or federal law, statute, constitution or common
12 law, whether for economic damages, non-economic damages, liquidated or punitive
13 damages, penalties of any nature whatsoever, restitution, tort, contract, equitable
14 relief, injunctive or declaratory relief including, but not limited to, claims under the
15 Fair Labor Standards Act, 29 U.S.C. Sections 201, *et seq.*, Cal. Code of Regulations,
16 Title 8, Section 11000 *et seq.*, the applicable California Industrial Welfare
17 Commission Wage Orders, California Labor Code Sections 96-98.2, 201-204, 208,
18 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194,
19 1194.2-1194.5, 1197, 1197.1, 1198, 1199, the California Private Attorneys General
20 Act, California Labor Code Sections 2698, *et seq.*, California Code of Civ. Proc.
21 Section 1021.5, and California Business & Professions Code Sections 17200 *et seq.*
22 This release shall extend to all such claims accrued through and including the date on
23 which this Settlement is preliminarily approved by the Court, provided, however, that
24 this release shall only apply to those workweeks in which a class member received
25 any piece rate compensation.
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1 **IT IS SO STIPULATED.**

2
3 Dated: November 24, 2014

REED SMITH LLP

4
5 By: /s Linda S. Husar
Linda S. Husar
6 Attorneys for Defendant
RYDER INTEGRATED LOGISTICS,
7 INC.

8 Dated: November 24, 2014

SCOPELITIS, GARVIN, LIGHT, HANSON &
9 FEARY, LLP

10 By: /s James H. Hanson
11 James H. Hanson
12 Attorneys for Defendant
RYDER INTEGRATED LOGISTICS,
13 INC.

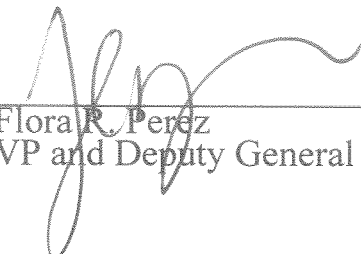
14 Dated: November 24, 2014

THE TURLEY LAW FIRM, APLC

15
16
17 By: /s David Mara
William Turley
18 David Mara
Attorneys for Plaintiff
19 JAVIER ZAMORA

20 Dated: November 24, 2014

RYDER INTEGRATED LOGISTICS, INC.

21
22 By: 
23 Flora R. Perez
24 VP and Deputy General Counsel
25
26
27
28

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 Case Name: Javier Zamora v. Ryder Integrated Logistics, Inc and DOES 1-100
2 Case No.: 13-cv-02679-CAB-BGS

3 CERTIFICATE OF SERVICE

4 JOINT MOTION/STIPULATION TO AMEND/CLARIFY THE JOINT STIPULATION OF
5 SETTLEMENT AND RELEASE AGREEMENT

6 ORDER GRANTING JOINT MOTION/STIPULATION TO AMEND/CLARIFY THE
7 JOINT STIPULATION OF SETTLEMENT AND RELEASE AGREEMENT

8 I hereby certify that, on **November 24, 2014**, I electronically filed the following
9 documents with the Clerk of the Court for the United States District Court (Southern District
10 of California) using the CM/ECF system, which will send notification of such filing to all
11 counsel of record who receive CM/ECF notification.

12 I declare under penalty of perjury under the laws of the United States of America
13 that the foregoing is true and correct.

14
15 Dated: November 24, 2014

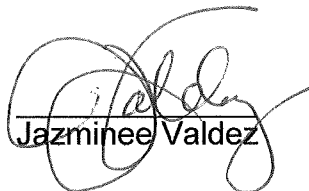
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17 Jazminee Valdez

EXHIBIT H

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
ANN READE ALVAREZ and ANN R. STUDEN, on
behalf of themselves and all others similarly situated,

CV-04-2195
(Sifton, J.)
(Mann, M.J.)

Plaintiffs,

-against-

ELTMAN, ELTMAN & COOPER, P.C., ERIN
CAPITAL MANAGEMENT, LLC, JAMES BRIAN
BOYLE, WILLIAM NOLAN, ROBERT A. RUSSON,
PAUL RENAGHAN, CARL FON, MANUEL BRAD
MOSES, WILLIAM CORTELLESSA, PETER
COOPER and MILTON RAWLE,

Defendants.

-----X

FINAL ORDER

On December 11, 2006, this Court approved the settlement reached between Ann Reade-Alvarez and Ann R. Studen ("Plaintiffs") and the above-named Defendants. The settlement was approved provided the parties consent in writing to the modification of the settlement on or before January 5, 2007. Such consent now has been obtained. The Court approved a form of mailing notice to the class wherein notice was sent via mail to over 40,000 individuals. The Court is informed that a total of two class members (counting couples and other joint obligors as a single class member) opted out, and only one objection was filed or received.

On July 20, 2006 the Court held a fairness hearing to which members of the class, including any with objections, were invited. The Court being fully advised in the premises hereby orders:

1. The Court certified for the purposes of settlement, pursuant to Fed. R. Civ. P. 23(b)(3), a class of all persons who were within one year prior to May 27, 2004 to the effective

date of the order signed by the Court approving the class settlement were sent letters by the Defendant Eltman, Eltman & Cooper, P.C. at addresses within the State of New York via which the Defendant Eltman, Eltman & Cooper, P.C. attempted to collect debts allegedly owed to Erin Capital Management, LLC.

2. The Court finds based upon the stipulations of the parties, for settlement purposes only:

a. The class is sufficiently numerous that joinder is impracticable. There are over 20,000 (twenty thousand) persons in the class defined above.

b. Common questions of fact and law predominate over any questions affecting any individual class members. The common questions concern the alleged use by Defendant Eltman, Eltman & Cooper, P.C. of false, deceptive and misleading means while attempting to collect the alleged consumer debts and the alleged false representation by Defendant Eltman, Eltman & Cooper, P.C. of the character, amount and legal status of the alleged consumer debts (all said consumer debts alleged to be owed to Erin Capital Management, LLC).

c. Plaintiffs are each appropriate and adequate representatives for the class.

d. A class action is a superior method for the fair and efficient adjudication of the claims of the class.

3. The Court finds that the provisions for the notice to the class satisfies the requirements of Fed. R. Civ. P. 23 and due process.

4. The Court finds that the settlement is fair and reasonable and approves it, including the release and the payment of \$50,000 (fifty thousand dollars) in fees and expenses to

counsel for the class. The parties are directed to implement the settlement in accordance with its terms.

the class members opt out of the settlement *My*

5. Each class member other than shall as of the effective date of this settlement, be deemed to release and discharge forever Defendants and their heirs, current and former officers, directors, successors, predecessors, executors, administrators, assigns, shareholders, affiliated companies, and employees, attorneys and insurers ("Released Parties") from all claims, controversies, actions, causes of action, demands, torts, damages, costs, attorney's fee, moneys due on account, obligations, judgments, alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. section 1692 et. seq. or liabilities of any kind

predicate *whatsoever* *in law or equity, arising out of agreement or imposed by federal or state statute, common law or otherwise, from the beginning of time to the date this Agreement is* *the settlement* *is* *My*

was *My*

signed, whether or not known, anticipated, unanticipated, suspected or claimed, fixed or contingent, whether yet accrued or not and whether damage has resulted from such or not. This release is conditioned upon the performance by Defendants of their obligations toward the class members set forth in *the* settlement agreement.

My

6. Pursuant to the settlement of this action, and without admitting that any of the above-named Defendants have violated the FDCPA, Defendant Eltman, Eltman & Cooper, P.C. agrees that attorneys must exercise supervision and control over non-attorney staff in compliance with the FDCP and state bar ethics rules, and further agrees to adhere to the law of this circuit as most recently set forth in Greco v. Trauner, Cohen & Thomas, LLP, 412 F.3d 360 (2nd Cir. 2005).

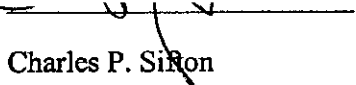
7. The Court finds that the settlement agreement is fair and made in good faith.

8. The Court dismisses the claims of Plaintiffs and the class against Defendants and the Released Parties (as defined in the settlement agreement) with prejudice and without cost.

9. The Court retains jurisdiction over the interpretation, enforcement and implementation of the settlement agreement and this Order.

Enter:

s/ Judge Charles P. Sifton


Charles P. Sifton

United States District Judge

DATED: Dec. 15, 2006

EXHIBIT I

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

In re: LUPRON® MARKETING AND SALES PRACTICES LITIGATION	)	MDL NO. 1430
)	
	)	CA No. 01-CV-10861
THIS DOCUMENT RELATES TO ALL ACTIONS	)	Judge Richard Stearns
)	

RCS ~~REPRODUCED~~ FINAL ORDER AND JUDGMENT

This Court having considered: (a) the Settlement Agreement and Release dated November 15, 2004, including all Exhibits thereto (the "Class Agreement") between the Plaintiffs and Defendants TAP Pharmaceutical Products Inc. ("TAP"), Abbott Laboratories ("Abbott") and Takeda Pharmaceutical Company Limited (f/k/a Takeda Chemical Industries, Ltd.) ("Takeda") (collectively the "Defendants"); (b) the proposed allocation and distribution of the Class Settlement Fund; (c) various pleadings and motions of the parties, intervenors, and other objectors; and having held a three day fairness hearing on April 13-15, 2005 and a further hearing on June 24, 2005, and otherwise being fully informed, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. This Final Order and Judgment incorporates herein and makes a part hereof:
 - (i) the Court's May 12, 2005 Memorandum and Order Approving Settlement and Certifying the Class (the "May 12 Memorandum");
 - (ii) the Class Agreement, including the Exhibits thereto;
 - (iii) the June 10, 2005 Implementation Agreement Between and Among MDL Plaintiffs, MDL Class Counsel, Defendants and K&S Group (the "Implementation Agreement");
 - (iv) the Court's November 24, 2004 Order Granting Preliminary Approval of Settlement, Certifying Class for Purposes of Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing

(“Preliminary Approval Order”); and (v) the various agreements between and among MDL Plaintiffs, Defendants, and the States of Idaho, Illinois, Kentucky, Minnesota, Pennsylvania, and Wisconsin (the “States Agreements”). Unless otherwise provided herein, the terms defined in the Class Agreement shall have the same meanings for purposes of this Final Order and Judgment.

2. The Court has personal jurisdiction over all Class Representatives, nationwide Lupron[®] Purchaser Class Members, and Defendants for purposes of this settlement only, and has subject matter jurisdiction to approve the Class Agreement.

3. The record shows that Notice has been given to the nationwide Lupron[®] Purchaser Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Notice: (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise members of the nationwide Lupron[®] Purchaser Class of the pendency of the Lupron[®] MDL Actions, the terms of the Settlement, and nationwide Lupron[®] Purchaser Class Members’ right to object to or exclude themselves from the nationwide Lupron[®] Purchaser Class and to appear at the settlement fairness hearing held on April 13 - 15, 2005 (the “Fairness Hearing”); (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meets the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.

4. No individuals or entities, other than those listed on Exhibit A hereto, have excluded themselves from the nationwide Lupron[®] Purchaser Class. This Final Order and Judgment shall have no force or effect on the persons or entities listed on Exhibit A hereto.

5. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and the May 12 Memorandum, the Court hereby finally approves in all respects the Settlement set forth in the

Class Agreement as modified by the Court-approved Implementation Agreement and the States Agreements (“the Settlement”).

6. The Court finds that the Settlement, the Class Agreement, and the plan of distribution of the Class Settlement Fund as set forth in Paragraph 17 of the Class Agreement, and as modified by the Court-approved Implementation Agreement and the States Agreements, are, in all respects, fair, reasonable and adequate, and in the best interest of the nationwide Lupron[®] Purchaser Class.

7. The Court further approves the establishment of the Class Settlement Fund under the terms and conditions set forth in the Class Agreement and the Escrow Agreement submitted by the parties. The parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Class Agreement, as modified by the Implementation Agreement and the States Agreements. In addition, the parties are authorized to agree to and adopt such amendments and modifications to the Class Agreement as (i) shall be consistent in all material respects with this Final Order and Judgment, and (ii) do not limit the rights of nationwide Lupron[®] Purchaser Class Members.

8. The Court finds that no further relief, in the form of an injunction or other equitable relief, is warranted against any Defendant in light of (i) the requirement that TAP comply with a comprehensive Corporate Integrity Agreement entered into with the United States relating to Lupron[®]; and (ii) changes to government statutes and regulations as part of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, that, among other things, changed the pricing and reimbursement approach for Lupron[®].

9. The Lupron[®] MDL Actions (listed in Exhibit B) are hereby dismissed with prejudice and without costs to any party, except as otherwise provided herein.

10. Upon the Effective Date of the Class Agreement, the Releasors (as defined in Paragraph 2(z) of the Class Agreement) shall release and forever discharge the Releasees (as defined in Paragraph 2(x) of the Class Agreement) from the Released Claims (as defined in Paragraph 2(y) of the Class Agreement). The Court specifically incorporates herein the comments made on pages 40-42 of the May 12 Memorandum regarding the appropriate scope of the Release.

11. In addition, each Class Member expressly waives and releases, upon the Effective Date of the Agreement, any and all provisions, rights and benefits conferred by §1542 of the California Civil Code, which reads:

Section 15.42. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;

or by any law or any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of the Agreement, but each Releasor expressly waives and fully, finally and forever settles and releases, upon this Order becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the subject matter of the Agreement whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Releasor also hereby expressly waives and fully, finally and forever settles and releases any and all Released Claims it may have against Releasees under § 17200, et seq., of the California Business and Professions Code.

12. The Court finds that the Class Settlement Fund is a “Qualified Settlement Fund” as defined in section 1.468B-1(a) of the Treasury Regulations in that it satisfies each of the following requirements:

- (a) The Class Settlement Fund is established pursuant to an order of this Court and is subject to the continuing jurisdiction of this Court;
- (b) The Class Settlement Fund is established to resolve or satisfy one or more contested or uncontested claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liability arising out of an alleged violation of law; and
- (c) The assets of the Class Settlement Fund are segregated from other assets of TAP, the transferor of payments to the Class Settlement Fund, and from the assets of persons related to TAP.

13. Under the “relation-back” rule provided under section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that:

- (a) The Class Settlement Fund met the requirements of paragraphs 12(b) and 12(c) of this Order prior to the date of this Order approving the establishment of the Class Settlement Fund subject to the continued jurisdiction of this Court; and
- (b) TAP and the “administrator” under section 1.468B-2(k)(3) of the Treasury Regulations may jointly elect to treat the Class Settlement Fund as coming into existence as a “Qualified Settlement Fund” on the later of the date the Class Settlement Fund met the requirements of paragraphs 12(b) and 12(c) of this Order or January 1 of the calendar year in which all of the requirements of paragraph 12 of this Order are met. If such relation-back election is made, the assets held by the Class Settlement Fund on such date shall be treated as having been transferred to the Class Settlement Fund on that date.

14. Nothing in this Final Order and Judgment, the Settlement, the Class Agreement, the Implementation Agreement, or the States Agreements is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by any of the Defendants.

15. As set forth in Exhibit C hereto, the Class Representatives and other appropriate persons are hereby granted an incentive award, which amount is in addition to whatever monies

they will receive from the Class Settlement Fund pursuant to the terms of the Class Agreement and this Final Order and Judgment.

16. Without affecting the finality of this Final Order and Judgment, the Court retains continuing and exclusive jurisdiction over all matters relating to administration, consummation, enforcement and interpretation of the Class Agreement, Implementation Agreement, the States Agreements, and of this Final Order and Judgment, to protect and effectuate this Final Order and Judgment, and for any other necessary purpose. Defendants, Class Representatives, the parties to the Implementation Agreement, the parties to the States Agreements, and each member of the nationwide Lupron[®] Purchaser Class are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to those agreements, including the Exhibits thereto, and only for such purposes. Without limiting the generality of the foregoing, and without affecting the finality of this Final Order and Judgment, the Court retains exclusive jurisdiction over any such suit, action or proceeding. Solely for purposes of such suit, action or proceeding, to the fullest extent they may effectively do so under applicable law, the parties hereto are deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

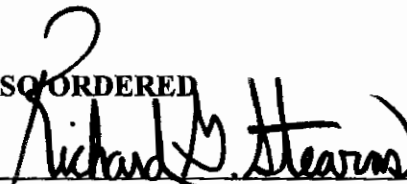
17. In the event that the Settlement does not become effective according to the terms of the Class Agreement, this Final Order and Judgment shall be rendered null and void as provided by the Class Agreement, shall be vacated, and all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Class Agreement.

18. No nationwide Lupron® Purchaser Class Member, either directly, representatively, or in any other capacity (other than the persons and entities specifically enumerated in Exhibit A hereto), shall commence, continue or prosecute against any or all Releasees any action or proceeding in any court or tribunal asserting any of the Released Claims defined in the Class Agreement, and are hereby permanently enjoined from so proceeding.

19. This judgment is entered pursuant to Federal Rule of Civil Procedure 58 and is a final order.

DATED: August 26, 2005

SO ORDERED



Richard G. Stearns
United States District Judge

EXHIBIT A

INDIVIDUALS AND ENTITIES THAT HAVE PROPERLY EXCLUDED THEMSELVES FROM THE NATIONWIDE LUPRON® PURCHASER CLASS IN ACCORDANCE WITH THE ORDER OF NOVEMBER 24, 2004

I. CONSUMER EXCLUSIONS

1.	THERESA	PA	4
2.	EDWARD	OH	13
3.	ROBERT	PA	45
4.	RICHARD	MO	51
5.	BERNARD	NJ	59
6.	HARRY	NJ	60
7.	DALE	NJ	61
8.	PHILIP	NJ	62
9.	VICKI	MI	70
10.	JUDENE	PA	75
11.	DAWN	LA	82
12.	NORMADENE	PA	92
13.	LYWANDA	AL	152
14.	MONTE	CT	155
15.	ESTATE OF WILLIE	MS	167
16.	MARVIN	NC	171
17.	FRANK	NJ	180
18.	KATLEEN	LA	195
19.	TED	NY	213
20.	PHILIP	IA	214
21.	JACQUELINE	MD	219
22.	RAY	VA	228
23.	DENNIS	IN	239
24.	ROBERT	CA	241
25.	WALTER	AZ	383
26.	MINNIE	AL	468
27.	VIRGINIA	TX	522
28.	CYNTHIA	GA	549
29.	BRENDA	SC	681
30.	ANDREA	FL	876
31.	VICTORIA	MO	952
32.	DENICE	PA	965
33.	CARLENE	NJ	979
34.	SUSAN	IA	1002
35.	DENISE	MD	1015
36.	JEFFREY	CA	1023

- | | | | |
|-----|------------|----|------|
| 37. | LORI | AR | 1029 |
| 38. | LEONARD | NJ | 1030 |
| 39. | DENEEN | GA | 1031 |
| 40. | JACQUELINE | WA | 1043 |

II. TPP EXCLUSIONS

Order	Company Name	Address	City	State	Zip
1.	BLUE CROSS AND BLUE SHIELD OF ALABAMA	PO BOX 530910	BIRMINGHAM	AL	35298
2.	BLUE CROSS AND BLUE SHIELD OF MICHIGAN	PO BOX 530910	BIRMINGHAM	AL	35298
3.	LIFE INSURANCE COMPANY OF ALABAMA	PO BOX 349	GADSDEN	AL	35902

EXHIBIT B

Lupron® MDL Actions Dismissed, With Prejudice, by this Final Order and Judgment

1.	<i>William M. Porter, Estate of William Brickey, Estate of Carl Goetting, Beacon Healthplans, Inc., and Twin Cities Bakery Workers Health and Welfare Fund v. TAP Pharmaceutical Products, Inc., Abbott Laboratories and Takeda Chemical Industries, Ltd</i>	Master No. 01 CV 10861
2.	<i>Empire Healthchoice, Inc., d/b/a Empire Blue Cross and Blue Shield, Blue Cross and Blue Shield of Florida, Inc., Health Options, Inc., Trigon Insurance Company, d/b/a Trigon Blue Cross Blue Shield, Healthkeepers, Inc., Priority Health Care, Inc., Health Peninsula Care, Inc., Blue Cross and Blue Shield of Kansas City, Good Health HMO, Inc., Wellmark, Inc., d/b/a Wellmark Blue Cross and Blue Shield of Iowa, Wellmark of South Dakota, Inc., d/b/a Wellmark Blue Cross and Blue Shield of South Dakota, Blue Cross Blue Shield of Montana, Inc., California Physicians' Service, d/b/a Blue Shield of California, CareAmerica Life Insurance Company, CPIC Life Insurance Company, Highmark Inc., d/b/a/ Highmark Blue Cross Blue Shield, Keystone Health Plan West, Keystone Health Plan Central, Highmark Services, Inc., Healthguard of Lancaster, Inc., Blue Cross and Blue Shield of Nebraska, Corporate Diversified Services, Inc., Louisiana Health Service & Indemnity Company, Inc., d/b/a Blue Cross and Blue Shield of Louisiana, and Blue Cross Blue Shield of Tennessee, Inc., Tennessee Health Care Network, Inc., Volunteer State Health Plan, Inc., Horizon Healthcare Services, Inc., and Oxford Health Plans, Inc. vs. TAP Pharmaceutical Products, Inc., Abbott Laboratories and Takeda Chemical Industries, Ltd.</i>	Master No. 01 CV 10861 (Original Case Nos. 02-10015 and 02-10139)
3.	<i>Aetna Health, Inc. vs. TAP Pharmaceutical Products, Inc.</i>	Master No. 01 CV 10861 (Original Case No. 1:04-CV-10076)
4.	<i>Cobalt Corporation vs. Abbott Laboratories, Inc., Takeda Chemical Industries Ltd. and TAP Pharmaceutical Products Inc.</i>	Master No. 01 CV 10861 (Original Case No. 02-11692)
5.	<i>Health Care Service Corporation, a Mutual Legal Reserve Company vs. Takeda Chemical Industries, Ltd., TAP Pharmaceutical Products, Inc., and Abbott Laboratories</i>	Master No. 01 CV 10861 (Original Case Nos. 02-10015 and 02-10139)

Exhibit C**INCENTIVE AWARD PAYMENTS**

<u>Incentive Award Recipient</u>	<u>Amount of Award</u>
Beacon Health Plans, Inc.	\$25,000
Twin Cities Bakery Workers Health and Welfare Fund	\$25,000
Acie Clark	\$ 5,000
Estate of William Brickey	\$ 5,000
Estate of Carl Goetting	\$ 5,000
William Porter	\$ 5,000
Joseph Benoit	\$ 2,500
Jamie Grass	\$ 2,500
Milton Greene	\$ 2,500
J. Kelly Farris	\$ 2,500
Brenda Campbell-Hubbard	\$ 2,500
Kenneth David Lee Jarman	\$ 2,500
Debra Kibodeaux	\$ 2,500
George Wilson Landry	\$ 2,500
Henry Landry, Sr.	\$ 2,500
Amy LeBlanc	\$ 2,500
Donna Litchfield	\$ 2,500
Steve Rowan	\$ 2,500
Alexandra Samsell	\$ 2,500
Ariel Samsell	\$ 2,500
Angela Sledge	\$ 2,500
Carol Sullivan	\$ 2,500
Robert Swanston	\$ 2,500

EXHIBIT 2

1
2 UNITED STATES DISTRICT COURT
3 NORTHERN DISTRICT OF CALIFORNIA
4 SAN FRANCISCO DIVISION
5

6 PATRICK HENDRICKS, individually and
7 on behalf of all others similarly situated,

8 Plaintiff,

9 v.

10 STARKIST CO.,

11 Defendant.
12

Case No. 3:13-cv-00729-HSG

**[PROPOSED] SETTLEMENT APPROVAL
ORDER AND FINAL JUDGMENT**

13 On July 23, 2015, this Court granted preliminary approval of the proposed class action
14 settlement between the parties (“Settlement Agreement”).

15 The Court also provisionally certified a nationwide Settlement Class for settlement
16 purposes, approved the procedure for giving notice and forms of Notice, and set a final approval
17 hearing to take place on December 17, 2015. The Settlement Class is defined as: “All residents of
18 the United States of America who, from February 19, 2009 through October 31, 2014, purchased
19 any of the StarKist Products (i.e. 5 oz. Chunk Light in Water, 5 oz. Chunk Light in Oil, 5 oz. Solid
20 White in Water, and 5 oz. Solid White in Oil).” Excluded from this definition are the Released
21 Persons. Settlement Class Members who exclude themselves from the Settlement, pursuant to the
22 procedures set forth in Section V of the Settlement Agreement, shall no longer thereafter be
23 Settlement Class Members and shall not be bound by the Settlement Agreement and shall not be
24 eligible to make a claim for any benefit under the terms of this Settlement Agreement.

25 On December 17, 2015, the Court held a duly noticed final approval hearing to consider:
26 (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate;
27 (2) whether a judgment should be entered dismissing the complaint on the merits and with prejudice
28 in favor of the Defendant and against all persons or entities who are Settlement Class members

1 herein who have not requested exclusion from the Settlement Class; and (3) whether and in what
2 amount to award counsel for the Settlement Class as attorneys' fees and expenses and whether and
3 in what amount to make incentive awards.

4 The Court, having considered all matters submitted to it at the hearing and otherwise, and it
5 appearing that the Class Notice substantially in the form approved by the Court was given in the
6 manner that the Court ordered to persons who purchased the StarKist Products at issue, as ordered
7 by the Court, and having considered and determined that the proposed settlement of the claims of
8 the Settlement Class Members against the Defendant, as well as the release of the Defendant and
9 the Released Persons, and the awards of attorneys' fees and expenses requested and incentive
10 awards ordered, are fair, reasonable and adequate, hereby ORDERS THAT:

11 1. The Settlement Agreement, including the definitions contained therein, is
12 incorporated by reference into this Amended Settlement Approval Order and Final Judgment.

13 2. The Court finds that the prerequisites for a settlement class under Federal Rules of
14 Civil Procedure ("Fed. R. Civ. P.") 23(a) and (b)(3) have been satisfied in that: (a) the number of
15 Settlement Class Members is so numerous that joinder of all members thereof is impracticable;
16 (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the
17 Representative Plaintiff are typical of the claims of the Settlement Class he seeks to represent;
18 (d) the Representative Plaintiff has and will fairly and adequately represent the interests of the
19 Settlement Class; (e) the questions of law and fact common to the Settlement Class Members
20 predominate over any questions affecting any individual Settlement Class Member; and (f) a class
21 action is superior to the other available methods for the fair and efficient adjudication of the
22 controversy.

23 3. Pursuant to Fed. R. Civ. P. 23, this Court hereby finally certifies this action, for
24 purposes of settlement, as a nationwide class action on behalf of: All residents of the United States
25 of America who, from February 19, 2009 through October 31, 2014, purchased any of the StarKist
26 Products (i.e. 5 oz. Chunk Light in Water, 5 oz. Chunk Light in Oil, 5 oz. Solid White in Water, and
27 5 oz. Solid White in Oil). Excluded from this definition are the Released Persons. Settlement Class
28 Members who exclude themselves from the Settlement, pursuant to the procedures set forth in

1 Section V of the Settlement Agreement, shall no longer thereafter be Settlement Class Members and
2 shall not be bound by this Settlement Agreement and shall not be eligible to make a claim for any
3 benefit under the terms of this Settlement Agreement.

4 4. The Court appoints Bursor & Fisher, P.A. as counsel for the Settlement Class. The
5 Court designates named plaintiff Patrick Hendricks as the Class Representative.

6 5. Notice of the pendency of this action as a class action and of the proposed settlement
7 was given to Settlement Class Members in a manner reasonably calculated to provide the best
8 notice practicable under the circumstances. The form and method of notifying the Settlement Class
9 of the pendency of the Action as a class action and of the terms and conditions of the proposed
10 Settlement met the requirements of Fed. R. Civ. P. 23, due process, and any other applicable law,
11 and constituted due and sufficient notice to all persons and entities entitled thereto.

12 6. The Settlement Agreement is approved as fair, reasonable and adequate, and the
13 Settlement Class Members and the Parties are directed to consummate the Settlement Agreement in
14 accordance with its terms and conditions.

15 7. Pursuant to Fed. R. Civ. P. 23(h), the Court hereby awards Class Counsel attorneys'
16 fees and expenses in the amount of \$_____. The Court also orders payment of an
17 incentive award(s) in the amount(s) of _____ to _____. These amounts are to be
18 paid in the time and manner described in the Settlement Agreement.

19 8. The Action is hereby dismissed with prejudice and without costs as against the
20 Defendant and the Released Persons.

21 9. Representative Plaintiff and all Settlement Class Members (except any such person
22 who has filed a proper and timely request for exclusion) are hereby permanently barred and
23 enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any
24 and all of the Released Claims against any of the Released Persons.

25 10. Effective as of the Final Settlement Approval Date, each and all of the Settlement
26 Class Members (except any such person who has filed a proper and timely request for exclusion)
27 shall release and forever discharge any and all claims or causes of action arising from the factual
28 allegations and/or legal claims made in the Action, whether in law or equity, whether seeking

1 damages or any other relief (including attorneys' fees), of any kind or character, known or
2 unknown, that are now recognized by law or that may be created or recognized in the future by
3 statute, regulation, judicial decision, or in any other manner, based upon any federal or state
4 statutory or common law, including, without limitation, claims sounding in tort, contract, and the
5 consumer protection laws of the United States or of any state or other jurisdiction within the United
6 States, as well as under the unfair or deceptive trade practices, trade regulation, consumer fraud,
7 misrepresentation, and false advertising law of the United States or any state or other jurisdiction
8 within the United States (the "Released Claims"). Excluded from the Released Claims are (a) any
9 and all claims for personal injury, wrongful death, and/or emotional distress arising from personal
10 injury, (b) any claims of any person or entity that purchased StarKist Products for purposes of resale
11 or commercial food preparation and not for his/her/its own consumption (*i.e.*, "Resellers"), and
12 (c) any antitrust claim arising from a conspiracy among, or collusive agreement between, StarKist
13 and one or more of its competitors. In addition, upon the Final Settlement Approval Date, the
14 Released Claims are hereby compromised, settled, released, discharged and dismissed as against the
15 Released Parties on the merits by virtue of the proceedings herein and this Amended Settlement
16 Approval Order and Final Judgment.

17 11. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of
18 the negotiations or proceedings connected with it, nor any of the documents or statements referred
19 to therein shall be:

20 (a) offered by any person or received against the Defendant as evidence or
21 construed as or deemed to be evidence of any presumption, concession, or admission by the
22 Defendant of the truth of the facts alleged by the Representative Plaintiff or any Settlement Class
23 Member or the validity of any claim that has been or could have been asserted in the Action or in
24 any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that
25 has been or could have been asserted in the Action or in any litigation, or of any liability,
26 negligence, fault or wrongdoing of the Defendant;

27 (b) offered by any person or received against the Defendant as evidence of a
28 presumption, concession or admission of any fault, misrepresentation or omission with respect to

1 any statement or written document approved or made by the Defendant or any other wrongdoing by
2 the Defendant;

3 (c) offered by any person or received against the Defendant or as evidence of a
4 presumption, concession, or admission with respect to any liability, negligence, fault, or
5 wrongdoing, or in any way referred to for any other reason against any of the settling parties, in any
6 civil, criminal, or administrative action or proceeding; provided, however, that nothing contained in
7 this paragraph shall prevent the Settlement Agreement from being used, offered, or received in
8 evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement or the
9 Amended Settlement Approval Order and Final Judgment, or in which the reasonableness, fairness,
10 or good faith of the parties in participating in the Settlement (or any agreement or order relating
11 thereto) is an issue, or to enforce or effectuate provisions of the Settlement, the Amended
12 Settlement Approval Order and Final Judgment, the releases as to the Released Persons.

13 12. Without affecting the finality of the Amended Settlement Approval Order and Final
14 Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) the disposition of
15 the settlement benefits; (b) the settling parties for purposes of construing, enforcing and
16 administering the Stipulation Agreement; and (c) enforcement of the Stipulation and Order
17 Regarding Undertaking Re: Attorneys' Fees and Costs.

18 13. Without further order of the Court, the settling parties may agree to reasonably
19 necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

20 14. In the event that the Final Settlement Approval Date does not occur, this Amended
21 Settlement Approval Order and Final Judgment shall automatically be rendered null and void and
22 shall be vacated and, in such event, all orders entered in connection herewith, except the Stipulation
23 and Order Regarding Undertaking Re: Attorneys' Fees and Costs, shall be null and void.

24 DONE this ___ day of _____, 2016.

27 _____
Hon. Haywood S. Gilliam, Jr.