I thin I red Course Statutory Feet and Costs	
Lead Coursel Lodestar Statutory Fees	\$36.176,970.00
Costs	\$7,750,642,55
Fotal Statutory Fres and Costs	\$43,927,612,35
Less T-Mobile Settlement of Relator's Statutory Attorneys' Fees	(\$200,000.00)
Less Sprint Settlement of Relator's Stantiogy Anomeys' Fees	I (\$2,000,000,GU)
Unrelightured Statutury Fees & Costs Before Flual Settlements	\$41,727,612.55
Less Verizon Settlement of Stattnory Fees and Costs	1 (\$23,450,000)
Less AT&T Settlement of Statutory Fees and Costs	(\$13.000.000)
Unreimbursed Statutory Fees & Costs After Final Settlements	ESSP24/11-455

58. SG and CC undertook this case entirely on a contingency basis and with no guarantee that their extensive investment of time or out-of-pocket expenses would ever be reinbursed. SG and CC advanced well over \$7 million in litigation costs in this case, and are seeking no bouns or interest on that invested capital. In contingency cases—many of which SG takes on behalf of sophisticated and otherwise fee-paying clients, rather than in cases requiring court-approval-SG seeks to earn a return for the risk that it takes by securing a premium on its investment, usually at least three times its investment. Here, despite the risk that SG faced with this fully contingent case. SG does not even seek to be reimbursed in full, requesting even less than its ordinary hourly rates and the return of its significant invested capital.

I declare under penalty of perjury under the laws of the State of California that the foregoing

Executed this 12th day of June in Los Angeles, California.

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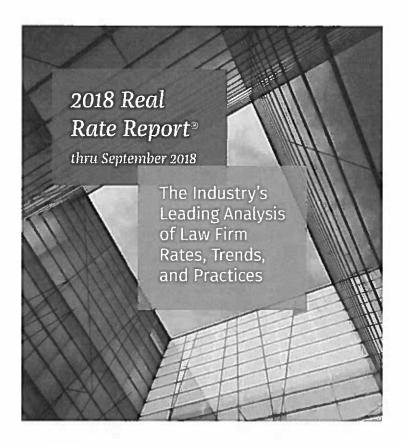
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DECLARATION OF AMANDA BONN SO THE ATOM'S MOTION'S FOR APPROVAL OF SETTLEMENTS WITH A TAT AND VERIZON DEPENDANTS





When you have to be right

EXHIBIT I



ELM Solutions

Report Editor

Jeffrey Solomon Senior Director, Product Management Legal Analytics, Wolters Kluwer's ELM Solutions

Load Data Analysts

Beth Seefelt Data Architect Wolters Kluwer's ELM Solutions Gary Clark Data Engineer Wotters Kluwer's ELM Solutions

ELM Solutions Creative

trayld Androws Web Graphic Designer Wotters Kluwer's ELM Sotutions

Contributing Analysts and Authors

Joel Surdykowski LegalVIEW Product Manager Wolters Kluwer's ELM Solutions

Denlece Bushell Senior Product Marketing Manager Wolters Kluwer's ELM Solutions

Executive Sponsor

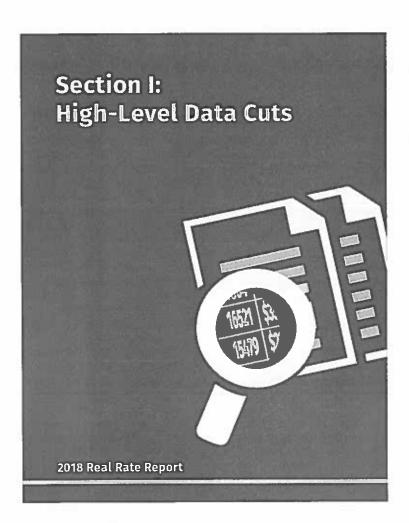
Jonah Paransky EVP and General Manager Wotters Kluwer's ELM Solutions

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ELM Solutions, a Wolters Kluwer business 20 Church Street Harfford, CT octos United States ATTM: Markeling 41-860-549-879

LEGAL CANTAT

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Section I: High-Level Data Cuts

13-2010 - Peal Ra	ki Associatos			Trend Analysis (Mnen)				
G/G	Die		lint Death	No Fee	Tiest Example	QLONIA	Grauss	Q1.201
Turk down 1975	Person	10	\$300	\$405	\$440	\$373	9281	\$225
	Descriptor.	22	\$301	\$295	\$325	1262	2286	1143
Stelland CE1		323	\$361	\$450	1195	3486	5469	\$446
		308	\$234	8284	1350	6303	\$282	\$274
	Deliner	58	\$300	1305	8463	4393	1368	6365
	Asserter	41	\$200	1,250	6276	\$243	5249	1234
pharena the		71	\$374	\$439	8526	\$452	5413	\$407
		40	1235	8289	\$370	6321	8291	\$291
		292	\$303	\$580	\$619	6419	8592	8587
		379	8370	\$470	\$603	5474	6432	6410
		21	\$341	1375	\$465	\$418	8427	\$401
Denor v El		155	1354	\$440	\$525	9452	3445	1416
		133	1250	5296	8345	1306	\$299	\$301
per Minimum I G		24	1275	\$480	8495	\$421	1335	8337
		15	8265	\$28E	1321	\$283	5243	\$246
		141	\$250	1350	8410	1347	1363	\$330
		107	\$199	1223	8290	1265	1253	1243
		12	\$293	\$321	\$440	5340	1317	1309
Laurel Pagins Mil	Patrin	11	\$347	8455	\$363	8440	£390	2344
Carroys Physics No.		12	\$250	\$290	\$340	6330	6316	8307
	Forther	18	\$349	8 38%	1450	8390	8397	6377
		46	\$225	\$260	£304	5275	\$267	1251
Harrishung (10)		16	1305	\$350	\$295	1369	\$330	1310
	Partier	91	\$330	\$450	\$573	546E	1428	5416
		58	\$206	\$250	\$300	5256	5272	\$259
March and Hill		3.8	\$250	\$300	\$400	\$334	\$331	#32n
		22	8163	\$180	1200	\$163	\$184	8193
	hartes	200	\$405	\$625	6810	\$541	1615	1609
	21224	188	\$226	1299	8430	\$351	5343	\$362
mharmon, etc.	Person	139	1337	8405	\$491	9424	8396	2304
		67	\$190	8254	\$331	5368	6254	8247
Facilities Add		81	1289	1350	\$400	\$352	6330	\$325
The state of the s		41	1175	\$225	\$251	\$196	\$269	1295
No hamie II		33	1750	1300	\$383	1331	1307	1340
THE PARTY OF THE P	A. sociate	21	1109	1248	1277	5242	1253	1248

Section I: High-Level Data Cuts Cities

23 2018 — Real Ra	les (or Partners o	ind Assen	intes			Trend	Analysis (Mean)		
(ay	Turke		1 list Quartile	Recture	The Court	(1 t 50m)	114 2057	01201	
regin the	Partrier	10	1360	\$275	6345	5307	\$343	1327	
Fibalty NV		5.2	1255	6300	\$351	8313	\$300	\$317	
		34	1201	6225	\$250	\$232	5217	8719	
Altergueropus tit t		15	\$220	1293	\$315	8279	1276	£243	
ndianta FiA	Duction	472	\$372	\$549	\$490	1348	\$\$27	1515	
		453	1761	1355	\$479	\$374	5342	1348	
- thertig City N1	Partner	12	6295	\$295	\$410	\$363	8341	\$123	
Austra La	Partner	100	1360	\$476	1694	8222	8446	\$493	
		93	\$265	\$ 100	1393	8335	8312	8312	
Reitorname EED		199	\$396	\$550	6720	\$573	\$845	\$30L	
		241	\$309	1392	£304	8410	\$400	5.768	
Le number (17	Associate	12	\$190	\$225	1244	\$216	\$104	6183	
Harry dryghams AL	Philipping	126	1230	\$344	8419	\$361	1348	\$339	
	Associate-	104	\$214	8245	1790	8252	9241	8.225	
Hone City 10	Floring v	22	\$243	1750	6283	\$286	6292	5289	
		31	\$177	\$190	(22)	\$209	1202	\$195	
lic-stem NA	Pather	462	1395	BC30	6825	9634	9451	9663	
	Annaba	547	8281	8413	\$550	8440	\$464	9466	
Bridgepox CT		27	\$273	\$400	1475	8413	6411	8421	
	Associate	29	\$704	\$250	6335	\$267	5279	1276	
lastato tay		75	\$297	\$327	8343	\$320	1309	1304	
	A seciale	52	\$206	6235	1255	\$238	\$220	8712	
Cartington VI	Partier	13	5210	\$243	1250	\$252	5256	6356	
Charle 1905 DE	Dirtney	22	1294	4300	9.38G	8334	9310	8324	
		14	\$200	\$246	£250	4253	5725	1229	
Charleston (%)	Engineer	30	1200	6250	£334	\$278	\$250	5242	
	numetare	17	1155	1168	8175	\$276	1103	5293	
Coulow NG	Patrer	124	6396	8525	5448	6551	\$548	çazı.	
		117	8257	\$230	1375	\$343	\$345	8343	
Chicago II	Direct	1290	6525	\$70.2	5000	\$718	5485	1471	
	Associate	1360	5710	1435	\$578	\$457	\$436	8427	
Eligiona I DH	Partitet	78	1360	9425	\$484	9431	\$413	\$413	
	Ayrica'r	82	5775	8240	5294	\$257	5246	E244	

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Section I: High-Level Data Cuts

13 2016 - Real Rat	es for Pertners a	mict Assoc	lates			Trend Analysis (Mean)		
14	15.0p		Lost Chartie	Me-Slam	thied Camethe	quasia	1 0	4 "
Larran City NA.	Party	167	\$344	8417	6494	9418	1421	1415
	Assembles	158	\$225	1270	6290	\$264	121-6	1268
Diografia TEL	Pactings	- 15	\$200	6230	\$311	\$259	\$260	\$299
of a series of the		10	1150	6180	\$241	\$194	8213	\$710
Last Vinguis NEV		52	\$745	#423	\$359	\$430	\$398	\$365
		42	\$241	8272	\$310	9271	\$254	\$250
		20	8295	\$300	\$325	\$318	6312	6327
erte avek ink	Par nee	32	\$219	\$235	\$288	\$264	1270	1256
		12	\$160	1160	8193	\$186	. \$280	\$102
ion Angelos CA		977	1430	8695	8955	6718	9692	9634
		1361	\$302	8550	\$721	6559	\$529	5494
ا (خالاوديم)		49	\$273	1330	6410	\$337	1352	\$362
		22	\$200	1225	6225	\$213	1205	\$197
Madi	Pattings	17	1357	1378	643D	3399	\$376	9414
		34	\$200	6316	\$485	\$362	\$346	\$345
Manchella NH		13	\$360	# 580	\$525	\$423	\$430	8327
history has 161		42	8275	1374	\$410	\$345	\$345	1329
	Asserter	22	\$107	8206	\$235	1209	\$217	\$207
Mark w Ft.		256	\$304	9450	8593	\$467	9444	\$431
	45754410	193	\$225	\$100	1399	6331	6304	8291
Showaken Va		121	1290	A365	1446	\$396	\$394	\$390
	Association	87	1224	6276	6310	\$279	\$268	\$260
Manageraporise 1410		232	1300	\$429	\$57B	1 8456	5443	1422
	APPORT	262	\$250	\$310	\$41D	\$361	8318	8306
Pharto-Fie 14		120	8337	\$420	\$474	\$403	9401	8390
		102	\$215	\$234	1270	\$247	\$243	8.236
New House, LT		24	\$324	1365	\$443	1390	6393	5412
		24	\$229	1285	8322	\$281	1273	\$270
Nev. Orleam LA		113	5225	\$303	\$350	\$308	5296	8291
		63	\$103	8225	\$230	\$221	\$209	8195
New York Pit		2564	\$400	3925	\$1,201	8910	\$872	\$841
		3453	5410	1588	8790	\$603	\$572	,5545
Endulation is a very tolk	Partier	40	1200	1308	6350	\$291	1205	1271
	ATTAING	22	1149	6203	\$215	S196	\$295	\$105
Cenal-s till		29	\$200	9365	1395	8342	8325	\$ 330
	Asserted	13	\$193	1216	\$230	5213	1 4212	1.201

Section I: High-Level Data Cuts Cities

GT 2018 Real Ra	7 2016 - Real Rates for Partners and Associates			Trend Auslysis (Meon)				
City	Br4s		Pet Quartier	fdest an	Thed Quarrier	(3/2019)	121 2017	437.2016
Crisimide III	Param	304	\$370	1448	8553	3460	9453	1434
		94	\$230	\$269	\$310	5276	6274	8277
Phillipphia (Vi		894	1450	8600	\$765	9615	6296	8578
		3014	\$288	536Z	\$450	6373	\$364	\$342
Hoelle at		140	\$270	1350	8450	\$364	1381	\$397
		79	\$200	\$244	8300	1253	£266	1233
Hittisangh Kit		193	6375	8460	\$885	6469	1467	9455
		254	8244	8321	\$394	8327	6312	8306
Patient (A)		50	\$250	1354	\$449	\$376	1357	\$353
	America	20	5196	\$223	\$258	\$235	1231	1221
HEATH HIGH THE	Patre	129	\$350	\$405	6512	8431	8419	\$307
		190	\$300	8342	1315	\$340	1300	8275
Parama Pa		21	\$105	8295	1313	5377	\$397	8145
		19	\$205	\$225	6235	4223	4221	\$210
Reference No.	Harris	45	\$285	\$385	8450	\$383	\$385	\$361
		17	6235	\$250	\$305	\$374	1347	\$23m
Ficheson I wil		108	\$340	8500	1700	8525	\$484	9492
		131	\$274	8343	1430	1351	1325	6325
The territor file		29	\$243	\$225	6365	1211	4313	\$339
		18	\$196	5214	\$260	1233	\$217	\$249
Certainment CA	Parties	31	1350	\$385	\$454	9453	8482	8442
	ATTICAL	17	\$275	9 304	1358	8324	1321	E294
Settietayin		66	9201	#345	3422	\$379	1362	8330
		19	\$196	\$205	\$230	1211	1221	1211
	Parties	140	\$250	\$385	\$875	1575	1499	5495
		112	\$100	8723	\$390	\$299	1305	8279
		049	\$475	#695	5895	\$702	\$451	9623
		379	\$295	1446	£547	\$453	\$440	8408
	Herer	219	3525	\$753	\$9.29	1746	\$777	\$734
		99	1319	\$490	\$4.09	\$494	1490	1462
San Juan PS	Partner	49	\$19I	\$210	8254	\$226	\$228	8224
		30	\$150	8155	\$265	\$157	\$157	8150
September 198		11	\$294	\$306	\$369	\$334	1291	1279
Seatter VVA	Parison	294	\$410	\$528	\$644	15.35	1462	1446
	A, signer	187	\$279	\$340	\$450	1373	1327	\$305

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I, the undersigned, declare:

I am employed in the County of Los Angeles. State of California. I am over the age of 18 and not a parry to the within action: my business address is 1900 Avenue of the Stars, Suite 1400. Los Angeles, California 90067-6029.

On June 12, 2020, I served the foregoing document(s) described as follows:

DECLARATION OF AMANDA BONN IN SUPPORT OF RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH AT&T AND VERIZON DEFENDANTS

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached service list, as follows:

BY MAIL:

BY MAIL:

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in a fiddwir. for mailing in affidavit.

BY PERSONAL SERVICE: I caused to be delivered such envelope by hand to the offices of the addressee.

BY FEDERAL EXPRESS OR OVERNIGHT COURIER

BV FAX
I served by facsimile as indicated on the attached service list.

XX BY ELECTRONIC MAIL

I caused said documents to be prepared in portable document format (PDF) for e-mailing and served by electronic mail as indicated on the attached service list.

Executed on June 12, 2020, at Los Angeles, California.

 \underline{XX} (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bat of this Court at whose direction the service was made.

(Type or Print Name)

Kelen Danielan

Case No. 34-20(2-00127) (7

PROOF OF SERVICE

Section I: High-Level Data Cuts

03 2010 - Real Rates for Partners and Associates					Trand Analysis (Mean)			
(lit	**	n	l list Quantile	Mysian	15úri Cairtile	QF 2018	4112017	Q1 A016
54 Trike (540)	Parbier	135	5243	\$358	\$451	\$345	1357	1361
		112	\$192	\$225	8250	\$229	5213	\$212
Cymenor SW		30	\$239	8257	6324	\$278	5296	\$391
		13	\$170	\$178	\$106	\$179	\$187	\$185
Baltaharane 15		16	1364	\$300	9479	5396	\$362	1420
Torr-jan Ft	From to sape	103	\$275	\$378	\$470	1386	1300	1304
		\$8	6224	8270	\$304	6366	6266	\$767
		1.3	\$255	1300	1350	6.305	6290	1295
Trendges No.		39	\$428	1319	8369	\$498	6822	1489
		24	1250	\$348	9483	\$357	9375	1319
		16	\$221	\$240	1330	\$259	\$273	1291
Virginia thinks U.S.		19	\$120	6375	9420	\$362	1403	237B
		11	1179	6200	\$225	6200	s221	8213
Wasterspie DC		1622	\$429	\$789	9941	8400	8770	8792
		1528	1395	1500	\$625	6522	\$492	\$480
When the party		41	1559	\$908	\$495	\$777	\$737	\$679
		77	\$468	0510	1474	#538	\$454	8411
		. 11	\$350	8425	\$528	6428	\$376	8391
		1.2	\$200	8341	1315	1274	1220	\$243

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-1	SERVICE L	IST
2	W. Scott Cameron (SBN 229828)	Attorneys for Defendant New
3	scencion d'eslaw com	Cingular Wireless National Accounts,
	KING & SPALDING LLP 621 Capitol Mall. Suite 1500	LLC, d'b'a Cingular Wireless n't/a
1	Sacramento, CA 95814	AT&T Mobility National Accounts
- 5	John C, Richter (Admined Pro Hoe Pice)	Attorneys for Defendant New
6	inchter#kslaw.com	Cingular Wireless National Accounts,
- "	Nikesh Jindal	LLC, d'b/a Cingular Wireless n/k/a
7	NJmshil@KSLAW.com Peter Cooch	AT&T Mobility National Accounts
8	PCocsh#KSLAW.com	
9	Anne Voigts	
9	AVoint & KSLAW com	
10	Margaret Farquiar Thomas (Pro Hac Vice)	
- 11	Jenna Carly Stern (Pro Hac Vice)	
	isterné kalaw com	
12	Jessica Rapoport (Pro Hac Vice)	
13	Raponot GKSLAW.com David Mattern (Pro Hac Vice)	
14	dmatternefikslaw.com Keffi Gulite (Pro Hac Vice)	
15	kendite/likslaw.com	
16	Christina Kung (SBN 324754)	
	Jacqueline Duobinis	
17	/Duobinish KSLAW com	
1.8	KING & SPALDING LLP	
	1700 Pennsylvania Ave NW, Suite 200	
19	Washington, DC 20006 Bailey J. Langer (SBN 307753)	
20	blanzier@kslaw.com	
٠,, ١	KING & SPALDING LLP	1
21	101 Second Street, Snite 2300	1
22	San Francisco, CA 94105	
23	Telephone: (415) 318-1214 Facsimile: (415) 318-1300	
24	Brian Priestley (SBN 301586)	
25	POTESTICS GLAW COM KING & SPALDING LLP	
26	633 West Fifth Street	
	Suite 1700	
27	Los Angeles, CA 90071	
28	Telephone: (213) 443-4348	1
	2	Cass No. 34-2912-00127515
	PROOF OF SEA	VICE

Facsimile: (213) 443-4310	
Matthew H. Dawson	
mdawson@tslaw.com	
KING & SPALDING LLP	
601 South California Avenue State 100	
Pale Alto, CA 94304	
Tel. (650) 422-6725	
Colin H. Murray (SBN 159142)	Attorneys for Defendants Sprin
Colin murray@ bokernickenzie com	Solutions, Inc., and Nextel of
Anne M. Kelis (SBN 298710)	California, Inc.
Anne kelts@bakennekenzie.com BAKER & McKENZIE LLP	
BAKER & MCKENZIE LLP Two Embarcadero Center, 11th Ft.	
San Francisco, CA 94111	
was a meso-off, bell FTIII	
Jessica L. Averin (Pro Hoe Plee)	
Jessica averitud bakerinekenzie eom	
BAKER & McKenzie LLP 700 Louisiana, Suite 3000	
Houston, TX 77002	
thurson 12 , 1000	
Jonathan M. Wilan (Pro Hoc Pice)	
Jonathan wilan # lukermckenzie.com	
John Woods (Pro Hac Vice)	_
John woods@ tokernickenzie.com	
BAKER A MCKENZIE LLP	
815 Connecticut Avenue, N.W.	
Washington, DC 20006 Heidi K. Hubbard (Pro Hoc Vice)	Attorneys for Defendants Sprin
hhubbard-ä.wc.com	Solutions, Inc., and Nextel of
John E. Joiner (Pro Hoc Plor)	California, Inc.
hoiner/twe com	
William P. Aslrworth (Pro Hoe Ulce)	1
washworthit we com	1
Ashley W. Hardin (Pro Har 13ce)	
alander from com	
Alec Swafford (Pro Hac Vice)	
aswallind-fewe com	
Shanna M. Kramer (Pro Hac Vice)	
Agonier@wx com Taylor G, Weaver (Pro Hac Fice)	
Inventor in the com	
Scan M. Ouinn (CA State Bar No. 314041)	
State of the County of State But 140 State 14	
Monika Isia Jasiewicz (Pro Hac Vice)	
3	Case No 34-20

GREENBERG TRAURIG LLP		
500 Campus Drive, Suite 400 Floriam Park, NJ 07932	1	
Flortiam Park, NJ 07932		
		ļ
		ļ
		1
	5	Cane No. 34-2012-60127317

Hardenicz/Arwe com	
Anna K. Tsiotsias (CA State Bar No. 319520)	
atsintsias@wc.com	
Michael Mestitz (CA State Bar No. 310354)	
mmestilz@wc com	0
WILLIAMS & CONNOLLY LLP	2
725 Twelfth Street, N.W.	
Washington, D.C. 20005	
Mark McGrory	Attorney for Defaudants, Sprint
mark memory@emerip.com	Solutions, Inc., and Nextel of
Ense IP, P.A. (Pro Hac Tice)	California, Inc.
7015 College Hivd. Suite 700	
Overland Parks, K5 66211	
Tel.: 913-777-5604	
Steve Y. Koh (Pro Hac Flor)	Attorneys for Defendant T-Mobile
skoleit nerkinscole com	USA, Inc.
Erin K. Earl (Pro Hac Vica)	
cent@perkinscole.com	
PERKINS COIE LLP	
1201 Third Avenue, Suite 4900	
Seartle, WA 98101	
Bobbie Wilson (SBN 148317)	Anomeys for Defendant T-Mobile
hwilson@rerkinscore.com	USA, Inc.
Sumta Bali (SBN 274108)	
shali@perkinscoie com	
PERKINS COLE LLP	
505 Howard Street, Snite 1000	
5as Francisco, CA 94105	4 5 4 4 7 7
Mathew S. Rosengart	Attorneys for Defendant Cellico
resentation dellaw com-	Partnership d/h/a Verizou Wireless
GREENBERG TRAURIG LLP	
1840 Century Park East, State 1900	
Los Angeles, CA 90067	
Jeremy A. Meier	Attorneys for Defendant Cellco
meierl@atlaw.com	Parmership d'b/a Verizou Wireles
Shiran Zohar	
zohare/Fgilaw com	
David A. Cheit	
cheitd Felaw com	
GREENBERG TRAURIG LLP	
1201 K Street, Suite 1100	
Sacramento, CA 95814	· V
Matthew F. Bruno (Pro Hac Vice)	
<u>рытоты у сптак сет</u>	
Eric D Wong (Pro Hoc Vice)	

William Christopher Carmody (pro hac vice) bearmody <u>a</u> susmangodfrey.com NY Bar No. 4519276 NY Bar No. 4339276
Arun Subramanian (pro hac vice)
arubramanian a sumangodirey com
NY Bar No. 4611869
SUSMAN GODFREY L.L.P
1301 Arenue of the Americas, 32nd Floor
New York, New York 10019-6023
Telephone. (212) 336-330
Facsimile: (212) 336-3340 Amanda K. Bonn (270891) abonn a susmangodfrey.com Meng Xi (280099) Atong At (20099)
mxi & summagodfrey com
SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Telephone: (310) 789-3100
Telephone: (310) 789-3100 [elephone: (310) /82-3150 [acsimile: (310) 789-3150

Attorneys for Plaintiffs Regents of the University of California, et al. and Plaintiff-Relator OnTheGo Wireless, LLC

Wayne T Lamprey (095408) wlamprey a constantineer. Anne Hayes Hartman (114556) ahartman a constantineer. Ari M Yampolsky (290753) nyampolsky 'a constantinec CONSTANTINE CANNON LLI 150 California Street, Saite 1600 San Francisco, CA 94111 Telephone: (415) 639-4001 Facsimile: (415) 639-4002

Joseph S. Genshlea (36369) joe'a genshlealaw com
JOE GENSHLEA LAW & MEDIATION
400 Capitol Mall, Suite 1100
Sacramento, CA 95813
Telephone: (916) 825-9952

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SACRAMENTO

STATE OF CALIFORNIA et al., ex rel. OnTheGo Wireless, LLC

Case No. 34-2012-00127517

|PUBLIC-REDACTED| DECLARATION OF STEVEN M. SHEPARD IN SUPPORT OF RELATOR'S MOTIONS FOR APPROVAL OF SETTI PMENTS WITH AT&T AND VERIZON DEFENDANTS

CELLCO PARTNERSHIP, doing business as VERIZON WIRELESS, et al.

Date: September 24, 2020

Defendants

Plaintiffs,

Time: 11:00 a.m., Dept. 92 or 96, Hon. Judy Holzer Hersher

Public - Reducts Materials from Conditionally Sealed Record

DECLARATION OF STEVEN M. SHEPARID ISO RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH ATAT AND VENIZON DEPUBLIS

Attached hereto as Exhibit C is a true and correct copy of the Notice of Proposed ŝ. Settlement that Relator will serve upon Non-Intervenors who were not customers of Vertron and who are not allocated any portion of the Verizon Settlement ("Non-Intervenor Non-Customer Notice"). The Court has approved the form and contents of this notice. This notice directs the Verizon Non-Intervenor Non-Customers to a website from which they can download the publicly filed versions of the Motion for Approval of Relator's Settlement with Verizon, and all exhibits thereto

AT&T Settlement Agreements and Related Exhibits

- Attached hereto as Exhibit D is a true and correct copy of Relator's Settlement and Release Agreement with AT&T in this action (the "AT&T Settlement Agreement"). Relatcounsel will collect signature pages from each Intervenor and submit them to the Court prior to the settlement approval bearing. Relator and Nevada settled with AT&T through the same mediation process that led to the California scittlement. AT&T has executed a separate settlement agreement with Relator and Nevada, which resulves the Nevada action
- Attached hereto as Exhibit E is a true and correct copy of the Notice of Proposed Settlement and Consent and Release that Relator will serve upon Non-Intervenors who are allocated a portion of the AT&T Settlement ("Non-Intervenor Customer Notice"). The Court has approved the form and contents of this notice, as well as the procedure for Non-Intervenor Customers to join in the settlement. Together with this Notice, Relator will serve unreducted copies of the Motion for Approval of Relator's Settlement with AT&T, and all exhibits thereto, to the AT&T Non-Intervenor Customers
- Attached hereto as Exhibit F is a true and correct conv of the Notice of Proposed Settlement that Plaintiffs will serve upon Non-Intervenors who were not customers of AT&T and who are not allocated any portion of the AT&T Settlement ("Non-Intervenor Non-Customer Notice"). The Court has approved the form and contents of this notice. This notice directs the AT&T Non-Intervenor Non-Customers to a website from which they can download the publicly filed versions of the Motion for Approval of Relator's Settlement with AT&T, and all exhibits thereto

DECLARATION OF STEVEN M. STEPARD ISO RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH ATAT AND VERIZON DEFENDANTS.

I, Steven M. Shepard, declare as follows:

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- I am a member of the State Bar of New York and a partner with the law firm of Susman Godfrey L. L.P. ("SG"), counsel for Plaintiffs Regents of the University of California, et al., and Plaintiff-Relator OnTheGo Wireless, LLC ("Plaintiffs"). I am admitted to practice before this Court pro hoc vice. I submit this declaration in support of Relator's Motions for Approval of Settlements with the AT&T and Verizon Defendants. I have personal knowledge of the matters set forth herein, and if called as a witness I could and would competently so testify
- My rale. In the litigation of this case, I was the attorney who led the efforts to (1) conduct offensive data discovery in order to obtain the necessary data from AT&T and Verizon, and to (2) work with Plaintiffs' experts to analyze that data and prepare a damages model. My work included: supervising and coordinating closely with a team of testifying and consulting experts, meeting-and-conferring with opposing counsel concerning data production issues, taking depositions related to data and damages issues, and briefing and arguing motions to compelregarding data issues. Ever since Plaintiffs settled with AT&T and Verigon, I have been the attorney who (3) led the effort to allocate the scattement amounts among the Plaintiff entities. working closely with Plaintiffs' data analysis expert in this matter, Philip Kline

Verizan Settlement Agreements and Related Exhibits

- Attached hereto as Exhibit A is a true and correct conv of Relator's Settlement and Release Agreement with Verizon (the "Verizon Settlement Agreement"). Relator's counsel will collect signature pages from each Intervenor and submit them to the Court prior to the settlement approval hearing.
- 22 Attached hereto as Exhibit B is a true and correct copy of the Notice of Proposed Settlement and Consent and Release that Relator will serve upon Non-Intervenors who are allocated a portion of the Verizon Settlement ("Non-Intervenor Customer Notice"). The Court has approved the form and contents of this notice, as well as the procedure for Non-Interver 26 Customers to join in the settlement. Together with this Notice, Relator will serve unreducted copies of the Motion for Approval of Relator's Settlement with Verigon, and all exhibits thereto. to the Verizon Non-Intervenor Customers.

DECLARATION OF STEVEN M. SHEPARD ISO RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH ATAT AND VERIZIN DEFENDANTS.

AT&T Settlement Allocations for California Government Entities

- Plaintiffs' data analysis expert, Philip Kline, is familiar with the billing data that AT&T produced during this litigation for the California government plaintiffs, as a result of Mr. Kline's work in this litigation. (AT&T's billing data was complete; the AT&T "missing data" issue, described elsewhere, concerned usage data not billing data.) Mr. Kline used this billing data to determine each of the California plaintiff entities' spending on relevant AT&T wireless services. After the term sheet was signed, AT&T provided Relator's counsel with the same kind of billing data for Nevada government entities purchasing from AT&T during the relevant period (The term sheet required AT&T to provide this data.) Mr. Kline used that billing data to determine the Nevada plaintiff entities' spending on relevant AT&T wireless services. The same methodology was used for all Government Plaintiffs (both in California and Nevada). Mr Kling's methodology and results are further described in his declaration, which is submitted contemporaneously herewith
- The AT&T Overall Proposed Allocation is Appendix B to Mr. Kline's Declaration, and is Exhibit A to the AT&T Settlement Agreement. AT&T agreed to settle both actions (California and Nevada) for a combined payment of \$51 million. The AT&T Overall Proposed Allocation shows the portion of that amount that has already been allocated to the Nevada Plaintiffs, and shows how the remainder is proposed to be allocated among the California Plaintiffs.
- The AT&T Overall Proposed Allocation allocates \$47,904,307 to California government entities. This settlement amount represents California government entities paid AT&T for wireless services during the relevant period.
- The Court is not being asked to make any findings regarding the C. Nevada Action against AT&T. The remaining \$3,095,693, of the \$51 million settlement, was ocated to settle the Nevada Action. These numbers are in direct proportion to what AT&T's data shows to have been the spending by California and Nevada government entities on AT&T wireless services. AT&T's data shows that California Plaintiffs account for 94% of AT&T's total relevant wireless services revenue; relevant revenue from the Nevada Plaintiffs accounts for the Case No. 34-2013-00127517

DECLARATION OF STEVEN M. SIEPARD ISO LITATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH A TAX T AND VEHIZON DEFENDANTS

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remaining 6%. The Court is not asked to review or approve the terms of the Nevada settlement, to approve any allocations to Nevada entities, or to approve the Nevada Relator's share. The Office of the Nevada Attorney General has already agreed to a 43% Relator's share of the Nevada recovery:

d. The AT&T settlement for California Non-Intervenors exceeds the Sprint "benchmark" by The AT&T "relevant revenue" used to prepare the AT&T Overall Proposed Allocation is the amount paid for wireless services. Other revenue, such as equipment purchases (e.g., new phones) is excluded from the AT&T revenue figures. However, this exclusion (of equipment purchases) was not made for the Sprint allocations due to data limitations. As a result, in order to make a fair comparison between the two settlements, it is appropriate to use the total AT&T revenue from Non-Intervenors, including equipment purchases That number is according to the Kline Declaration, 7 22. The current projected gross proceeds, to Non-Intervenors, is \$27,864,816, which is af the expanded AT&T revenue including equipment purchases. In the Sprint settlement, by contrast, Non-Intervenors were allocated just of Sprint's revenue (including equipment purchases). A recovery for Non-Intervenors from AT&T is higher than the Non-Intervenors recovery from Sprint If Relator had settled for of AT&T's expanded revenue from Non-Intervenors then the gross proceeds to Non-Intervenors, from AT&T, would be just Instead, the current projected gross proceeds from AT&T to Non-Intervenors is \$27,864,816about higher

e. The AT&T Overall Proposed Allocation allocates the settlement among all Government Plaintiffs (in Nevada and California) based solely on the amount of spending, by each Government Plaintiff, on AT&T wireless services.

f. Each Government Plaintiff's spending with AT&T on wireless services is the best available proxy for damages. A more precise damages calculation with respect to AT&T would be extremely complicated, if not impossible, to perform, because calculating each Government Plaintiff's damages would require generating optimization reports for each plaintiff, among other complex steps. Relator's experts had not yet be sun to create optimization reports for Case No. 34-3013-01127517

DICLARATION OF STEVEN MENULPARD ISO RELATIONS MOTIONS FOR APPROVAL OF SETTLEMENTS WITH A TATATAND VERIZON DEFENDANTS

in the AT&T Overall Proposed Allocation. In addition, these entities will collectively receive all of the remaining 10% allocations to the Non-Consenting Non-Intervenors, which will be distributed among the Intervenors and Consenting Non-Intervenors in proportion to those entities relevant wireless spending. This re-allocation will be shown in the AT&T California Final Proposed Allocation, which Relator will submit to the Court prior to the Approval Hearing.

12. No allocation to Non-Intervenor Non-Customers. AT&T and Relator have agreed that the Non-Intervenor Non-Customers are not parties to the settlement and are not bound by the broad release therein (other than the releases of the specific CFCA claims that Relator asserted). Non-Intervenor Non-Customers will accordingly receive notice of the settlement informing them of the date for the settlement approval hearing and the deadline for objections. with directions to a webpage from which they can download the complete service packet and contact information for counsel.

Verizon Settlement Allocations for California Government Entities

13. Plaintiffs' data analysis expert, Philip Kline, is familiar with the billing data that Verizon produced during this litigation for the California government plaintiffs, as a result of Mr. Kline's work in this litigation. Mr. Kline used this billing data to determine the spending on Verizon wireless services for the California plaintiff entities. After the term theet was tigned, Verizin provided Relator's counsel with the same kind of billing data for Nevada government entities purchasing from Verszon during the relevant period. (The term sheet required Verszon to provide this data.) Mr. Kline used that billing data to determine the Nevada plaintiff entities spending on relevant Verizon wireless services. The same methodology was used for all Government Plaintiffs (both in California and Nevada). Mr. Kline's methodology and results are further described in his declaration, which is submitted contemporaneously herewith

a. Verizon settled this Action, and Relator's Nevada Action, for a single \$76 million payment. The Verizon Overall Proposed Allocation shows the portion of the \$76 million Verizon settlement that has already been allocated to the Nevada plaintiffs, and shows how the remaining portion is proposed to be allocated among the California Plaintiffs. The Verizon Overall

Case No. 34-2012-00127517

DECLARATION OF STEVENM STEPARD ISO RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH ATEX AND VEHICON DEFENDANTS

any Phase I or Phase II entities with respect to AT&T-nor could they possibly have done so, since at the time of settlement AT&T had not yet completed its production of the necessary usage data required to prepare these reports.

8. For all California political subdivisions, Mr. Kline analyzed their wireless spending from 2007 to February 28, 2012 to prepare the AT&T Overall Proposed Allocation. The year 2007 was chosen because that is the year in which California and Nevada entities were first eligible to obtain quarterly optimization reports from AT&T under the WSCA I contract. The WSCA 1523 (or WSCA I) contract was completely executed and effective on October 10, 2006. Therefore, the first quarter in which optimization could have been provided under that agreement was the quarter beginning in January 2007. The end date of February 28, 2018, was the date of the most recent data produced by AT&T.

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h. Appendix C to the Kline Declaration identifies 115 Non-Intervanor Non-Customers. These are California subdivisions that were named as Plaintiffs in Relator's Complaint, but which, according to AT&T's data, bought less than \$500 worth of wireless services from AT&T during the period of 2007 through February 2018. See Kline Decl. § 19. These Non-Intervenor Non-Customers are listed in the AT&T Overall Proposed Allocation as having \$0 of revenue, and receiving \$0 in settlement proceeds.

10. Allocation to Non-Consenting Non-Intervenors. Non-Consenting Non-Intervenors will only receive 90% of the allocations shown on the AT&T Overall Proposed Allocation. That reduction recognizes that the scope of their release is limited solely to the CFCA claims. The remaining 10% of the settlement allocation for Non-Consenting Non-Intervenors will be redistributed amongst the California Intervenors and California Consenting Non-Intervenors in proportion to their spending on wireless services with AT&T. None of this remaining 10% will be distributed to the Nevada plaintiffs. This re-allocation will be shown in the AT&T California Final Proposed Allocation, which Relator will submit to the Court prior to the Approval Hearing.

11. Allecation to Intervenors and Consenting Non-Intervenors, Intervenors a Consenting Non-Intervenors will receive 100% of their respective settlement allocations set forth Care No. 14-2012-01127313

DICLARATION OF STEVEN M. SHEPARD ISO RELATIONS MOTHERS FOR APPROVAL OF SETTLEMENTS WITH A TAT AND VERIZON DEFENDANTS

Proposed Allocation is Exhibit A of the Verizon Scattlement Agreement, and is also Appendix B of the Kline Verizon Declaration

b. The Verizon Overall Proposed Allocation allocates \$68,231,673 to California government entities. This settlement amount represents and the total revenues these California novemment entities naid Verizon for wireless servines during the relevant period

c. The Court is not being asked to make any findings regarding the Nevada Action against Verizon. The remaining \$7,768,327 is allocated to settle the Nevada Action The State of Nevada signed the same Version Settlement Agreement that is submitted to this Court. However, this Court is not being asked to approve any aspect of the settlement with 10 Nevada. (AT&T, by contrast, entered into separate Settlement Agreements-one with the California entities, another with Nevada.) 11

Verizon's data shows that California Plaintiffs account for of Verizon's total relevant wireless services revenue, relevant revenue from the Nevada Plaintiffs accounts for the remaining The Office of the Nevada Attorney General has already agreed to a 43% Relator's share of the Nevada recovery.

16 d. For California Non-Intervenors, the Verizon settlement exceeds the Sprint 18 19 "benchmark" by _____. The Verizon "relevant revenue" used to prepare the Verizon Overall 20 Proposed Allocation is the amount paid for vireless services. Other revenue, such as conjument 21 purchases (e.g., new phones) is excluded from the Verizon revenue figures. However, this 22 exclusion was not made for the Sprint allocations due to data limitations. As a result, in order to make a fair comparison between the two settlements, it is appropriate to use the Verizon total 23 24 revenue from Non-Intervenors, including equipment purchases. That number is 25 Kline Verizon Decl., § 22. The current projected gross proceeds from the Verizon sculement, to Non-Intervenors, is \$50,252,615, which is of the expanded Verizon revenue including equipment purchases. A recovery for Non-Intervenors from Verizon is higher than the Non-Intervenors recovery from Sprint. 28

Care No. 34-2012-00127517 DECLARATION OF STEVEN M. SLEPARD INDIRECT TOP S ARVITONS FOR APPROVAL OF STELLMONTS WITH A TAT AND VIDUZON DEFENDANTS.

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Verizon's relevant revenue from Non-Intervenors then the gross proceeds to Non-Intervenors, from Verizon, would be just Instead, Non-Intervenors will receive an additional above that number.

- The Vertzon Overall Proposed Allocation allocates the settlement among Government Plaintiffs based solely on the amount of spending, by each Government Plaintiff, on Verizon wireless services.
- f. Each Government Plaintiff's spending with Verizon on wireless services is the best available proxy for damages. A more precise damages calculation with respect to Verizon would be extremely complicated to perform, because calculating each Government Plaintiff's damages would require generating optimization reports for each plaintiff, among other complex steps. Although Plaintiffs' experts had, at the time of the settlement, made significant progress in preparing optimization reports for the Phase I Plaintiffs with respect to Verizon, Plaintiffs' experts have not begun this work for any of the Phase II entities

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For all California political subdivisions except County of Los Angeles, Mr. Kline analyzed their wireless spending from 2011 to October 2019 to prepare the Verizon Overall Proposed Allocation. The year 2011 was chosen because that is the year in which the State of California entered into its first Participating Addendum with Verizon under the WSCA 1523 (or WSCA 1) contract. During the first half of 2011, the vast majority of California plaintiff subdivisions (Intervenors and Non-Intervenors alike) began to purchase under this California Participating Addendum, As of 2011, therefore, Verizon was obligated to provide "lowest cost available" wireless services through "optimization reports" to the Cal fornia political subdivisions. Before 2011, Verizon was likely not obligated to do so for California subdivisions. because the earlier California Wireless Contract (or CWC) did not require Verizon to provide optimization reports" to any California government entity besides the State of California. The County of Los Angeles's wireless spending was analyzed for the period from March 2017 to October 2019, because only in March 2017 did the County of Los Angeles begin purchasing from Verizon under a contract that incorporated WSCA.

Core No. 34-2012-00127317

DECLARATION OF STEVEN M. SUPPARD ISO RELATOR S MOTEURS FOR APPROVAL OF SETTLEMENTS WITH ATAT AND VERIZON DEFENDANTS

the Verizon California Final Proposed Allocation, which Relator will submit to the Court prior to the Approval Hearing.

- 15. Allocation to Intervenors and Consenting Non-Intervenors. Intervenors and Consenting Non-Intervenors will receive 100% of their respective settlement allocations set forth in the Verizon Overall Proposed Allocation. In addition, these entities will collectively receive all of the remaining 10% allocations to the Non-Consenting Non-Intervenors, which will be distributed among the Intervenors and Consenting Non-Intervenors in proportion to those entities relevant wireless spending. This re-allocation will be shown in the Verizon California Final Proposed Allocation, which Relator will submit to the Court prior to the Approval Hearing.
- 16. No allocation to Non-Intervenor Non-Customers, Verizon and Plaintiffs have agreed that the Non-Intervenor Non-Customers are not parties to the settlement and are not bound by the broad release therein (other than the releases of the meeting CFCA claims that Relator asserted). Non-Intervenor Non-Customers will accordingly receive notice of the settlement informing them of the date for the settlement approval hearing and the deadline for objections, with directions to a webpage from which they can download the complete service packet and contact information for counsel.

Susman Godfrey's Offensive Data Discovery and Expert Analysis

- 17 Offensive Data Discovery. One of the most logistically complex aspects of this case was obtaining the necessary data from AT&T and Verizon to enable Plaintiffs' expert team to construct a liability and damages model premised on Defendants' failure to provide quarterly
- a. Simply obtaining the necessary billing, usage, and rate plan data for hundreds of California government entities in the proper format was an ongoing effort that took) wars of discovery requests, conferring with Plaintiffs' experts, filing multiple motions to compel, and engaging in extensive meet-and-confer discussions with counsel for AT&T and Verizon.
- b. SG served multiple interrogatories on AT&T and Verizon seeking the identification of their relevant back-end systems for storing billing, usage, and rate plan data. SG also moved to compel PMK depositions from AT&T and Verizon on these assues and took those 10

DECLARATION OF STEVEN M. SHEFARD ISO RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH AT BET AND VERIZON DEFENDANTS

For the State of California, wireless spending from January 1, 2006, through October 2019 was used to prepare the Verizon Overall Proposed Allocation, because 2006 is the year in which the State of California began purchasing from Verizon under the California Wireless Contract ("CWC"), and that contract required "optimization reports" to be provided to the State

For the Nevada entities, wireless spending from January 1, 2007 to October 2019 was used to prepare the Verizon Overall Proposed Allocation. The start date of January 1, 2007. was used for the Nevada entities because the Nevada entities should have begun receiving "lowest cost available" wireless services through quarterly "optimization reports" under the WSCA 1523 (or WSCA I) contract beginning in January 2007. The WSCA 1523 contract was completely executed as of October 6, 2006. Therefore, the first quarter in which optimization could have been provided to the Nevada entities was the quarter beginning in January 2007.

i October 2019 was used as the end-date for all government entities in the Verizon Overall Proposed Allocation, because that is the last month for which Verizon produced relevant

Appendix C to the Kline Verizon Declaration identifies 28 Non-Intervenor Non-Customers of Verizon. These are California subdivisions that were named as Plaintiffs in Relator's Complaint, but which, according to Verizon's data, purchased less than \$500 of wireless services from Verizon during the period of 2011 through 2019. See Kline Verizon Decl. § 19. These Non-Intervenor Non-Customers are listed in the Verizon Overall Proposed Allocation as having \$0 of revenue, and receiving \$0 in settlement proceeds.

14 Allocation to Non-Consenting Non-Intervenors, Non-Consenting Non-Intervenors will only receive 90% of the allocations shown on the Verizon Overall Proposed Allocation. That reduction recognizes that the scope of their release is limited solely to the CFCA claims. The remaining 10% of the settlement allocation for Non-Consenting Non-Intervenors will be redistributed amongst the consenting California Plaintiffs (the Intervenors and Consenting Non-Intervenors) in proportion to their spending on wireless services with Verizon. None of this remaining 10% will be distributed to the Nevada plaintiffs. This re-allocation will be shown in

DECLARATION OF STEVEN M. SILEPARD ISO RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH A TAT AND VERYON DEFENDANTS

depositions in order to identify and understand the carriers' internal data storage systems and the formats in which data could be extracted

- c. SG then spent approximately two years repeatedly meeting-and-conferring with AT&T, Verizon, and Plaintiffs' experts in order to ensure that all of the relevant data was produced in a usable format and that Plaintiffs' experts correctly understood the meaning and relationships of hundreds of relevant tables and data fields
- d As a result of its efforts, SG determined that AT&T had not produced certain critically important usage data necessary to prove liability and damages. SG took multiple Persons Most Knowledgeable depositions, engaged in months of meeting-and-conferring, and filed numerous motions to compel in order to determine the reason why such data was missing. As a result of SG's committed efforts over the course of nearly two years, AT&T was finally forced to concede that certain of its data was only maintained in invoices that were stored in a "binary archive" back-up system that would take months to restore-a fact that AT&T had never disclosed in the course of discovery. SG then filed a successful motion to sanction AT&T for this conduct, to compel AT&T to restore the back-up system, and to postpone and bifurcate the AT&T trial from the Verizon trial to ensure that all of the necessary data would be produced
- 18. Expert Analysis, SG worked closely with a team of high-caliber experts to analyze the data produced by AT&T and Verizon and produce a damages model that would hold up to Daubert scrutiny, SG's models incorporated and analyzed more than 147 significant of billing and usage data produced by AT&T and Verizon. To put that in perspective: 32-bit Excel programs cannot even open files larger than 2 gigabytes. For the case against AT&T and Verizon, SG identified, hired, and worked closely with three separate experts, each supported by their own staff:
- a. Phillin Kline. As set forth in his senarate declaration submitted herewith. Mr. Kline is currently a Managing Director at Ankura Consulting Group, where his practice focuses on valuation and transactional services. During most of this case, Mr. Kline worked at the consulting group 284 Partners, which merged with Ankura near the end of 2019. More information about Mr. Kline is available at: https://ankura.com/people/philip-w-kline/. In this H

DECLARATION OF STEVEN M. SHEPARD ISO RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH A TAT AND VEHICON DEFENDANTS.

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litigation, Mr. Kline and his staff ingested the massive data productions from AT&T and Verizon into an SQL database, organized and analyzed that data, identified relationships between data tables and fields, identified areas of missing data, and assisted me in taking discovery of the meaning of numerous data fields and codes. Mr. Kline also prepared usable exports, from these massive data files, for use by the other experts.

b. Camerus Sowder. Mr. Sowder has a 22-year career in Telecoms Expense
Management. Since 2004, he has owned and operated his own consultancy, Sowder
Communications. Mr. Sowder has created, applied, and audited optimization reports for dozens
of corporate clients purchasing wireless services from AT&T and Verizon. More information
about Mr. Sowder is available at later Panaw linkedin cominitary deal.

- c. William Wecker Dr. Wecker is a statistician and applied mathematician.

 His qualifications and a list of his professional publications are shown in his curriculum vitae, which is available at hits. There were the histories are higher than the content of the
- 19. Together, these three expert teams organized and analyzed a massive amount of data for the "Phase I" entities in this case, in order to prepare a compilex damages model, as follows:
- a. First, Relator's experts reconstructed, from complex data, the relevant terms and conditions for each and every one of the tens of thousands of rate plans that AT&T and Verizon offered to California government customers during the 13-year damages period. Verizon produced data relating to 99,534 rate plans that were offered during the 13-year damages period. Each of those rate plans, in turn, included up to 442 fields describing dozens of relevant terms and conditions. AT&T produced data relating to 11,545 applicable rate plans. Each of the AT&T rate plans, in turn, included nearly 200 relevant terms and conditions. Mr. Kline and his team, with the assistance of Mr. Sowder, created a data key setting forth the relevant rate plan provisions of each of the more than 110,000 rate plans at issue.
- b. Second, Mr. Kline and his team reviewed the California Administrative Fee

 Reports (which AT&T and Verizon had sent to the State of California, each quarter, in connection

 with their administrative fee payments) in order to identify "Phase I" government entity accounts

 12. Case No. 34-2013-0017317

DECLARATION OF STEVEN M. SHE'ARD ISU BELA TOR'S MOTIONS FOR AT TROVAL OF SPITILIZADITS WITH A TAY AND VIRILIA DIES MOTIONS FOR AT TROVAL OF

total alternative billing for each entity across all quarters in the damage period. Dr. Wecker then compared the estimated alternative billing to the <u>netual</u> billing for each "Phase I" entity across the entire damages period to calculate damages as the difference between (1) the alternative billing (based on applying the newly-created optimization reports" recommended plans to the employees actual usage in subsequent months) and (2) the invoices the entity actually paid (based on the plans that the entity's employees actually used). Dr. Wecker also developed statistical methodology and performed statistical calculations to determine the accuracy of his specific damage estimates for each "Phase I" entity.

g. Seventh, Mr. Sowder and his team also reviewed and analyzed more than
1,000 reports, produced by AT&T and Verizon during "Phase I" document discovery, which
reports the Defendants intended to claim constituted "optimization reports." Mr. Sowder was
prepared to testify in detail as to why these reports failed to provide the "Phase I" entities with
true optimization and lowest-cost available services.

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

Executed this 9th day of June, 2020, in New York, New York.

Steven M. Shepard

Case No. 34-3012-0012

INCLARATION OF STEVEN M. SIEFFALD ISO RELATOR'S MUTIONS FOR APPROVAL OF

for which AT&T and Verizon had not produced data. This led to Verizon producing data on 1,118 additional accounts ("ECPD Profile IDs"). This was a material addition to the 350 accounts for which Verizon had originally produced data. This effort by Mr. Kline's team also led to AT&T producing data for an additional 174 accounts.

c. Third, Relator's experts obtained, organized, validated and analyzed massive data showing hundreds of thousands of government employees' usage of wireless services (i.e., the amounts of various kinds of voice minutes, text messages, and data services that each individual used each month). Verizon and AT&T each produced thousands of ovurlapping tables reflecting such data, which Mr. Kline and his team ingested, validated, and organized. I worked closely with Mr. Kline to understand what additional information and data to press for in meet-and-confer efforts and motions to compel. This collaboration eventually revealed AT&T's failure to produce critical usage data from an undisclosed back-up system.

- d. Fourth, once the Verizon billing data production was complete, Dr.

 Weeker generated representative tampling plans of Verizon billing data covering each "Phase I"
 government entity that purchased from Verizon. Dr. Weeker and his team also performed
 extensive preparatory work to develop similar tampling plans covering each "Phase I" entity that
 purchased from AT&T
- e. Fifth, optimization expett Cameron Sowder, assisted by four staff employees, prepared more than 300 optimization reports for entity-quarters identified in Dr. Wecker's sampling plans. These reports recommended, for each employee, the one Verizon state plan (of all of those tens of thousands) that would have been thought most likely to provide the lowest cost for that employee in the coming months, based on the employees' prior usage. Mr. Sowder then prepared alternative billing data for each employee, based on the charges that each employee would have received, if Mr. Sowder's recommended rate plan had been used by that employee. Mr. Sowder and his team also did extensive preparatory work to conduct a similar exercise for the "Phase I" Plaintiff entities who purchased from AT&T.
- 27 C. Sixth. Dr. Weeker then projected the results from each entity's sample of
 28 alternative Verizon billing data, prepared by Mr. Sowder's team, to calculate an estimate of the
 28 Can No. 34-2013-0017517

DECLARA HUN OF STEVEN M. SIGERARD ISO RELATOR'S MUTHUM FUR APPROVAL OF STETLEMENTS WITH ATAT AND VIRIZIN DEFENDANTS

Exhibit A

SETTLEMENT AND RELEASE AGREEMENT (VERIZON)

This Settlement and Release Agreement ("Settlement Agreement") is entered into by and ween, on the one hand, the Regents of the University of California, City of Chino, City of Corona, City of Fortuna, City of Fresno, City of Long Beach, City of Oxnard, City of Rancho Cucamonga, City of Ripon, City of Riverside, City of Sacramento, City of San Bernardino, City of San Matco, City of Santa Rosa, City of Vernon, Los Angeles County, Marin County, Orange County, Riverside County, Sacramento County, San Bernardino County, Santa Cruz County ma County, Stanislaus County, Yuba County, Santa Ana Unified School District, Son County Water Agency and Woodbridge Fire District (collectively, the "California Intervenors"). the State of Nevada and all political subdivisions of the State of Nevada, including but not limited to those government entities identified in Exhibit 1 to the Amended Complaint ("Nevada Intervenors," and together with the California Intervenors, the "Intervenors", the Board of Trustees of the California State University ("CSU"), and OnTheGo Wireless, LLC ("Relator"). on its own behalf and on behalf of the "California Non-Intervenors," defined to mean the State of California, the government entities listed in Exhibit A as Non-Intervening Real Party in Interest California Political Subdivision Government Plaintiffs, and those California Political Subdivisions that initially intervened and subsequently withdrew (the Relator, CSU, and the Intervenors, collectively, "Plaintiffs"), and, on the other hand, Celleo Partnership d/b/a Verizon Wireless ("Veriaon"), through their authorized representatives:

RECITALS

- Verizon is a Delaware general partnership, with its principal place of business in New Jersey Verizon provides wireless services and equipment.
- On or about September 30, 2005, the State of California entered into the California Wireless Contract with Verizon (the "CWC Contract") for the purchase of wireless.

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as selected from the set of rate plans that were made available to the customer under the contract).

- 3. On July 5, 2012, Relator filed under seal a qut tom action in the Superior Court for Sacramento County, captioned State of California ex rel. OnTheGo Wireless, LLC v. Cellco Partnership d b a Vertzon Wireless, et al., Case No 34-2012-00127517 (the "California Action"), pursuant to the California False Claims Act ("CFCA"), on behalf of real parties in interest the State of California and political subdivisions identified therein (the "California Government Entities") naming as defendants Cellco Partnership d/b/a Vertzon Wireless, a Delaware general partnership; Nextel of California, Inc. d/b/a Sprint Nextel and Nextel Communications, a Delaware corporation, Sprint Solutions, Inc., a Delaware corporation, New Cingular Wireless National Accounts, LLC, d/b/a Cingular Wireless n/k/a AT&T Mobility National Accounts, LLC, a Delaware limited liability company, T-Mobile USA, Inc., and, Does 1-50 (collectively, "Defendants").
- 4. Pursuant to the CFCA, following receipt of the original complaint, the California Attorney General was required to provide a copy of Relator's original complaint to the political subdivisions identified therein. The California Attorney General declined to intervene on October 23, 2015. All California Government Entities have had no opportunity to intervene.
- The California Action was unscaled in December 2015. The First Amended
 Complaint and Complaint in Intervention was filed on March 28, 2016. The Second Amended
 Complaint and Complaint in Intervention was filed on May 6, 2016. The Third Amended
 Complaint ("California TAC") was filed on June 28, 2019.
- The California TAC alleges in relevant part that Verizon failed to comply with the CWC and WSCA Contracts, the California Participating Addendum, and participating addenda

equipment and services. In addition, the Western States Contracting Alliance ("WSCA"), acting by and through the State of Nevada, awarded Verizon Contract #1523 and Contract #1907 (collectively, the "WSCA Contracts") for the purchase of wireless equipment and services. The State of California and Verizon executed a Participating Addendum to the WSCA Contracts. Master Price Contract #7-10-70-15 (the "California Participating Addendum"). The State of Nevada and Verizon executed a Participating Addendum to the WSCA Contracts (the "Nevada Participating Addendum" and collectively with the California Participating Addendum and the Nevada Participating Addendum, the "Participating Addenda"). The CWC, WSCA Contracts. and Participating Addenda are collectively referred to herein as the "Contracts." In addition, between 2005 and 2019, some of the subdivisions of the State of California named in Relator's complaints and some of the Nevada Intervenors also executed other agreements with Verizon including but not limited to participating addenda to the WSCA Contracts; sub-participating addenda to the Participating Addenda, authorized user agreements; and other senarately negotiated contracts. The term "Other Agreements" means: any contract executed between 2005 and 2019 by Verizon and a California Government Entity named in the TAC or any prior Complaint or a Nevada Intervenor named in the Nevada AC, the Nevada Complaint in Intervention, or any other prior Complaint, which pertains to the purchasing of wireless services. and which either (1) incorporates terms of the WSCA Contracts and/or the Participating Addenda by reference, or (2) contains other provisions that are alleged to require Verizon to provide government customers purchasing wireless services from Verizon pursuant to those agreements with (i) rate plan optimization or optimization reports (e.g., rate plan analyses or price plan analyses) or (ii) wireless services at the lowest cost available (or similar obligations to charge each subscriber based on the lowest-cost rate plan for that subscriber's particular usage,

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and/or authorized user agreements with subdivisions of California, with respect to provisions that Relator and the California Intervenors allege required Verizon to provide its California government customers purchasing wireless services from Verizon pursuant to those agreements with "rate plan optimization reports" and wireless services at the lowest cost available, thereby allegedly overcharging those California government customers.

- The California TAC pleads claims a) on behalf of Intervenors for violations of the CFCA, for unfair business practices under California Business & Professions Code §§ 17200 et seq., for breach of switten contract, and for unjust enrichment; b) on behalf of CSU for unfair business practices under California Business & Professions Code §§ 17200 et seq., for breach of written contract, and for unjust enrichment; c) by Relator, pursuant to the provisions of Cal. Government Code § 12652(e)(1), for violations of the CFCA on behalf of itself and the California Non-Intervenors. Plaintiffs seek damages, treble damages, civil monetary penalties, restitution, injunctive relief, attorneys' fees and costs, and a relator's share pursuant to Cal. Gov't Code § 12652(g).
- 8. On November 12, 2012, Relator filed under seal a qui tam action, State of Nevada ex rel. On The Go Wireless LLC v. Cellco P ship et al., Case No. CV 12-030/3, in the Second Judicial District Court in Washoe County, Nevada (the "Nevada Action"), pursuant to the qui tam provisions of the Nevada False Claims Act ("NFCA"), Nev. Rev. Stat. § 357; Hawai'i Folse Claims Act, Haw. Rev. Stat. § 3661-21 et seq. & 46-171 et seq.; Jowa False Claims Law, Jowa Code § 685 1 et seq.; Montana False Claims Act, Mont. Code Ann. § 17-8-401 et seq.; and New Mexico Fraud Against Taxpayers Act, N.M. Stat. Ann. § 49-9-1 et seq. (collectively, the "Nevada Action False Claims Lawa"), on behalf of the State of Nevada and certain of its political subdivisions, the State of Hawai'i and the counties of Oahu, Maui, Hawaii, and Kauai,

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the State of lowa, the State of Montana and certain of its political subdivisions, and the State of New Mexico, naming as defendants Celleo Partnership d/b/a Verizon Wireless, a Delaware general partnership; Sprint Solutions, Inc., a Delaware corporation; New Cingular Wireless National Accounts, LLC, d/b/a Cingular Wireless n/k/a AT&T Mobility National Accounts, LLC, a Delaware limited liability company; and T-Mobile. The State of Nevada, on behalf of itself and all of its political subdivisions, subsequently intervened in that action under the Nevada False Claims Act ("NFCA") (the State of Nevada and all of its political subdivisions are included as "Intervenors" as that term is used herein, and are referred to herein as the "Nevada Intervenors". The Nevada Intervenors and Relator are the plaintiffs in the Nevada Action ("the Nevada Plaintiffs") and both are included as "Plaintiffs" as that term is used herein.

- The Nevada Action was unscaled on April 14, 2016. The Amended Complaint ("Nevada AC") was filed on April 11, 2016. Nevada's Complaint in Intervention ("Nevada Complaint in Intervention") was filed on February 27, 2019.
- The Nevada AC and the Nevada Complaint in Intervention make similar allegations against Verizon as are alleged in the California TAC, with respect to the WSCA Contracts, and certain participating addenda and/or authorized user agreements with the states and political subdivisions included in the Nevada AC. By order dated October 10, 2019, the court in the Nevada Action granted Defendants' motion to dismiss, and dismissed the Nevada Plaintiffs' claims. By order dated November 6, 2019, the court in the Nevada Action amended the October 10, 2019 order and dismissed the Nevada Plaintiffs' claims with prejudice. On November 7, 2019, the Nevada Plaintiffs' filed a notice of appeal of that order (the "Nevada Appeal"). On February 11, 2020, the Nevada Plaintiffs and Verizon filed a Joint Motion to Dismiss the appeal with prejudice (the "Nevada Dismissal Motion"). The Nevada Dismissal

DEFINITIONS

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- "Settling Government Entities" means Intervenors, CSU, and the Consenting California Non-Intervenors.
 - 17. "Settling Plaintiffs" means the Settling Government Entities and Relator.
 - 18 Parties means Settling Plaintiffs and Verizon.
 - 19 California Court means the Superior Court of Sacramento County
- "Nevada Court" means the Second Judicial District Court for the County of
- "Execution Date" means the day that this document has been executed by Relator,
 Verizon, the State of Nevada (on behalf of itself and all of its subdivisions), and counsel for the
 California Intervenors.
- 22. The "Settlement Amount" to be paid by Verizon to the Settling Plaintiffs on the terms and conditions set forth herein is seventy-six million dollars (\$76,000,000.00). The division and allocation of the Settlement Amount between and among the Plaintiffs is a matter that has been (and will be) handled separately by and among Plaintiffs without Verizon's involvement. Verizon shall not be deemed to have endorsed or been responsible for any allocation proposed therein or the use of the proceeds by any ultimate recipient. As part of the Settlement Agreement, Verizon will not contest the allocations of the Settlement Amount or any part of them.
- 23. The "Proposed Allocation," attached hereto as Exhibit A, sets forth the shares of the Settlement Amount that Plaintiffs propose to allocate to the California Intervenors, California Non-Intervenors, the Nevada Intervenors, Relator, and Plaintiffs' counsel, in connection with the California Action and the Nevada Action. The Proposed Allocation will be submitted to the California Court in support of this Settlement Agreement. The Proposed Allocation is a matter

Motion did not provide for any remand to the trial court for approval of this Settlement or for any further action, by that Court, regarding claims against Verizon. The Nevada Digmissal Motion was granted by the Nevada Supreme Court on February 14, 2020. The Parties agree that this order by the Nevada Supreme Court has terminated the Nevada Action against Verizon.

- 11 Verizon expressly disputes and denies all of Plaintiffs* allegations, including those in the California Action and the Nevada Action. Verizon maintains that it complied in full with the Contracts and Other Agreements and that it committed no wrongdoing, let alone a "False Claims Act" violation. This Settlement Agreement does not constitute and may not be deemed an admission of liability or wrongdoing by Verizon. Verizon enters this Settlement Agreement sulely as a compromise, for finality to avoid further liftgation expenses.
- 12. This Settlement Agreement is not a concession by Settling Plaintiffs that their stains are not well founded. Settling Plaintiffs dispute Veriron's contentions that Veriron complied with the Contracts and committed no wrongdoing.
- This Settlement Agreement resulted from good faith, arm's-length settlement negotiations, including two full-day mediation sessions before the Honorable Gary Feess.
- 14. The Parties (as defined below), who have each received independent legal advice in this matter, understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any Party except to enforce the terms of the Settlement Agreement.
- 15. To avail the delay, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as set forth herein.

that has been (and will be) handled separately by and among Plaintiffs without Verizon's involvement. Verizon shall not be deemed to have endorsed or been responsible for any allocation proposed therein or the use of the proceeds by any ultimate recipient. As part of the Settlement Agreement, Verizon will not contest the Proposed Allocation or any part of it.

- 24. "Contracts" and "Other Agreements" have the meanings assigned in paragraph 2.
- 25 Covered Conduct. As to the Parties in the California Action, "Covered Conduct "includes all allegations in the California Action (in the California TAC or any prior Complaint) relating to Vertzon. As to the Parties in the Nevada Action, "Covered Conduct" includes all allowations in the Nevada Action (in the Nevada AC, the Nevada Complaint in Intervention, or any other Complaint) relating to Verizon. As to all Parties, "Covered Conduct" includes the allegations that Verizon failed to comply with the CWC and WSCA Contracts, and narticipating addends thereto, with respect to provisions that Plaintiffs allege required Verizon to (a) provide government customers purchasing wireless services from Verizon pursuant to those agreements with (i) rate plan optimization or optimization reports (e.g., rate plan analyses or price plan analyses) or (ii) wireless services at the lowest cost available (or similar obligations to charge each subscriber based on the lowest-cost rate plan for that subscriber's particular usage as selected from the set of rate plans that were made available to the customer under the contract), thereby allegedly overcliarging those government customers; and (b) retain books and tords (including billing or usage data). In addition to the foregoing, as to the Relator, Relat Releasing Parties, and the Relator Non-Cooperation Parties (as defined below), "Covered Conduct" also includes any allegation or contention, asserted by any of the Relator, Relator Releasing Parties, or Relator Non-Cooperation Parties (as defined below) on behalf of

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themselves or on behalf of any governmental entity, that Verizon failed to comply in any way with the Contracts or the Other Agreements.

TERMS AND CONDITIONS

Settlement Amount, Releases, and Dismissal with Prejudice

- 26. The Parties agreed to settle both the California Action and the Nevada Action for one total payment, plus a separate payment for attorneys' fees. The "Settlement Amount" to be paid by Verizon on the terms and conditions set forth herein is seventy-tix million dollars (\$76,000,000,000.
- The allocation of the Settlement Amount among the Settling Plaintiffs and California Non-Intervenors in the California Action is a matter that has been (and will be) handled separately by and among Settling Plaintiffs without Verizon's involvement. Vertzon was not consulted about the allocations of the Settlement Amount nor has it had any input into the allocations. Verizon shall not be deemed to have endorsed or been responsible for any such allocation, the distribution of the Settlement Amount to the ultimate recipients, or the use of the proceeds by any ultimate recipient. As part of the Settlement Agreement, Verizon will not contest such allocations.
- 28. In exchange for and in consideration of Verizon's agreement to pay the

 Settlement Amount, the Settling Plaintiff's agree to dismiss their claims in the California Action, and to dismiss their appeal in the Nevada Action, against Verizon with prejudice as set forth herein. It is the Parties' intention and a condition of this Settlement Agreement that all claims of the Settling Plaintiff's against Verizon in the California Action and the Nevada Action be dismissed with prejudice. The Parties, through their counsel, shall execute a Judgment by Stipulation in the California Action dismissing the California Action with prejudice ("California Stipulated Judgment") in the form attached as Exhibit E, to be submitted to the California Court

for attorneys' and other professionals' fees and dishursement, interest, expenses and costs, penalties, controversies, trespasses, and any other form of relief or remedy in law or equity, or whatever kind or nature and however denominated, whether scaled or unscaled, in contract, tort or otherwise, known or unknown, vested or contingent, suspected or unsuspected, anticipated or unanticipated, and asserted or unasserted, foreseen or unforeseen, including all direct or indirect liability (including, without limitation, vicarious liability) that the Government Entity Releasing Parties ever have asserted, could have asserted, or may assert in the future against the Verizon Released Parties, arising out of or in any way connected with the Covered Conduct as to the Verizon Released Parties, including but not limited to claims under the CFCA, or on theories of breach of contract, unjust enrichment, or unfair business practices. For the avoidance of doubt, the phrase "in any way connected with the Covered Conduct" includes without limitation any allegation, whether expressly asserted in the California Action or Nevada Action or not, that Vertzon failed to comply with any provisions of the Contracts or Other Agreements that allegedly required Verizon to provide government customers purchasing wireless services from Verizon pursuant to those Contracts or Other Agreements with (i) rate plan optimization of optimization reports (e.g., rate plan analyses or price plan analyses), or (ii) wireless services at the lowest cost available (or similar obligations to charge each subscriber based on the lowestcost rate plan for that subscriber's particular usage, as selected from the set of rate plans that were made available to the customer under the contract), thereby allegedly overcharging those novernment customers

30. Release by Relator Releasing Parties. Relator, on behalf of itself, together with all of its current, former, and future affiliates, parents, members, subsidiaries and any entity owned or controlled by Relator, and their respective owners (including but not limited to Jeffrey

in accordance with Paragraph 46 below after the Court enters the Approval Order. The Parties, through their counsel, have already submitted the Nevada Dismissal Motion to dismiss the Nevada Appeal, which motion has already been granted by the Nevada Supreme Court.

29. Release by Settling Government Entities. In consideration of the obligations of Verizon set forth in this Settlement Agreement, and conditioned upon Verizon's payment of the Scalement Amount as set forth below, the Sealing Government Entities, on behalf of selves, any and all of their current and former governing authorities, boards, commissions. officials, elected officials, officers, directors, managers, representatives, employees, contractors, administrators, departments, divisions, agencies, instrumentalities, fiduciaries, principals, agents, predecessors, successors and assigns, as well as the heirs, personal representatives, executors, administrators, predecessors, successors, and assigns of each of the foregoing, in each case past and present (the "Government Entity Releasing Parties"), release and forever discharge Verizon, together with all of its current and former affiliates, parents, members and subsidiaries. and their respective owners, shareholders, parents, members, subsidiaries, affiliates, divisions, officers, directors, employees, agents, partners, managers, representatives, and principals, and the heirs, personal representatives, executors, administrators, trustees, beneficiaries, predecessors, successors, subrogees and assigns (direct or indirect) of any of them, in each case past and present (the "Verizon Released Parties"), of and from any and all manner of claims, rights, actions, suits, grounds for complaint, causes of action, arbitrations, liens, debts, sums of money, demands, controversies, grievances, allegations, accusations, judgments, and liabilities of any kind or nature whatsoever, as well as all forms of relief, including all remedies, costs, losses, liabilities, damages (whenever incurred and of any kind whatsoever, including compensatory, statutory, liquidated, exemplary, or punitive damages), accounts, reckonings, bonds, bills, claims

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Smith), shareholders, parents, members, subsidiaries, affiliates, divisions, officers, directors, employees, agents, managers, representatives, and principals, and the beirs, personal representatives, executors, administrators, trustees, beneficiaries, predecessors, successors, subrogees and assigns (direct or indirect) of any of them, and any entity owned or controlled by Jeffrey Smith, in each case past, present, or future ("Relator Releasing Parties"), release the Vertzon Released Parties of and from any and all manner of claims, rights, actions, suits grounds for complaint, causes of action, arbitrations, liens, debts, sums of money, demands, controversies, grievances, allegations, occusations, judgments, and liabilities of any kind or re whatsoever, as well as all forms of relief, including all remedies, costs, losses. liabilities, damages (whenever incurred and of any kind whatsoever, including compensatory, statutory, liquidated, exemplary or punitive damages), accounts, reckonings, bands, bills, claims for attorneys" and other professionals' fees and disbursement, interest, expenses and costs, penalties, controversies, trespasses, and any other form of relief or remedy in law or courty, or whatever kind or nature and however denominated, whether scaled or unscaled, in contract, tort, or otherwise, known or unknown, vested or contingent, suspected or unsuspected, anticipated or unanticipated, and asserted or unasserted, foreseen or unforeseen, including all direct or indirect liability (including, without limitation, vicarious liability) that the Relator Releasing Parties ever have asserted, could have asserted, or may assert in the future against the Verizon Released Parties, arising out of, related to, or in any way connected with the Covered Conduct or in any rected to any other provision of the Contracts, the Other Agreements (irrespective of whether such provision is connected with the Covered Conduct), or any other contract nursuant to which a California Government Entity named in the TAC or any prior Complaint or a Nevada

Notwithstanding the above, "Relator Releasing Parties" does not include Richard Knieden

Intervenor named in the Nevada AC, the Nevada Complaint in Intervention, or any other prior Complaint, purchased wireless services, as to the Verizon Released Parties, including but not limited to claims under the CFCA, NFCA or any similar statute, or on theories of breach of contract, unjust enrichment, or unfair business practices. For purposes of this paragraph, "Contracts" includes that certain contract between Verizon and the Utah Division of Purchasing, #MA 152-1, having effective date of August 12, 2019, or any contract that incorporates terms of that contract by reference.

- The releases set forth in Paragraph 19 above expressly does not include any release of the following:
 - a) Claims not arising out of or in any way connected with the Covered Conduct as to the Verizon Released Parties, including any civil or administrative liability arising under state or municipal tax laws; any criminal liability; any civil or administrative liability that the Verizon Released Parties have or may have under any state or municipal statute, regulation, or rule not covered by the Scitlement Agreement; any liability arising out of litigation pending as of the Execution Date, other than the California Action and the Nevada Action; any liability based on obligations created by this Scitlement Agreement, and any liability for failure to deliver goods or services due, provided that any such liability does not arise out of or is not in any way connected with the Covered Conduct.
 - Claims that the Settling Plaintiffs do not have the authority to release, including claims belonging to:
 - Non-Consenting Non-Intervenors, as that term is defined in Paragraph 43, except the specific claims Relator asserted on behalf

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Itability (including, without limitation, vicarious liability) that the Verizon Releasing Parties ever have asserted, and have asserted, or may assert in the future against the Government Entity Releasing Parties and the Relator Releasing Parties, arising out of or in any way connected with the Covered Conduct or the California Action, the Nevada Action, and their investigation and prosecution thereof. The releases in this paragraph expressly do not encompass claims for amounts due on or for goods or services sold or provided.

33. The releases contained in paragraphs 29 and 32 above are general releases of claims arising out of or in my way connected with the Covered Conduct as to Verizon and the Parties intend and agree that each shall be interpreted, construed, and enforced as such. Without limiting the foregoing, the Parties, having been fully advised by counsel of the contents of Section 1542 of the Civil Code of the State of California, expressly waive and relinquish all rights and benefits afforded by Section 1542, and do so understanding and acknowledging the significance of such specific waiver of Section 1542, Section 1542 of the Civil Code of the State of California, states as follows:

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

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release of claims, each Party expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims arising out of or in any way connected with the Covered Conduct as to Verizon that such Party does not know of or suspect to exist in such Party's favor at the time of signing this Settlement Agreement.

Coverant Not to Suc. Coverant of Non-Cooperation, and Other Actions

- of the Non-Consenting Non-Intervenors under California Government Code section 12651(a) in the California Action pertaining to the Covered Conduct.
- ii) Claims by untities who are not parties to this Agreement, except the specific claims Relator asserted on behalf of the Non-Consenting Non-Intervenors under California Government Code section 12651(a) in the California Action pertaining to the Covered Conduct.
- 32. Release by Veriann. In consideration of the obligations of the Settling Plaintiffs set forth in this Settlement Agreement, and conditioned upon Settling Plaintiffs fulfilling their obligations in this Settlement Agreement, Veriann on behalf of itself and the Veriann Released Parties (the "Veriann Releasing Parties") fully and finally releases the Government Entity Releasing Parties and the Relator Releasing Parties of and from any and all manner of claims, rights, actions, suits, grounds for complaint, causes of action, arbitrations, liens, debts, sums of money, demands, controversies, grievances, allegations, accusations, judgments, and liabilities of any kind or nature whatsoever, as well as all forms of relief, including all remedies, costs, lostest, liabilities, damages (whenever incurred and of any kind whatsoever, including compensatory, statutory, liquidated, exemplary, or punitive damages), accounts, reckonings, bonds, bills, claims for attorneys and other professionals foes and disbursement, interest, expenses and costs, penalties, controversies, tresposses, and any other form of relief or remedy in law or equity, or whatever kind or nature and however denominated, whether scaled or unsuspected, anticipated or unanticipated, and asserted or unasserted, foreseen or unforeseen, including all direct or indirect

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34 Coverant Not to Sue. The Parties hereby coverant and sarce that no Party will (i) pursue, assert, file, commence, pursue, intervene in, institute, maintain or prosecute any claim arising out of or in any way connected with the Covered Conduct as to Verizon or the Verizon Released Parties, including (but not limited to) by way of claim, third-party claim, crossclaim, or counterclaim, or by right of representation or subrogation, against any other Party, (ii) participate in the pursuit, assertion, filing, commencement, institution, intervention in, maintaining of prosecution of any claim arising out of or in any way connected with the Covered Conduct as to Verizon or the Verizon Released Parties against any other Party; and (iii) if involuntarily included in any claim aritims out of or in any way connected with the Covered Conduct at to Verizon or the Verizon Released Parties (e.g., in a class action) will withdraw therefrom. For the avoidance of doubt, the phrase "in any way connected with the Covered Conduct" includes without limitation any allegation, whether expressly asserted in the California Action or Nevada Action or not, that Verizon failed to comply with any provisions of Contracts or Other Agreements that allegedly required Verizon to provide government customers purchasing wireless services from Verizon pursuant to those Other Agreements or Contracts with (i) rate plan optimization or optimization reports (e.g., rate plan analyses or price plan analyses), or (ii) wireless services at the lowest cost at allable (or timular obligations to charge each subscriber based on the lowest-cost rate plan for that subscriber's particular usage, as selected from the set of rate plans that were made available in the customer under the contract), thereby allegedly overcharging those government customers. Some of the Contracts and Other Agreements continue in force at the time of this settlement. The covenant in this paragraph also applies to any claim that Verizon failed to comply with any provisions of Contracts or Other Agreements that allegedly required Verizon to provide government customers purchasing wireless services

from Vertron pursuant to those Other Agreements or Contracts with (i) rate plan optimization or optimization reports (e.g., rate plan analyses), or (ii) wireless services at the lowest cost available (or similar abligations to charge each subscriber based on the lowest-cost rate plan for that subscriber's particular usage, as selected from the set of rate plans that were made available to the customer under the contract), thereby allegedly overcharging those government enstomers that may accrue in the future under the Contracts or Other Agreements. For the avoidance of doubt, this covenant is not limited to California, Nevada, or the states encompassed by the California Action and/or the Nevada Action, but extends to all jurisdictions anywhere in the United States or the world. As to Verizon, the covenant in this paragraph expressly does not encompass claims for amounts due on or for goods or services sold or provided.

35. Relator's Covenant Not to Sue. Relator, on behalf of itself and the Relator Releasing Parties, makes the same covenant and agreement described in the immediately preceding paragraph. Moreover, Relator and the Relator Releasing Parties extend this covenant and agreement to claims arising out of, related to, or in any way connected to the Covered Conduct, the Contracts, or the Other Agreements. For purposes of this paragraph, "Contracts" includes that certain contract between Verizon and the Utah Division of Purchasing, #MA 152-1, having effective date of August 12, 2019, or any contract that incorporates terms of that contract by reference.

36. Relator's Non-Cooperation Covenant.

a) Covenant. Relator hereby covenants and agrees that Relator, the Relator Releasing Parties, Jeffrey Smith, any entity owned or controlled by Relator or Jeffrey Smith, and their attorneys (Constantine Cannon, Susman Godfrey, Joe Genthles Law and

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assertion, filing, commencement, institution, intervention in, maintaining or prosecution of any manner of claims, actions, investigation, suits, grounds for complaint, causes of action, arbitrations, demands, controversies, grievances, allegations, or accusations, in law or equity, or whatever kind or nature and however denominated, whether scaled or led, in contract, tort, or otherwise, known or unknown, vested or contingent, suspected or unsuspected, anticipated or ananticipated, and asserted or unasserted. foreseen or unforeseen, arising out of, related to, or in any way connected with the Covered Conduct, the Contracts, or the Other Agreements (as those terms are defined in Paragraphs 24 and 25 as to Relator), as to Verizon or the Verizon Released Parties: provided however that this paragraph does not prevent Relator from complying with any order of a court compelling Relator or a Relator Releasing Party to participate in any such action. Notwithstanding the foregoing, nothing in this paragraph or Settlement Agreement shall (a) restrict Relator's counsel's (Constantine Cannon, Susman Godfrey, Joe Genthlea Law and Mediation, and the Law Offices of Matthew L. Sharn) right to practice law in contravention of the laws, ethics rules, or regulations of any jurisdiction or (b) covenant or agree to such a restriction. For purposes of this paragraph, "Contracts" includes that certain contract between Verizon and the Utah Division of Purchasing, #MA 152-1, having effective date of August 12, 2019, or any contract that incorporates terms of that contract by reference. For the avoidance of doubt, these covenants are not limited to California, Nevada, or the states encompassed by the California Action and/or the Nevada Action, but extends to all jurisdictions anywhere in the United States or the world

Mediation, and the Law Offices of Matthew L. Sharp) (collectively, the "Relator Non-Cooperation Parties" or individually, a "Relator Non-Cooperation Party") will, on or before the Finalization Date, destroy all work product (including expert materials) developed for or used in connection with the California Action, the Nevada Action, or any Other Action or contemplated Other Action by Relator's attorneys or experts, and will cause any experts (disclosed or undisclosed) or consultants (disclosed or idisclosed) engaged in connection with any such action to destroy may such work product and confirm that it has done so as set forth in subsection (c) of this paragraph. below. Notwithstanding the immediately preceding sentence, Relator's undersigned counsel of record in the California Action and the Nevada Action may retain one copy of such work product (as defined above, including expert materials), for compliance surposes only; provided however that the Relator Non-Cooperation Parties (i) as of the Execution Date, shall not use or disclose such work product to any person or entity (including any Relator Releasing Party), unless required to do so by order of a court of competent jurisdiction; and (ii) as of the Execution Date, if any Relator Non-Cooperation Party receives a subpoena seeking the production of such work product, it shall object to such subpoena and shall assert the attorney-client privilege and the work product ectrine, and all other appropriate objections and privileges, and it shall also litigate those objections in court to the extent the objections are challenged by the party issuing the subpoena and litigation ensues. Relator further hereby covenants and agrees that the Relator Non-Cooperation Parties, beginning as of the Execution Date, take no action, except as required by law, to assist, cooperate, contribute to, promote, support, collaborate, or otherwise be involved in or further in any way the pursuit, investigation,

- b) Motiums to Dismiss. The Relator Non-Cooperation Parties shall move to dismiss with prejudice as to the Relator Non-Cooperation Parties any pending complaints, claims, actions, investigation, suits, causes of action, arbitrations, demands, allegations, or accusations, in law or equity, or whatever kind or nature and however denominated, filed or unfiled, scaled or unscaled, in which any Relator Non-Cooperation Party is a party or otherwise involved in any way, arising out of, related to, or in any way connected with the Covered Conduct, Other Agreements, or the Contracts, as to Verizon or the Verizon Released Parties, in any jurisdiction in any forum or court ("Other Actions"), or, if the Relator Non-Cooperation Parties are not permitted by law to dismiss an Other Action, confirms that the Relator Non-Cooperation Parties has taken all necessary steps to withdraw from the Other Action. For purposes of this paragraph. "Contracts" includes that certain contract between Verizon and the Utah Division of Purchasing, #MA 152-1, having effective date of August 12, 2019, or any contract that incorporates terms of that contract by reference.
- c) Certified Statement. Within the date set forth below, Relator shall produce to Verizon a certified statement that (i) identifies all Other Actions or, if Relator is prohibited by law from disclosing the existence of an Other Action, certifies as much, and (ii) confirms that the Relator Non-Cooperation Parties have complied with subparagraphs (a) and (b) above. The parties acknowledge that the current COVID-19 lockdown may have caused some of the relevant court systems to restrict a Relator Non-Cooperation Party's ability to move to dismiss or move to withdraw from certain Other Actions. Therefore, the date by which Relator most produce this certified statement shall be: (1) for all Other Actions for which the relevant courts are accepting filings as of the

Finalization Date, Relator shall produce a certified statement to Verizon within 14 days of the Finalization Date; and (2) for all Other Actions for which the relevant courts are not accepting filings as of the Finalization Date, Relator shall produce a certified statement to Verizon within the later of the fullowing: (i) 7 days of the relevant courts beginning to again accept filings, or (ii) 14 days of the Finalization Date.

- 37. The Relator Non-Cooperation Parties hereby represent that they have not assigned, sold, subrogated, pledged, loaned, hypothecasted, conveyed, or otherwise transferred, valuntarily or involuntarily, and covenant and agree that they will not assign, subrogate, pledge, loan, hypothecaste, convey, or otherwise transfer, voluntarily or involuntarily, any rights they may have in or to any claims, actions, investigation, suits, grounds for complaint, causes of action, arbitrations, demands, controversies, grievances, allegations, or accusations, in law or equity, or whatever kind or nature and however denominated, filed or unfiled, scaled or unscaled, in which any Relator Releasing Party is a party or otherwise involved in any way, arising out of, related to, or in any way connected with the Covered Conduct (as that term is defined in Paragraph 25 as to Relator), or the Contracts or the Other Agreements, as to Verizon or the Verizon Released Parties, in any jurisdiction in any forum or court.
- 38. Nothing in this Scillement Agreement prohibits Relator from providing
 Telecommunications Expense Management ("TEM") services to clients, including to clients
 purchasing from Verizon under WSCA Contracts, such services to include rate plan optimization
 and related services including, identifying optimal rate plan selections, communicating
 recommended plan changes to Verizon, auditing whether requested changes have been made and
 communicating with Verizon on behalf of clients to identify and obtain optimum rate plan
 selections. Relator and the Relator Releasing Parties may and shall not, in connection with these

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Complaint or a Nevada Intervenor named in the Nevada AC, the Nevada Complaint in Intervention, or any other prior Complaint, purchased wireless services.

Settlement Approval, Notice to California Non-Intervenors, and Joinder Procedures in the California Action

- Relator shall obtain approval of this Settlement Agreement from all governing bodies of all of the California Intervenors and CSU.
- 48. Relator shall file a proposed Order on Process for Approval of Verizon and AT&T Settlements with the California Court, which is attached hereto as Exhibit B, which will set the process for obtaining approval of the Verizon and AT&T settlements by the California Court, the dates for objections and consents to be submitted by the California Non-Intervenors, and approves the notices to be sent to California Non-Intervenors, as may be augmented by the California Court (the "Approval Process Order").
- 41. At such time as is ordered by the California Court in the Approval Process Order, Relator shall file a motion with the California Court (the "Approval Motion") that (a) provides the Proposed Allocation; (b) states that the terms of the Settlement Agreement, including the Proposed Allocation, are appropriate under the allegations of the California Action, taking into account the best interests of the parties involved and the public purposes behind the CFCA, are fair, adequate and reasonable, and were reached in good faith; and (c) requests that the California Court enter an order (the "Approval Order"), substantially in the form attached as Exhibit D.
- 42. At such time as is ordered by the California Court in the Approval Process Order, Relator shall notify California Non-Intervenors of this Settlement Agreement, by sending a notice to each California Non-Intervenor, substantially in the forms included in Exhibits 1 and 2 to the Approval Process Order (as may be sugmented by the California Court). These notices shall not be sent until at least one week following the date that the Relator files the Approval

TEM services or otherwise: (a) advise or suggest to any of their elignits or customers that the Contracts or Other Agreements require Verizon to provide its government customers purchasing wireless services from Verizon with optimization reports or similar reports (e.g., price plan analyses, rate plan analyses), or wireless services at the lowest cost available; (b) advise or suggest to any of their clients or customers that they are being or were overcharged by Verizon, under the Contracts or Other Agreements, because of any alleged failure by Verrzon to provide optimization reports or similar reports (e.g., price plan analyses, rate plan analyses), or wireless services at the lowest cost available; or (c) advise or suggest to any of their clients or customers that they are entitled to credits or adjustments to payments made pursuant to the Contracts or Other Agreements, because of any alleged failure by Vertzon to provide optimization reports or similar reports (e.g., price plan analyses, rate plan analyses), or wireless services at the lowest cost available; or (d) advise or suggest to any of their elients or customers that they have any claims or causes of action against Verizon related to any provisions of the Contracts or Other Agreements that refer to optimization reports or similar reports (e.g., price plan analyses, rate plan analyses), or wireless services at the lowest cost available, or (c) otherwise advise or suggest to any of their clients or customers that Verizon failed to comply with any provisions of the Contracts or Other Agreements that refer to optimization reports or similar reports (e.g., price plan analyses, rate plan analyses), or wireless services at the lowest cost available. For purposes of this paragraph: (1) "Contracts" includes that certain contract between Verizon and the Utah Division of Purchasing, #MA 152-1, having effective date of August 12, 2019, or any contract corporates terms of that contract by reference; and (2) "Other Agreements" includes or any contract pursuant to which a California Government Entity named in the TAC or any prior

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Motion as set forth in paragraph 41 above. These notices are substantially the same as the stices which have already been approved by the California Court for use in settlements with other Defendants in the California Action (the "California Non-Intervenor Natice"). The California Non-Intervenor Notice shall explain that California Non-Intervenors to which funds are allocated in the Proposed Allocation, Exhibit A hereto, have the opportunity to consent to the terms of the Settlement Agreement by executing and returning a Consent and Release by Non-Intervenue Customers substantially in the form attached as Exhibit C hereto, by the date set by the California Court in the Approval Process Order. California Non-Intervenors who thereby choose to participate in the Settlement Agreement shall be referred to as "Consenting California Non-Intervenors.* Relator and Verizon understand that the Office of the Attorney General of the State of California has requested that relevant departments, agencies, and other units of the State he given the opportunity to consent on an individual basis. Relator shall notify all units of the State of California eligible to receive a portion of the settlement payment to the extent the identities of such units are reasonably available, and provide each unit with the opportunity to consent on an individual basis by sending each unit the California Non-Intervenor Notice. If a unit of the State of California consents to this Agreement, then that unit shall be treated as a "Consenting Non-Intervenor," otherwise, it will be treated as a "Non-Consenting Non-

43. All other California Non-Intervenors are referred to as "Non-Consenting California Non-Intervenors." Any Non-Consenting California Non-Intervenor shall be entitled to receive only 90% of the share, if any, that was allocated to it in the Proposed California Allocation (the "Non-Consenting California Non-Intervenor Portion"). Any California Non-Intervenor that wishes to receive the full share allocated to it in the Proposed California

Allocation must affirmatively consent to this Settlement Agreement as provided in Paragraphs
42. The remaining portion of the share, if any, that was allocated to the Non-Consenting
California Non-Intervenors in the Proposed California Allocation shall be referred to as the
"Non-Consenting California Non-Intervenor Remainder." Settling Plaintiffs shall distribute the
Non-Consenting California Non-Intervenor Remainder to the California Intervenors, CSU, and
the Consenting California Non-Intervenors to whom the Proposed California Allocation allocates
a share (collectively, the "Settling California Government Entities"), in proportion to each
Settling California Government Entity's Proposed Allocation of the total Proposed California
Allocation for all Settling California Government Entities.

44. Any Non-Consenting California Non-Intervenors are not "Parties" as defined by and tisted in the Settlement Agreement. Any Non-Consenting California Non-Intervenors, any and all of their governing authorities, boards, commissions, officials, officers, directors, managers, representatives, employees, contractors, administrators, departments, divisions, ngencies, instrumentalities, fiduciaries, accountants, auditors, consultants, insurers and reinsurers, principals, law furms, attorneys, brokers, vendors, partners, privies, agents, affiliates, predecessors, successors and assigns, as well as the heirs, personal representatives, executors, administrators, predecessors, successors, and assigns of each of the foregoing, in each case past and present are nonetheless bound by Relator's release of the Verizon Released Parties from the specific claims Relator asserted under Government Code section 12651(a) in the California Action, subject to approval by the California Court, pursuant to California Government Code Section 12652(c)(1). The Non-Consenting California Non-Intervenors are not otherwise bound by any of the terms of the Settlement Agreement, including specifically the other releases contained herein.

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Payment

- 49. Verizon shall pay the Settlement Amount to counsel for Relator no later than thirty (30) days after the later of: (1) the Finalization Date, or (2) the date that the Relator Non-Cooperation Parties comply with all requirements of paragraph 16(b) and (c), above. The "Finalization Date" shall be the date when the last of the following events occurs: a) the Execution Date; b) the date that each of the California Intervenors approves and executes the Settlement Agreement; c) the date of entry of the Stiputated Judgment by the California Court, if there has been no opposition or objection made to the California Court, or if any person or entity has objected to the entry of the Approval Order or Stipulated Judgment by the California Court, then (d) either (i) the date of the passage of the deadline under California Rule of Court 8.104(a) to file a notice of appeal or (ii) if any notice of appeal has been filed, the date of the final disposition of any such appeal, which disposition approves entry of the Approval Order and Stipulated Judgment.
- 50. Verizon shall make payment of the Settlement Amount by electronic funds transfer to Constantine Cannon LLP for deposit in account number 76-0223952-2 (bank routing number 226070403) of Constantine Cannon LLP. Constantine Cannon LLP shall provide Verizon with a properly completed and duly executed Form W-9 for that client trust account on or before the date the Approval Motion is filed.
- 31. As already stated, the allocation of the Settlement Amount is a matter that has been (and will be) handled separately by and among Plaintiffs without Verizon's involvement. Verizon was not consulted about the allocation of the Settlement Amount nor has it had any input into the allocation. For this reason, Verizon shall not be deemed to have endorsed or been responsible for any such allocation or the use of the proceeds by any ultimate recipient. As part of the Settlement Agreement, however, Verizon will not contest such allocation.

- 45. At such time as is ordered by the California Court in the Approval Process Order, Relator shall supplement the Approval Motion by (a) identifying all Consenting California Non-Intervenors; (b) updating the Proposed Allocation to reflect the final shares allocated to each Settling Plaintiff and Non-Consenting California Non-Intervenor (the "Final Allocation"); and (c) stating that the terms of the Settlement Agreement, including the Final Allocation, are appropriate under the allegations of the California Action, taking into account the best interests of the parties involved and the public purposes behind the CFCA, are fair, adequate and reasonable, and were reached in good faith.
- 46. Verizon and Relator shall cooperate together to request from the California Court a date for the Approval Hearing, to be held as early as is reasonably convenient. At the Approval Hearing and thereafter, Verizon and Relator shall take any reasonable steps needed in order to enable the Court to enter the Approval Order and Stipulated Judgment. After the California Court enters an Approval Order consistent with the material terms of this settlement and Exhibit D, Plaintiffs shall execute and file the Stipulated Judgment in the form provided hereto as Exhibit E, and ask the California Court to enter it.

Dismissal of the Anneal of the Nevada Action

- 47. The Nevada Supreme Court has granted the joint motion of the Nevada Plaintiffs and Verizon to dismiss the appeal of the trial court's order dismissing all claims against Verizon. The Nevada Plaintiffs and Verizon agree that this dismissal of the appeal has ended the Nevada Action against Verizon.
- 48. The Nevada Plaintiff's represent that Relator and the Nevada Attorney General have entered into a separate side letter agreeing to the portion of the Settlement Amount that will be allocated to the Nevada Intervenors and agreeing to the Relator's share of that allocated amount.

- 52. On the same day that Verizon pays the Settlement Amount, Verizon shall also pay to Relator's counsel \$23,450,000.00 ("Relator's Astorneys" Fees Amount") in settlement of Relator's claims for reasonable attorneys' fees costs, and expenses nursuant to Cal. Gov. I Code § 12652(g)(\$), Nev. Rev. Stat. § 357.180(1), and any other statute providing for recovery of attorneys' fees, costs, and expenses. The payment shall be made by electronic funds transfer to Constantine Cannon LLP for deposit in account number 76-0223952-2 (bank routing number 226070403) of Constantine Cannon LLP Constantine Cannon LLP shall provide Verizon with a properly completed and duly executed Form W-9 for that client trust account on or before the date the Approval Motion is filed. The allocation of the Relator's Attorneys' Fees Amount among Plaintiffs' counsel, and the allocation of the Attorneys' Frest Amount between work on the California Action and work on the Nevada Action, are matters that have been (and will be) handled separately by and among Plaintiffs' counsel without Verizon's involvement. Verizon was not consulted about the allocation of Relator's Attorneys' Feet Amount among Plaintiffs' countel nor has it had any input into the allocation. For this reason. Very on shall not be responsible for and shall not be deemed to have endorsed any such allocation or the use of the proceeds by any ultimate recipient. Payment of the Relator's Attorney's Fees Amount constitutes payment in full by Verizon for any and all of Relator's attorneys fees and costs by Verizon in the California Action and the Nevada Action. Version shall not be liable for, and all Plaintiffs waive and release, any other claims for attorneys, fees or costs incurred or to be incurred relating to the claims of any Plaintiffs in any way connected with the Covered Conduct
- Under no circumstances shall Verizon be obligated as a result of this Settlement
 Agreement, the California Action, the Nevada Action, or any claim released herein to pay to

Plaintiffs, or any of their counsel, by way of damages, penalties, fees, or otherwise, more than the Setilement Amount and the Relator's Attorneys' Fees Amount set forth.

Additional Terms of Settlement

- 34. Should the Intervenors' governing bodies decline to approve all material aspects of the Settlement Agreement, then Verizon and Plaintiffs shall meet and confer in good faith in an effort to negotiate a revised Settlement Agreement that is mutually acceptable to Verizon and Plaintiffs. If, after good faith meet and confer, the Parties are unable to negotiate a revised Settlement Agreement that is mutually acceptable to Verizon and Plaintiffs, Verizon, at its sole discretion, shall have the option of declaring the Settlement Agreement null and void by providing Plaintiffs written notice within five business days of any such decision, in which tase Verizon shall have no obligation to pay the Settlement Amount or the Relator Attorneys Fees Amount, and the Parties shall return to their positions as of the date prior to this Settlement Agreement, the Parties shall proceed as if no settlement had been attempted, except as to any stay ordered in the case, and the Parties further agree to mutually consent to the adjournment of the May 20, 2020 trial date and make in good faith any necessary application to set a new trial date.
- 55. If the California Court makes rulings materially altering the terms of the Settlement Agreement, or if for any reason the California Court determines not to enter a final judgment consistent with the material terms of this Settlement Agreement, then Verizon and Plaintiffs shall meet and confer in good faith in an effort to negotiate a revised Settlement Agreement that is mutually acceptable to Verizon and Plaintiffs and consistent with the Court's rulings or guidance. If, after good faith meet and confer, the Parties are unable to negotiate a revised Settlement Agreement that is mutually acceptable to Verizon and Plaintiffs and consistent with the Court's rulings or guidance. Verizon or Plaintiffs may declare the Settlement

California Action (the "Protective Order") which were produced by Plaintiffs to Verizon and/or which were produced by Verizon to Plaintiffs, the finalization and approval of this Settlement constitutes a final termination of the action between the Parties, and each Party will destroy or return to the producing party any Non-Retainable Materials (as defined in the Protective Order) in accordance with paragraph 9 of the Protective Order. The Parties further agree that they continue to be bound by the restrictions in the Protective Order, as provided in paragraph 9a of the Protective Order. Notwithstanding the foregoing, nothing in this paragraph shall impact, alter or limit the requirements of paragraph 36, above, or relieve the Relator Non-Cooperation Parties from any obligation set forth in paragraph 36.

- The Parties agree that this Agreement is the result of a compromise within the provisions of California Evidence Code § 1152, and any similar statutes or rules, and shall not be used or admitted in any proceeding for any purpose including, but not limited to, as evidence of liability or wrongdoing by any of the Verizon Released Parties, nor shall it be used for impeachment purposes, to refresh recollection, or any other evidentiary purpose; provided, however, that this paragraph shall not apply to any claims to enforce any provision of this Agreement.
 - 60. This Settlement Agreement is intended to be for the benefit of the Parties only
- 61. Aside from the payment of the Relator's Attorneys' Fees Amount as set forth in Paragraph 52 above, each Party shall bear its own legal fees and other costs incurred in connection with this matter, including the preparation, performance, and enforcement of this Settlement Agreement.
- 62. This Settlement Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Settlement Agreement's tax consequences. Each

Agreement null and void by providing written notice within five furtiness days of any such decision, in which case Verizon shall have no obligation to pay the Settlement Amount or the Relator Attorneys Fees Amount, and the Parties shall return to their positions as of the date prior to this Settlement Agreement, the shall proceed as if no settlement had been attempted, except as to any stay ordered in the case, and the Parties further agree to mutually consent to the adjournment of the May 20, 2020 trial date and make in good faith any necessary application to set a new trial date.

- 56. Should this Settlement Agreement for any reason not become final, all Parties reserve their rights to make all arguments and defenses whatsoever, including but not limited to challenges to the Relator's ability to proceed on behalf of any at all California Non-Intervenors and objections to any attempts to intervene in the litigation (past or future), and each Party agrees that it shall not assert that another Party has waived as is otherwise prevented from asserting any argument or defense by virtue of negotiating, entering, or seeking approval of this Settlement Agreement.
- 57. All Parties agree and hereby stipulate that the five-year period in California Code of Civil Procedure section 583.310, et seq., has been extended and tolled during the time period beginning (1) on the date on which the Parties sought a discovery stay from the California Court and extending until (2) the date on which any Party informs the other Parties that (a) the Court has entered an order that either declines to approve all material aspects of the Settlement Agreement or materially alters the terms of the Settlement Agreement, and (b) the Party deems the five-year period to have recommenced.
- 58. The Parties agree that with respect to documents designated as containing

 Confidential or Highly Confidential Information pursuant to the Protective Order entered in the

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Party is salely responsible for any and all taxes, interest, and penalties due and owing, if any, should any monetary benefit described in this Settlement Agreement and/or any other documents related to this Settlement Agreement, be deemed as taxable.

- 63. Each Party and signatory to this Settlement Agreement represents that it freely and voluntarily enters into this Settlement Agreement with the benefit of legal counsel and without any degree of duress or compulsion.
- 64. All quantions with respect to the construction or interpretation of the Settlement Agreement and the Parties" rights and liabilities as they relate to the California Action shall be governed by the laws of the State of California. This Settlement Agreement is enforceable pursuant to Section 664 6 of the California Code of Civil Procedure. The evaluative jurisdiction and venue for any dispute relating to this Settlement Agreement as it relates to the California Action is the Superior Court for the County of Sacramento. All questions with respect to the construction or interpretation of the Settlement Agreement and the Parties" rights and liabilities as they relate to the Nevada Action shall be governed by the laws of the State of Nevada. The exclusive jurisdiction and venue for any dispute relating to this Settlement Agreement as it relates to the Nevada Action is the Second Judicial District Court for the County of Washne.

 This Settlement Agreement and any other document referenced herein or attached hereto is admissible solely in any action or proceeding to enforce the terms of this Settlement Agreement.
- 65. This Settlement Agreement is the result of arm's length negotiation between the Parties, and all Parties, directly and through counsel, have contributed substantially and materially to its preparation. For purposes of communing this Settlement Agreement, this Settlement Agreement shall be deemed to have been drafted by all Parties to this Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any

subsequent dispute, and the canon of contract interpretation set forth in California Civil Code Section 1654 as well as under any other statutes or common law principles of similar effect (both in California and in any foreign jurisdiction) shall not be applied.

- 66. This Settlement Agreement constitutes the complete agreement between the Parties with respect to resolution of the Covered Conduct and supersedes any and all other prior and contemporaneous oral or written egreements, communications, or representations.
- 67 This Settlement Agreement is executed without reliance upon any representations, understandings, or commitments, whether formal or informal, or oral or written, by any Party, except those representations made in this Settlement Agreement.
- 68. This Settlement Agreement may not be amended except by written consent of Verigon and Settling Plaintiffs
- 69. The undersigned represent and warrant that they are fully authorized to execute this Settlement Agreement on behalf of the Parties so indicated by their signature
- This Settlement Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Settlement Agreement
- 71. This Settlement Agreement is binding on the Parties' successors, transferees, heirs, and assigns
- 72. Facsimiles or PDF copies of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.
 - 73. Each Party represents and warrants that
 - a) it has the full legal authority, right, and capacity to enter into this Settlement Agreement and to bind the Party to perform its obligations bereunder.

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- it has read and understands this Settlement Agreement and it has had the opportunity to consult with its attorneys before signing it.
- 74. Each of the Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action necessary to effectuate the intent and purposes of, and to earry out the terms of, this Settlement Agreement.
- Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement to be performed by such other Party. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Settlement Agreement shall be deemed or construed to be a waiver of my other breach, whether prior, subsequent or contemporaneous, under this Settlement Agreement.
- 76. All of the exhibits attached to this Settlement Agreement are material and integral parts hereof and are hereby incorporated by reference as if fully set forth herein
- The Parties and their respective counsel agree to cooperate fully with one another in order to effect the consummation of the settlement of the California Action and the Nevada
- 78. Any notices required under this Settlement Agreement shall be provided by email and U.S. mail, as follows:

including any third-party authorization necessary to release the claims being released

- this Settlement Agreement has been duly and validly executed and delivered by such Party and, assuming due authorization, execution and delivery by the other Parties, constitutes a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms:
- the execution and delivery of this Settlement Agreement, the performance by such Party of its obligations hereunder, and the consummation of the transactions contemplated hereby, will not: (i) result in the violation by such Party of any statute, law rule, regulation, or ordinance or any judgment, decree, order, writ, permit, or license of any governmental or regulatory authority applicable to such Party; or (ii) require such Party to obtain any consent, approval or action of any person, which consent, approval, or action has not already been obtained or accomplished by such Party;
- d) it has not assigned, conveyed, or transferred, voluntarily or involuntarily; any claims based on the Covered Conduct, or any interest in or part or portion thereof, specifically including any rights arising out of claims related to the Covered Conduct, to any other person or entity. Relator has signed agreements in which he has agreed to transfer a portion of Relator's recovery from the California Action and Nevada Action (i.e., the relator's share) to others (e.g., Constantine Cannon), but those agreements do not give the other parties (a) any rights to the claims themselves, (b) any right or power to prevent Relator from dismissing the claims, or (c) any right or power to prevent Relator from making and adhering to the covenants, representations, and other agreements that Relator has made in this Agreement. And,

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To Plaintiffs: William Christopher Carmody hearmody if susman and frey com Arun Subramanian Amanda K. Bosn Sleven Shepard Susman Godfrey LLP 1301 Ave. of the Americas, Fl. 32 New York, NY 10019

Wayne T. Lamprey wlamprey g constantinecannon com Anne Hayes Hartman artman a constantinecannon.com Ari Yampolsky ayampoisky@constantinecannon.com Constantine Casnos LLP Constantine Cannon LLP 150 California Street, Suite 1600 San Francisco, California 94111

To Verizon: Mathew S. Rosengart insengartm @gtlaw.com
Eric D, Wong
wonge @gtlaw.com
Greenberg Traurig, LLP
1840 Century Park E #1900
Los Angeles, CA 90067

[SIGNATURE PAGES FOLLOW BEGINNING ON NEXT PAGE]

SIGNATURES APPROVED AS TO FORM AND CONTENT AND AGREED AS TO PARAGRAPH 36: APPROVED AS TO FORM AND CONTENT: Dated: June 10, 2020 CONSTANTINE CANNON LLP Dated: June 10, 2020 GREENBERG TRAURIG, LLP By: //s/ Mathew S. Rosengart Mathew S. Rosengart Anomey for Verticon AGREED: SUSMAN GODFREY LLLP. Deted: June 11, 2020 Deted. JUNE 9,2000 CELLCO PARTNERSHIP - 15:0 coming William Christopher Carmody Attorney for Relator, on behalf of itself and the California Non-Intervenoera, and for the California Intervenoera Craig Sil/man Executive Vice President and Chief Administrative, Legal and Public Policy Officer - Verizon (on behalf of Celloo Partnership) AGREED: Dated: June 10, 2020 37

IA INTERVENORS - VERIZON SEITLEMENT REEMENT		VABA PLAINTUFS - VERIZON SETTLEMENT AGRIENIZMI
Signature	Derect June 1,2720	Mg 7.2~ - Signature
Print Name		Gregory L. Zunino
Tisk		Deputy Sollarium General
On behalf of:		On behalf of the State of Nevada and its Political Subdivisions

EXHIBITS

A Proposed Allocation (calculated assuming that all California Non-Intervening

Cautomers Consent)

- B. Approval Process Order
- C. Content and Release by California Non-intervenor Customer
- D. Proposed Approval Order (California Action)
- E. Stipulated Judgment (California Action)

EXHIBIT A

PROPOSED ALLOCATION

[To be provided by Plaintiffs]

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EXHIBIT A

PROPOSED ALLOCATION

Verlaus Revenue (Charges Subject to Optimization)	Settlement Amount	\$76,000,000
	Intervenor Relator's Share	25%
CA Non-Intervener Relator's:	lbara, subject to court approval	41%
NV Rulesur's :	ibite, subject to court approval	40%
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\$ 1 ally of Females	\$414670	\$10k 63b	— ।धाप्र	517,11
7 City of Long Perch	\$550 045	1107721	\$44,907	\$768.55
# Crity ad Oromed	\$358,964	12.34		1113,50
9 Cay of Konche Cocanomys	\$256.347	LPT STO	- 68,625	E719
H Oly of Rigina	EHL218	42.64	5 101	36,34
11 Cate of Recursols	\$136,892	\$10.221	JF 89473	Sac No
3 (1/y of Shoremonto	511 CV		24 LEVE	\$156.75
1 fitty of San Remarkson	\$0 E41	9 \$25.941	\$7 an?	Sed. 21
it Cay of the Massa	1112 (9)	4.11	19 631 -	The second
15 Cirty of Santa Rose	\$117.000	D \$17469	\$12425	Flot 75
to City of Vigitate	Alteste	4 9 \$17,728	\$1,673	147,31
17 Comey of Last Alignian	2133 No	571.46	\$20 See	\$196.87
18 County of Mores	Fb(\$205.11)	31510	\$14.409	117.43
IF Court of Lichney	% \$3161.74F	Time las	SIGH WIN	\$1,593.25
If County of Knowycly	T43 (966)	317 etc	\$175 (36	\$1.40.65
21 County of Sacrements	Telephone (1994-61)	\$298.60	Shed.544	\$304.31
2 County of San Barrapoints	\$1,503.764	2131.44s	\$ a4 443	\$1,509.47
11 County of Sonto Cour	A SHEET STREET	\$50 401	\$19 101	£749 67
St County of Security		\$139,376	\$41,40	134.75
25 Construct State lines	AP 5401012	\$120.251	the art	100.20
in Country of Value	The state of the s	Fad. 450	\$4,544	1931
27 San Discoul and ad Subset Date of The Co.	2,10,508	Pv (45.)	63.102	Sin of
2 June Ann Under School District of The Tay	\$120.000	133,300	£16 164	
29 Second Courty Nata Agency	\$31.179	\$21.746	LU 204	5.00 80
10 Combining Pay Control	140	Bulli	\$13	Live Char
California Informaci Cels. Loc		5444°H	\$1.434,025	\$11 med to
Arrada Pipinella 5 7 7			EI, O.C.	
14 Separate Phontalis	87 761 127	\$1,340.461		M 427 W
National Plannists Sell-Total		MARKET THE	10	84 427 94
Calciumia ham-intersecting Real Parties to Interest	11,100	100/10/00		84.45/44
11 Year of California	EST 516 PM	89-900-513		\$10.229.00
Cultivinia listo ligh-lat		69-990-711	10	\$15.279.99
J.J. ABC Unclud School District	2375	1261		113.2
54 Samuele-Contrast onto Trained Detroid	\$150 230	ted bio		\$85 v7
B Anaham Cours High Spheet District	516/14	per sec		585 07
No Automore Valley Comprod Flustred				
1) and app Valley Users High Salmed District	41.7%	El et		- 1
THE RESERVE THE PERSON NAMED IN COLUMN 19 IN		\$1.00		9.0
18 Autorit Indied School Debrid 36 Balancinis Hermotory Behand Debrid	\$114.00			\$1 00
40 Calerate Indust falous Journal		Period		41,01
THE SAME IN COLUMN TWO IS NOT THE OWNER.	\$1.5(5)	\$2.141		87.47
41 Capatrase Paul of School District	121913			10.6
41 Carpetarus Catemariand Fay Production Chairpa	14.939	\$2.126		\$2.61
4) Chico Coded School District	\$15,529	4,91	manimum developed to enter	58.7)
44 Chan Valley Federal	£16,921	\$15 000		\$ (0.15
el Cay and County of Los Prospins	E8,475,514	\$413,556		1479.75
Ni Cale of Alameda	\$129.631	\$16.743		\$73.89
47 City of Ambron	1/29 402	E235,043	in the second second	EQVE, 94

Appendix B of the Declaration of P. Kins dated May 15, 2020

Ventran Proposed Allocation

DEC. OF P. KINSE IN SUPP. OF MOT. FOR APPROVAL OF VERICON SETTLEMENT.

Case No. 34-2012-00127517

EXHIBIT A PROPOSED ALLOCATION

42

	Gram Badamer	Relator's Share Subject to court	Intertune Familiagest	Vot Scinland
Barrier Committee of the Committee of th	Allecation	appropal .	Fre	Allenation
# Cry of July 101	EUR BOI	\$21 454		5.12
N Caral Rd Center	52m (#18)	\$121,225		\$160.0
1) Caty of Birthy	11.1 Fee	\$14.017		536
12 City of Calerone	\$21.25			11
5) City of City of	100	\$9 TAT		115
SECURE Carbon	191707	10000	-	1.79
75 City of Cornel By The Sea		\$1,5%		- 127
So c'atract c'taste Varia	\$17 acil	124 481		1/2
97 Chip of Charl Lake	to to	E.		
SR City of Concent	£29-601	\$11.53s		551
#9 1 Vote of Clinia Mana	\$15,910	\$34,643		\$31.0
40 Chip of Tall Klar	11 0 to			421
61 Coyal of Capes	\$79,(19	\$21.451		F0.
Al On at Utharms	\$11 al7	54,7%	Yan da	312
D CAN LA COM	\$23,610	A\$1.467		convertion .
Ad Cats of Enumber	\$41.715	Vij. pol	4	134
A Cop of Europa	0714	134446	4	EU.
at Life of Function the \$7 City of Frances	- 60	A 100 100		
ad 1 for all Follamen	\$211.671, 8309 and	- \$ - \$41,018 		\$130
M Cop of Clarks Drove	\$100,639	5 644 767		541 541
To the at Chestale	2221 798	S. Set las		\$1.56
N Cornil Harday	15	- Op \$12,618		\$16
73 City of Hart some Cardina	No. 87 109	\$5,140		H
D Car of Ballace	No. 1430.76	Ex.964	ALTERNATION CONTRACTOR	The second
M Cuty of Franciscopius Hazaria	the LINE Also	16123		141
M Fift of Florington House S City of Importal	\$0.011	\$12,914	- PNOT-E-1	\$17,
No Copy of Letters THE Copy of Letters to the	P S TILTING	\$10.181		Sea
Title of proster	- A- W- EH JR	\$10 917		114
N City of Lamours	A STATES	\$16,346		\$13
of Continuation	\$12,001	13,548		- 17.
the Cate of Landshop and the	No. 24 (1)	\$1.997		\$1
SI Cay of Marine	\$12,705	\$7,021		\$16
El Cord Lang	E71 914	50 4 hr		\$17
all Copy of March Park	\$18.017	\$7,747		\$10.
D Cay of Killians	Cin 410	\$9.47s*		81.1
Bit 139 of Names of Street, T	\$41,304	\$41,599		32
El Cor of Money Valer	SJK, Ind		_	140
25 Care of Adores flags %	\$15.04	17 741		\$ 10
H Cry of Mountain Vans		\$9.416		11.
WE Cay of National Cay	FE 513	12.1%		12
Wil City of Normalk	CLAI			£16.
92 Cats of Number Builds	855 146	Sac 9)		\$14
Wil City of Children	\$4 4 pop	\$264.747		10/6
96 Care of a tabley	\$1,414	£2117		\$1
VI City of Course of a	11.14	\$137		
Wil Carp of a federal	\$177.5%	15,100		5/01
\$7 Coy of Palendale	(Ds,54)	19 uni	17-18-	11
NE City of Perahme	9 148 125	\$63,443		Ens
6) City of Four Robbin	\$12,104	\$15,007		\$12
60 City of Potahinta 0) City of Poma Reach	\$42,623	\$18.527		8,14
02 City of Pome Reads	43,414	\$2,500		\$1,
III City of Panaga III City of Randor Polas Varias	\$110.410	\$47.4% \$4.481		101
04 Carr of Red Roof?	\$10.422	\$4.483 \$4.250		\$1 \$1
02 City of Redding	\$103.118	\$44,343		\$58.
Mb Cats of Rudlands	\$405,116	\$36.503 \$36.011		\$34 \$34

Appendix 8 of the Declaration of P. Ethne dated May 15, 2020

Vertices Proposed Allocation

Case No. 14-7017 00127517

Case No. 14-7017 00127517

EXHIBIT A
PROPOSED ALLOCATION

	Greet Section in	School Short Subject to court	Innervane Constitution (Constitution)	Not Sentiment
(n) City of Bashanda Reads		\$29,610		\$16,503
toff (bey all Barbs	fat sig	\$26,443		\$15.606
189 City of Richards	1121,353	الزارز والمتحدد		\$6nt 74)
118 City of Sup Person	\$10 0a.h	\$13,927		\$17,1%
III Cay of the Durye	151,962	\$ 604,563		\$409.636
112 they of the local	\$279.684	\$116,756		1154,290
() Car of Rus Library	\$4,3%	\$2,847	1.0	Page 2 448
11.6 City of San Knied	27e 296	\$10.485		\$40.411 \$129,144
(15 City of Boots Ame	\$3a4 u31	\$29,600		159 059
Do Cary of Santa Barbara	\$101 613			641,037
117 City of South Clarife	\$114,609	\$49,363		\$42,745
116 City of Santa Circa	\$43,000	\$18.406		124,190
119 City of Kanta Maria	187 65	\$4 70a		\$3,575
138 City of Spots Panils	\$7,997	90 (100	_	\$4,558
(2) Cay of Substaged	127428	1000 2017 (44)		549.948
122 I Tilly of Englis Ross Francisco	8174,671	10 de a 10 de 10 d	1	199 436
12) City of Stadeon 124 City of Laft	\$13,548	59979	-	\$7,723
125 City of Vantary	63 Jal	(32.9)		\$36,004
125 Caly of Value	\$37 614	= \$16.172		121.441
126 City of Vestarvalle 127 City of Whitein	\$41997	"The Bald and Street		\$23.027
L28 Cheumlals Fare Prosection Descript	\$2.019	1074		\$1 159
128 C Tacchard & not LAustralia Lausers				
130 (Zaren Lindud Stehen) District t the Calenn Least Unified School Engine		- La		- 4
131 ct. and Called Artical District	1977	1077		1500
132 Cours Costs Fire Protestion Descript	\$302.780	\$44 (99		£38 56g
	(Part)	14,301		\$14,993
156 County of Alemeda	Tarresto (1,301 46	\$516.003		\$684 of 1
135 County of Build Street Street Street	Qi Ciul	193.010		\$684 651 \$153.203
Dis County of Colons all	01-1,512 -	1.6 90%		\$10 434
1157 Construct Contra Conta	1218,447	\$157.310		\$619,691
Life County of El Dacado	\$238 008	\$40 90 1		8131,105
119 Carnety of Fernance	\$505.274			£2751,006
140 County of Clara (4) County of Humbald	\$19 86.7	\$17,141		\$22,724
(4) Court of Humbald	\$168.259	- विश्व विश		\$93,142
142 Cheanty of Karrs are 1	110 61 t	£148_561		\$462,049
(4) County of Karps	112.577	£13,401		\$44,5/27
186 County of Lake Sec. 186	\$\$P 400	\$25 112		111,248
(4) County of Maders Michigan	\$224,413	\$96.497		1137.015
Life County of Manharan N	\$613,501	\$40,719		164,581
	\$146,756			\$15,644
At County of Monterey	\$161 122			291.859
149 County of Sapa	\$194,228			¥190,718
(4a County of Nevado	\$149,121	164 122		\$84 999
15) Construct Planne	\$164,327			53 n 77
(1) I comit of Phonos	\$14 (70			\$24.795
(5)) County of East Reports	<u>L 044</u>			\$1367655
154 County of San Disgre	\$2,784,368			£149, £16
155 County of Box Longue	\$255,810 \$213,242			\$130 978
150. Custory of Ram L ton Charges	\$21.22 \$18.474			5331,334
See 17 County of San Marie	\$485 450			1274 159
11d Copery of Santa Herbert	9363,237			\$5 4, 84\$
(49 County of South Client	\$154.546			Salt (N)
160 Casely of Sharts	643,669			53401
(A) County of Solkspoot	\$296 Pet			\$1(2.17)
142 (Josephy of Solieno 643 County of Spiller	\$75.936		_	\$42 940
154 County of Talaston	561 507	\$3n 533		515 210

Appendix B of the Disclaration of P. Iffine dated Many 15, 2020

Vertran Proposed Allocation

Case No. 34-2017-00127517

DEC. OF P. KUNE IM SUPP. OF MOT FOR APPROVAL OF VERICON SETTLEMENT

EXHIBIT A
PROPOSED ALLOCATION

	Company of the last of the las	Relative Share - Subject to cutori appear of		Si Sintenni Allection
155 Mongal Darlin Lincolnil School District	50	tudo an estáblistado 📸		- 10
226 felli San Jacobso (Samouna pp Challage (Santach	59 744	84.191		\$4 980
227 North County Find Protestion District	AAA	\$3,072		\$11,531
22 Surface Descript Come (Log School) word	§1 £10	\$157		9791
With Ministration Bull, Production Institute	\$2,150			11,2%
Las Nacional Community Services Services	1 1 (90)	\$3.201		14 10
(b) November 2 Marsh (car'd foliant Dates) 2.17 (b) date count before \$5000 forms	\$1,500	E1.079		0.48
212 : Int. dela Joseph Ventual Submid-Herward	\$160	\$245	-	1154
Chickly United School Darted	\$ 7	53176		
214 Michael I solved Colonel Protest	\$50.611			11.73
23 Obvelored Public Unitry District	1),019 271, 718	11,79		1794
17 Version of Parison Unity Devices 18 Version of Unity Devices 18 Content Name of Unity Of Unity 18 Unity Of Unity Of Unity 19 County Of Unity Of Unity 19 County Of Unity Of Unity 10 Unity Of Unity Of Unity 20 County 21 County 22 Parison 24 Parison 25 Parison 26 Parison 26 Parison 27 Parison 28 Parison 28 Parison 29 Parison 20 P	857 609			(1) 66
1) Children Liverage (America)	1102.185	144 930		\$56 load
218 I hange Loady Transportation Authority	64633			D.M.
Con Corporate Control Statement Control	\$6.437	-42 74	_	£3 ac#
The second second second second second	10		-	- 4
343 Pasadana Area ("artementre f"allinge Stein-8	14 54	15111		87.397
111 December Control School Parinet	\$61.733	128.20	7 mm mm	1/2 do 2
264 Renisma School Swinst 264 Renisma School Desires	129 500			\$11,160
221 Placeme Verba Linda Cortest Entred Debrot	120 134			£16,016
24h Plant Hills For Protection Debted	Settle	0 5261		\$149
(17 Person Codes School Codes	Ad t Oak	\$23.433		131,127
146 Per Lee Con Larbon Institut	2 11 14	\$1 909		\$1.51
(a) Particular Developmental Center 34s Payloy Calford School District 34 Eachs Hadred Edward District	Fig. 1944	\$406		\$5 0
250 Percey Carled School Dartm.	* *E36.260	\$13.934		121.015
24 Kindo (Indied Sabard (Instruct	100			121,709
252 Resons Ranch Community Services Electrical	W-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	\$493		\$603
25) Ranger Valley United School Distinct	(130)	\$359		(74)
14 kg mg framming telling being	p % 17 101			_64 165
233 Egen United School Dutriet Ag. of	2 \$160	\$417		\$340
256 Revendate Destand Substant District	25 Terr			\$\ 283 \$70,365
157 Specials Community College Factors 1	£123,321			\$ 10,291
258 Brounals Findad Rubard Datest	\$77,527 \$17,768			\$23,543
	\$825			\$470
2nd Raman Resp. Per Protection (1mile)	3822	\$3777		5.0
202 Speramento himpernal (Sality Control un	\$101,777	543 %4		538 611
23 Sargment Report Completion	\$77.434	\$19,514		\$44,160
2nd Saddhina Valley Underd	\$18.037			1 (0.20)
25 Flora Companions (April Various Statuts Statuts	£57,305			\$32,607
Did San Days Community College Portrail	237 143			\$21,164
2n 7 Can Processon Boy Area Raped Transet Destruct	\$302.670			1332,127
263 San Françoise Control School District	6154 930			\$88.314
369 San Jacoba (Indiad School Fortrag	\$4,524	\$1,943		\$3,579
7 to the Japane Research Real Companyors	\$15.907			59 86
To tan Josephi Regional Real Commercion The Land Unified School District	10,01	\$1,678		\$9,14
172 San June Unified School Deduct	100	\$0		- 12
173 Kep helyand Enhant Dustrait	£500			\$14
172 San Juan Undord Schmid Undreit 173 Kan Kelyani Bahnel Dustrak 174 Santa Uyur Priblio Bahranian	12			90
275 Santa Pu brigation District	\$23,609			\$13.45
176 Sand, Seed Agril Indian Statementarial Indiana	136,119			\$30 (4)
17 Specific Lat Viter Detects 278 Specific Lated Specific	\$1.20			\$4,674
278 Respires 1 Instead Subsect Directors	£59 0 fc			\$14.17
279 Sandalo Court Districtory Arbeid	(3,54			: U.
188 November 1 Seems Healt School & Indiana	80			te
(i) Remark Value United Section () Assets	\$34,61			\$30,84
202 Terrenou & Indived School Stateout	\$1			\$1,050
213 Turbuch Investore District	1129,44			

Appends 8 of the Declaration of P. IZlind dated May 15, 2020

Vermon Proposed Allocation

Case No. 34-2017 00127517

DEC. OF P. IZINS IN SUPP. OF MICH. FOR APPROVAL OF VERGOM SETTLE MEM T

EXHIBIT A
PROPOSED ALLOCATION

Printy	Grace Settlement	Balance Phore- Solfint to most approved		No. of Contract
int Court of Takes	Sea 15	\$191 621		\$254.412
167 County of Contras	9911,948		Libertal Committee	[519 40a
full County of Vision	\$2344.18	Someth		tijs far
149 Covers Joint Jacked School Datriel	MARKETT BEREFIN			ONI
Fits Disposet Standa Confront School Disposet	1727	1911		1464
173 Front Water Agency	E4.730	\$4,98	A. Linney Dec. of	13.5 at
The Princip Marine Agency The Princip The Princip Marine Ma	10.	Size Size		- ta
(17) Part Pay Afmacopel Unity Detroit	\$100.637			\$133,46
174 hard Study Elitoria High	6)	Se Se		- 10
75 Silk Cheery Cooling School (Instrug	\$2.085			\$1.345
No. Paramyority Probact Impactment	134 164	\$10,451		\$19.851
170 Countain Classe Hotel Edwarf Date(s)	\$27,651	111.150	R-1-	19.70
178 Feeting Fording School Dokus	549173	1.79 741		139.171
19 Facility Lighton Community College Desired 11	\$19,217	\$16,663		13235
100 Februari Fare Protection Delinical	17.03	361		\$1,102
12 Ferror Verlag School Doors 2	54	- Jan 4	THE R. LEWIS	10
IE2 Presse Veilles School Destruit	Dan	11.0	4	11,218
(all Cardya Chross Cardeni Baland Dateni		·····	4	- 9
Ed Control Control College Debrud Bit Charles Commerce College Statemen	\$1,460	E \$1.709	,	61191
[10] Cheplah Carlind	\$17,149		A CONTRACTOR	1774 1774
(1) Chaples Verlage He Laden Proper Types Desired 167 Chiefs Restary Desired 188 Chiefs Matter both of	514.599	The Manual Property lies		E7 746
(67 Chicle Contant) Subvict	and the second second	HT		60
EEE Corista Muster Dorbrist	4032%	A R \$7.140		Bu 761
SWF cleus hand I man Ploph School Shalend		-	_	El alla
190 Cheef Ferra Fasterii Sar Federicon Control Sorbiol	10, 10,419	1110		
(*) Count Valler Research District	3114		THE R. P. LEWIS CO., LANSING	\$2,643
193 cleanfuld Fee Protection Patrick	- NAME OF	3.16		\$172
198 January 198 19				\$1,615
194 Haranda La Panda Factual	til vis			\$117
[47] Havlark Fire Protestons Duttect			-I become	\$30,944
156 Hardward Forder School Exercise 150 PM	£16.781		_	E14.262
W. Link You Speed	1/100			47.537
I VE Hallow-map Submit Switzel	\$342,376			\$199,667
10 Improving pages (1994)	3.23.09.1			\$10.007
50 From Carled Libral Debias 51 Jacque Community Services Debugs - 4	£1) 507			\$17.016
20.3 Sample Final and Eulered Technol. 195-197	\$14,000			34.145
20.3 Service II and and Bullevell [Hebret]	E E			- L
(a) Completely Health Corp. Bullet.	\$9,504			83,451
20 April Rule School District - 1	1150			SLAIR
200 E page Cartyon I Indicad Duboni Destruit	LICE!			127 124
	30			- b
278 Johnsto Regard Country & ptp Productions Instruct	45 610			9.70
[2] Landrag Strebmort Irregation Colored	63.149			Cold September 51 881
	10			16
110 Feet Fred on Salmed Street 111 Face Brook (Salmed Edward Danger	\$10.315			E/1 162
1991 - Landa Comment Lifera Dates	Sec.			131
STATE Complete Control Andrew Control Andrews				- In
114 Les America Compt Services Chattal	10	50		ti-
The large term of consenses of the large better. 21 Lar Appella Conservation to the large better. 21 Lar Appella Conservation to the large better to the large bette	E1 1/23, 760		PROFIT TO 1	10,00
	14 14 1			1237
The second secon		-		1
116 Male Ped City Charl Corpus	0.15	\$111		\$1,276
317 April and Underly Replace Desired Section 1915 Desired Secti	EIGT AM	STATE OF THE PERSON		1104.149
230 Materialian Francisco Compositore	\$37.760	\$11,717		811 112
221 Malanta Programs Desiral	WD0	\$11.11 \$41,679	-	615,514
2) Maring Trains Indian 2) 2 Maring In Profession Statement	5.74 Tec	\$13.005		Ses 1174
23 Martin Princip Reposal Part Detroit	\$7.344	\$5.527 \$6.91a		54.199

Appendix 8 of the Declaration of P, Eline dated May 15, 2020

Written Proposed Allocation

DEC. OF P, SUPE IN SUPP. OF MOT. FOR APPROVAL OF VENCON SETTLEMENT

Case No. 14-2012-00127517

EXHIBIT A
PROPOSED ALLOCATION

	Gran September			No Separate
Knaty	Affection	approved	Fast	Alberton
194 Two Roses I mised School Dates:	\$14917	50 414		fa k
215 Century Prot Custom	\$6,541	\$2,813		13.7
286 Value Elementary Rabord Division	\$56.947	\$11,200	0.00	504.6
THE Value United Traced Authority	\$14.419	\$10,500		10.9
166 Vanished Library Instruct	11 20	£13#		62.0
199 Venda Declari School District	Control de	90		
total Verte Investmen Contract	\$14.7%	\$6.175		\$2 4.
(9) Verte Unified School Destroy	57,450	121,004		\$27.6
(N) Walnut Valley Water Serbert	10 67	\$1.746		U s
Joh Wast Bay Sanger	Cons			611
194 Mart Contro Conta Lautural School Linday	- Bo	to.		
[19] Bost County Washymater Durback Comment	£14.343			D.4
Sin Market Managed Made Toring	\$79 100			\$10.5
207 Whitten Union Hosh School District	\$14,064		Name and Address of the Owner, where	1004
Par William Could Communical Services Destroy	\$225	- 614	The Parket Street	1.
				-
				\$1.7
105 Wardon Fire Protection Debud	\$1,141			Santa Service Co.
Toj Western Liver Detroit	\$1 Mail	3000	4	
(a) Verke and State Design	111,865	P 64 165		BLET
[4] Yourneld Community College Defend	54,34		,	\$1.3
204 Visita Police Experiment	\$451			\$1.5
had Visite Death Related Darleys	\$1,380		-04,00% octahoria	
New Yorks Community College Contract	- 41			9
107 Yana Maucasi Water District	- P- Pb	da la comunicación de la comunic		- 4
Sua-branjerer C & Rabitionian Rule Te	4-1 17,042,121	\$11.63KT13	- 10	116,414,6
		Aller a Mary	Browner	
	Allerania .	Subject to court		Het Selfrenset
Letter	Allerates.	MATERIA	ZH.	Alberton.
Caldonia liggina	MAT.979.65	\$4,494,764	\$1,430,325	\$12,041,94
Coldonia Namina		\$10 600 d H	- 01	\$28,643.95
Tatal Fall for the Coveryment and		\$36.163,799	\$1,434,105	\$46,689,50
Service Con-		SJ.Jan.Jan	14	14.07,94
-Cute 7-	All Sandon deep	\$15.40.7%	\$1.406,335	Secure.
Halphar Atlantusys' Fore Amountly.	\$23,4%s dass			
Bullet Aller By Pred Allertin	13,44			
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\				

Appendix B of the Declaration of P. Efine dated May 13, 2020

Verven Prepased Affaction

Case No. 34-2017-00127517

DEC OF P. KLIME IN 1UPP. OF MOT. FOR APPROVAL OF VERZON SETTLEMENT.

EXHIBIT B

ORDER ON PROCESS FOR APPROVAL

[TK NOTE: TO BE UPDATED WITH WHATEVER ENDS UP BEING FILED]

43

Dated:		

	Signature	
Print N	mc:	
Title: _		
On beh	df of	

EXHIBIT C

CONSENT AND RELEASE BY CALIFORNIA NON-INTERVENOR

- 1. The undersigned has received and reviewed a copy of the Settlement and Release Agreement executed by and between Defendant Cellco Partnership d-b/a Verizon Wireless ("Verizon"), Relator OnTheGo Wireless, LLC, and the political subdivisions that intervened in State of California ex rel. OnTheGo Wireless, LLC w. Cellco Partnership d-b a Vertzon Wireless, et al., Case No. 34-2012-00127517, which is pending in the Superior Court for Sacramento County ("Settlement Agreement"), and the Notice of Proposed Settlement.
- The undersigned hereby represents and warrants that he or she is fully authorized to provide binding consent on behalf of the Non-Intervenor identified below.
- 3. By signing below and returning this document to Plaintiffs" counsel pursuant to the terms of and by the dendline set forth in the Notice, the identified Non-Intervenor hereby agrees to be bound by the terms of the Settlement Agreement, including specifically the releases contained therein, and to be treated as a Party to the Settlement Agreement for all applicable purposes.

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EXHIBIT D

APPROVAL ORDER (CALIFORNIA ACTION)

Test for Proposed Order for Approval of Settlement with Defendant Verizon

The Plaintiffs' Motion for Approval of Settlement with Defendant Verizon ("Motion") came on for noticed hearing before the Honorable Judy Holzer Hersher, presiding, on the date and time set forth above. Appearances are reflected on the record.

Due and adequate notice having been given of the motion, and the Court having considered the moving papers, including all points and authorities and evidence submitted therewith, and any opposition or objections to the Motion, and the arguments of coursel at hearing, and all other matters properly presented to the Court in relation thereto, and good cause appearing therefore, IT IS HEREBY ORDERED THAT.

- The Court finds that the Settlement is fair, reasonable, in the best interests of the parties involved, and in furtherance of the public purposes behind the California False Claims Act, California Government Code sections 12650 et seq. ("CFCA").
- The Court finds that the Non-Intervenor Customers identified as Consenting Non-Intervenors on Exhibit A hereto have consented to the settlement and are deemed parties to the Settlement Agreement for all purposes.
- 3. The release provisions of the Settlement are fair and reasonable.
- The proposed pro rata settlement allocation among the California Plaintiffs based on the Final Allocation set forth on Exhibit A hereto is fair and reasonable.
- The Court approves a 25% allocation to Relator from the Intervenors' gross settlement allocation.
- The Court approves a TK% allocation to Relator from the Non-Intervenors' gross settlement allocation.

EXHIBIT E

STIPULATED JUDGMENT (CALIFORNIA ACTION)

Whereas, Plaintiffs reached a settlement with Defendant Celleo Partnership d/b/a Verizon Wireless ("Verizon"), which settlement was subject to approval by this Court and the satisfaction of conditions agreed to by the Settling Parties;

Whereas, on the Court entered the Approval Order approving the settlement between Plaintiffs and Verizon on the terms and conditions set forth therein, and,

Whereas, all conditions for submission of this stipulated judgment have now occurred. Now, therefore, the Settling Parties stipulate and agree that pursuant to California Government Code section 12652(e)(1), all claims in the California Action against Veriann are hereby DISMISSED in their entirey WITH PREJUDICE, but that the court retain jurisdiction to enforce the terms of the Settlement Agreement and Supulated Judgment.

[PROPOSED] ORDER

The court, having reviewed the above stipulation of the parties, and being familiar with the record of this case, dismisses this action as to Defendant Celleo Partnership doba Verizon Wireless ("Verizon") with prejudice. However, pursuant to Code of Civil Procedure § 664 6 and any other relevant statutory provisions, and the parties above stipulation and Scitlement Agreement and Scipulated Judgment, this court retains jurisdiction over this case and over the parties personally for such further orders, learning and other proceedings as may be appropriate to enforce the terms of the parties. Scitlement Agreement and Scipulated Judgment.

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Non-Intervenor Customer Notice (Verizon Settlement)

Notice of settlement with defendant Celleo Partnership ullula Verizon Wireless, and distribution of settlement proceeds in State of California ex rel. On TheGo Wireless, LLC v. Celleo Partnership dib/o Verizon Wireless, et al., Case No. 34-2012-00127517 (Sacramento Superior Court)

Dear Sir or Madam,

You are receiving this letter because [ENTITY] is a non-intervening real party in interest ("Non-Intervenoe") in State of California ex rel. On The Go Wireless, LLC v. Celteo Partnership of b a Vertion Wireless, et al., Case No. 34-2012-00127517, which is pending in the Superior Court for Sacramento County. Defendant Celteo Partnership dols Vertion Wireless ("Vertion") and Plaintiffs have entered into a Settlement Agreement in the case, and [ENTITY] has been identified as a party that will receive a share of the Vertion settlement payment.

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The lawsuit was filed by Relator On TheGo Wireless, LLC on July 5, 2012, pursuant to the California False Claims Act ("CFCA"), on behalf of real parties in interest the State of California and political subdivisions identified therein. The lawsuit, which named several defendants, including Verizon, generally alleged that Defendants failed to comply with the terms of cooperative purchasing agreements the Western States Contracting Alliance ("WSCA") awarded to Defendants to provide wireless equipment and services to California government entities. As relevant here, Plaintiffs allege the WSCA agreements, and other agreements related to them, required Verizon to provide its California government customers purchasing wireless services pursuant to those agreements with "rate plan optimization reports" and wireless services at the lowest cost available. Verizon's alleged failure to comply with these provisions resulted in overcharges to those California government customers. Verizon disputes and denice all of the Relator's allegations and maintains that it complied in full with the WSCA agreements.

The settlemen

The parties have agreed to settle this case with respect to Verizon. Copies of documents filed with the Court in support of the settlement, which include the Settlement Agreement and the Court's order approving this notice procedure, are included herewith. Copies of these documents may also be downloaded at: https://greetitating.cannes.box.com/in/Structure.com/

To receive the full amount of the share allocated to a Non-Intervenor in the Proposed Allocation, if any, the Non-Intervenor must execute the Consent Page provided in the Addendum and return the executed Consent Page to Plaintiffi' consel by September 17, 2020. By doing so, a Non-Intervenor affirmatively consents to the terms of the Settlement Agreement, including the general release contained therein. Original signatures are not required.

The executed Consent Page may be returned to Plaintiffs' counsel by PDF to:

E-mail to WirelessOptln@constantinecamon com

Exhibit B

You will receive a reply confirming receipt of the Consent Page. Please use this address for the submission of Consent Pages only. Contact information for any questions is below.

If a Non-Intervenor does not execute the Consent Page, and therefore does not agree to be bound by the Terms of the Settlement Agreement, then the Non-Intervenor will receive only 90% of the amount allocated to it in the Proposed Allocation.

In addition, Plaintiff's will apply to the Court for a Relator's share pursuant to California Government Code section [2652(g)(3)] and attorney feet pursuant to California Government Code section [2652(g)(3)]. As set forth in the Motion for Approval and the Proposed Allocation, Plaintiffs are requesting a Relator's share of 43% with respect to any amounts allocated to Non-Intervenors, and have entered into a Settlement Agreement with Vertico to receive attorneys.

Hearing

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The Court has set a hearing for final approval of the Settlement Agreement for September 24, 2020, at 11:00am in Department 92 or 96 of the Sacramento Superior Court, located at 9605 Kiefer Boukevard, Sacramento, California. The purpose of the hearing is to determine whether the terms of the Settlement Agreement—including but not limited to the dismissal of the California Action with prejudice as to Veriron, the releases, and the Proposed Allocation among the Parties, Relator, and Plaintiffs' counsel—are in all respects fair, adequate, and reasonable, and in the best interests of the parties involved, serve the public purposes behind the CFCA, and should be finally approved.

In the event that it becomes necessary to postpone this hearing, then Relator's counsel will, within 5 calendar days of the Coun's postponement order. (a) serve the order on you by mail, and (b) make the order available on the website: https://www.necessary.com/ww

Similarly, in the event that it becomes necessary to disallow in-person appearances at the hearing, then within 5 calendar days of the Coart is order requiring any attendance at the hearing to be remote/helphonic rather than in-person, Relator is counsed will (a) serve the order on you by mail, and (b) make the order a tailable on the website. Such service shall include an updated notice that contains meeting identification number(s) and login information, if any, that are necessary for remote attendance.

How to object

The Court has ordered that any Non-Intervenor who objects to the approval of the proposed settlement may appear at the Hearing to show cause why the proposed settlement should not be approved. Pursuant to the Court's order, objections to the settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court.

Any Non-Intervenor wishing to make an objection is requested to file written notice of its intention to object, useather with supporting papers stating specifically the factual basis and legal grounds of the objection, and to serve copies thereof upon counted for Plaintiffs and Version, on or before September 17, 2020.

Additional information

If you have my questions about this notification and settlement payment, or the terms of the Settlement Agreement, please contact.

Anne Hartman Constantine Cannon LLP 150 California Street, Suite 1600 San Francisco, CA 94111

Telephone: (415) 766-3532

E-mail: ahartman il constantinecannon com

If the recipient of this letter is not an attorney who represents [ENTITY] in civil legal proceedings, you may want to consult with such counsel.

Sincerely

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Wayne T. Lamprey
Anne Hayes Hartman
Ari M. Yampolsky
CONSTANTINE CANNON LLP
150 California Street, Suite 1600
San Francisco, CA 94111
Telephone: (415) 639-4001
Facsimile: (415) 639-4002

Non-Intervenor Non-Customer Notice (Vertron Settlement)

Dear Sir or Madam.

You are receiving this letter because [ENTITY] is a non-intervening real party in interest ("Non-Intervenor") in State of Colifornia ex rel. OnTheGo Wireless. LLC v. Cellco Partnership d b a Verton Wireless, et al., Case No. 34-2012-001127317, which is pending in the Superior Count for Sacramento County. Defendant Cellco Partnership d/ba Veri zon Wireless ("Veri zon") and Plaintiff's bave entered into a Settlement Agreement in the case.

[ENTITY] has been identified as a party that did not make purchases from Verizon under the contracts at issue in the case during the relevant time period, and therefore will not receive a share of the Verizon settlement payment. No further action is required from you at this time. However, if you would like more information about the settlement, or if you would like to object to the settlement.

Download filines regarding settlement

Copies of documents filed with the Court in support of the settlement, which include the Settlement Agreement and the Court's order approxing this notice procedure, may be downloaded at: https://constantine.gamon.bux.com/A/Non-Intervenoy. In addition, you may contact coursel identified below to obtain the documents.

Hearing

The Court has set a hearing for final approval of the Settlement Agreement for September 24, 2020, at 11:00am in Department 92 or 96 of the Sacramento Superior Court, located at 9605 Kiefer Boulevard. Sacramento, California. The purpose of the hearing is to determine whether the terms of the Settlement Agreement—including but not limited to the dismissal of the California Action with prejudice as to Verizon, the releases, and the Proposed Allocation among the Parises, Relator, and Plaintiffs' counsel—are in all respects fair, adequate, and reasonable, and in the best interests of the parties involved, serve the public purposes behind the CFCA, and should be finally approved.

In the event that it becomes necessary to postpone this hearing, then Relator's counsel will, within 5 calendar days of the Court's postponement order, (a) serve the order on you by mail, and (b) make the order available on the website: https://constantingeamon.hev.com/n/Non-Intervenor

Similarly, in the event that it becomes necessary to disallow in-person appearances at the hearing, then within 5 calendar day of the Court's order requiring any attendance at the hearing to be remote/helphonic rather than in-person, Relator's counted will (a) serve the order on you by mail, and (b) make the order available on the website. Such service shall include an updated notice that contains meeting identification number(s) and login information, if any, that are necessary for remote attendance.

Exhibit C

Haw to object

The Court has ordered that any Non-Intervenor who objects to the approval of the proposed settlement may appear at the Hearing to show cause why the proposed settlement should not be approved. Pursuant to the Court's order, objections to the settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court.

Any Non-Intervenor wishing to make an objection is requested to file written notice of its intention to object, together with supporting papers stating specifically the factual basis and legal grounds of the objection, and to serve copies thereof upon counsel for Plaintiffs and Verizon, on or before September 17, 2020.

Additional information

If you have any questions about this notification, or the terms of the sentlement agreement, you may contact counsel for the Relators and Intervenors;

Anne Hartman Constantine Cannon LLP 150 California Street, Saite 1600 San Francisco, CA 94111

Telephone: (415) 766-3532

E-mail: ahartman@cone

E-mail: shartman @.constantinecannon com

If the recipient of this letter is not an attorney who represents [ENTITY] in civil legal proceedings, you may want to consult with such counsel.

Sincerely,

Exhibit D

EXECUTION VERSION - MAY 22, 2020

Partnership d b a Vertzon Wireless, et al., Case No. 34-2012-40127517 (the "California Action"), pursuant to the California False Chains Act ("CFCA"), on behalf of real parties in interest the State of California and political subdivisions identified therein (the "Government Entities") naming as defendants Celleo Partnership d/b/a Verizon Wireless, a Delaware general partnership; Nextel of California, Inc. d/b/a Sprint Nextel and Nextel Communications, a Delaware corporation; Sprint Solutions, Inc., a Delaware corporation; New Cingular Wireless National Accounts, LLC, d/b/a Cingular Wireless n/k/a AT&T Mobility National Accounts, LLC, a Delaware limited liability company; T-Mobile USA, Inc.; and, Does 1-30 (unilectively, "Defendants").

- Pursuant to the CFCA, following receipt of the original complaint, the California
 Attorney General was required to provide a copy of Relator's original complaint to the political
 subdivisions identified therein. All Government Entities have had an apportunity to intervene.
- The California Action was unsealed in December 2015. The Second Amended
 Complaint and Complaint in Intervention was filed on May 6, 2016. A Third Amended
 Complaint ("TAC") was filed on June 28, 2019.
- 5. The TAC claims are based in part upon certain contracts, as follows: On or about August 31, 2006, the Western States Contracting Alliance ("WSCA"), acting by and through the State of Nevada, awarded AT&T Contract #1523, and on or about April 9, 2012, WSCA, acting by and through the State of Nevada, awarded AT&T Contract #1907 (collectively, the "WSCA Contracts"), both for the purchase of wireless equipment and services. The State of California and AT&T executed Participating Addenda to the WSCA Contracts, Master Price Contracts #7-06-70-01 and #7-11-70-17 (the "California Participating Addenda"), which incorporated the terms of the WSCA Contracts and (at times) California DGS RFO 1070.

EXECUTION VERSION - MAY 22, 2020

SETTLEMENT AND RELEASE AGREEMENT (AT&T - CALIFORNIA)

This Settlement and Release Agreement ("Settlement Agreement") is entered into by and between, on the one hand, the Regents of the University of California, City of Chino, City of Corona, City of Fortuna, City of Fresno, City of Long Beach, City of Oxnard, City of Rancho Cucamonga, City of Ripon, City of Riverside, City of Sacramento, City of San Bernardino, City of San Mateo, City of Santa Rosa, City of Vernon, Los Angeles County, Marin County, Orange County, Riverside County, Sacramento County, San Bernardino County, Santa Cruz County, oma County, Stanislaus County, Yuba County, Santa Ann Unified School District, Sonoma County Water Agency, Woodbridge Fire District (collectively, the "Intervenors"), the Board of Trustees of the California State University ("CSU"), and Relator (defined as OnTheGo Wireless LLC ("OnTheGo"), Jeffrey Smith, any current principal/employee of OnTheGo, and any entity that OnTheGo or Jeffrey Smith controls), on its own behalf and on behalf of the "Non-Intervenors," defined to mean the State of California, the government entities listed in Exhibit A as Non-Intervening Real Party in Interest Political Subdivision Government Plaintiffs, and those Political Subdivisions that initially intervened and subsequently withdrew, including Madera County (the Relator, CSU, and the Intervenors, collectively, "Plaintiffs"), and, on the other hand, New Cingular Wireless National Accounts, LLC d/b/a Cingular Wireless, now known as AT&T Mubility National Accounts LLC ("AT&T"), through their authorized representatives

RECITALS

- AT&T is a Delaware limited liability company with its principal place of business in Dallas, Texas. AT&T provides wireless services and equipment.
- On July 5, 2012, Relator filed under seal a qui tam action in the Superior Court for Sacramento County, captioned State of California ex rel. OnTheGo Wireless, LLC v. Cellco

EXECUTION VERSION - MAY 22, 2020

- 6. The TAC alleges in relevant part that AT&T failed to comply with the WSCA
 Contracts and the California Participating Addenda. Plaintiffs allege that provisions of these
 contracts required AT&T to provide its government customers under those agreements with "rate
 plan optimization reports" and with wireless services at the lowest cost available. Plaintiffs
 further claim that AT&T did not comply with those provisions, thereby allegedly overcharging
 those government customers. Finally, Plaintiffs allege that the WSCA Contracts described above
 required AT&T to preserve certain data and documents, which AT&T supposedly failed to do
- 7. The term "Covered Conduct," as used in this Settlement Agreement, includes all allegations in the California Action (in the TAC or any prior Complaint) relating to AT&T, including but not limited to, (1) AT&T's alleged failure to comply with the WSCA Contracts, participating addenda thereto, and California's related Request for Offer DGS-1070, with respect to provisions that Plaintiffs allege required AT&T to provide government customers purchasing wireless services from AT&T pursuant to those agreements with "optimization reports" and wireless services at the "lowest cost available," thereby allegedly overcharging those government customers, and (2) AT&T's alleged failure to comply with provisions of the WSCA Contracts that Plaintiffs allege required AT&T to maintain certain records identified in the TAC or any prior Complaint.
- The TAC pleads claims by a) Intervenors for violations of the CFCA, for unfair business practices under California Business & Professions Code §§ 17200 et seq., for breach of written contract, and for unjust enrichment; b) CSU for unfair business practices under California Business & Professions Code §§ 17200 et seq., for breach of written contract, and for unjust enrichment; c) Relator, pursuant to the provisions of Cal. Government Code § 12652(e)(1), for violations of the CFCA on behalf of itself and Non-Intervenors. Plaintiffs seek damages, treble

damages, ervil monetary penalties, restitution, injunctive relief, atterneys' fees and costs, and a relator's share oursuses to Cal. Gov't Code § 12652/a).

- 9. On November 12, 2012, Relator filed under seal a qui tam action, State of Nevada ex rel. OnTheGo Wireless LLC v. Celleo P http et al., Case No. CV 12-03093, in Nevada District Court, County of Washoe (the "Nevada Action"), on behalf of the State of Nevada and certain of its political subdivisions, the State of Hawai" and the counties of Oahu, Maui, Hawaii, and Kauai, the State of Iowa, the State of Montana and certain of its political subdivisions, and the State of New Mexico, pursuant to the false claims acts of each of those jurisdictions, naming as defendants Celleo Partnership d/b/a Verizon Wireless, a Delaware general partnership; Sprint Solutions, Inc., a Delaware corporation; New Cingular Wireless National Accounts, LLC, d/b/a Cingular Wireless n/L/a AT&T Mobility National Accounts, LLC, a Delaware limited liability company and T-Mobile USA, a Delaware corporation. The State of Nevada subsequently intervened in that action on behalf of itself and its subdivisions, and the State of Nevada and Relator (the "Nevada Plaintiffs") are the current Plaintiffs in the Nevada action.
- This Settlement Agreement is not an admission of liability or wrongdoing by

 AT&T. AT&T denies all Plaintiffs' allegations, including, but not limited to, those contained in
 the California Action and the Nevada Action.
- 11. This Settlement Agreement resulted from good faith, arm's-length settlement negotiations, including multiple mediation settlems and subsequent discussions with the Honorable Gary Feess and the Honorable Laya Phillips.
- The Parties understand, acknowledge, and agree that the execution of this Scittlement Agreement constitutes the settlement and compromise of disputed claims. This

EXECUTION VERSION - MAY 12, 2020

or been responsible for any affocation proposed therein or the use of the proceeds by any ultimate recipient. As part of the Settlement Agreement, AT&T will not contest the Proposed Allocation or any part of it.

TERMS AND CONDITIONS

Settlement Amount, Releases, and Dismissal with Preludice

- 20. The Parties and the Nevada Plaintiffs have agreed to settle both the California Action and the Nevada Action for one total payment of \$51,000,000 (the "Settlement Funds"), plus a separate payment for attorneys" fees of \$13,000,000, according to the terms and conditions set forth herein and in the concurrent settlement agreement concerning the Nevada Action. The allocation of Settlement Funds between the California Action and the Nevada Action is a matter that has been (and will be) handled separately by and among Settling Plaintiffs and the Nevada Plaintiffs without AT&T's avolvement. AT&T was not and will not be consulted about the allocation of the Settlement Funds nor has it had any input into the allocation. For this reason, AT&T shall not be deemed to have endorsed or been responsible for any such allocation or the use of the proceeds by any ultimate recipient. As part of this Settlement Agreement, however, AT&T will not contest such allocation. As used in this Agreement, the "Settlement Amount" refers to the portion of any Settlement Funds allocated to Settling Plaintiffs, which has been determined to be \$47,904,307.
- 21. In exchange for and in consideration of AT&T's agreement to pay the Settlement Amount, the Settling Plaintiff's agree to dismiss their claims in the California Action against AT&T with prejudice as set forth herein. It is the Parties' intention and a condition of this Settlement Agreement that all claims of the Settling Plaintiff's against AT&T in the California Action be dismissed with prejudice. The Parties, through their counsel, shall execute a Judgment

EXECUTION VERSION - MAY 21, 2020

Settlement Agreement is inadmissible as evidence against any Party except to enforce the terms of the Settlement Agreement.

13. To avoid the delay, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as set forth herein.

DEFINITIONS

- "Settling Government Entities" means Intervenors, CSU, and the Consenting Non-Intervenors, as that term is defined in Paragraph 29 below
 - 15. "Settling Plaintiffs" means the Settling Government Entities and Relator
 - "Parties" means Settling Plaintiffs and AT&T
 - 17 "Court" means the Superior Court of Sacramento County
- 18. "Effective Date" means the day that this document was executed by the counsel identified below, provided, however, that the Settlement Agreement shall not become effective unless and until: a) the Finalization Date, as that term is defined in Paragraph 35; and b) the Settlement Amount, as that term is defined in Paragraph 20, is released on the Distribution Date, as that term is defined in Paragraph 36.
- The "Proposed Allocation," attached hereto as Exhibit A, sets forth the shares of the Settlement Amount that Settling Plaintiffs propose to allocate to Intervenors, Non-Intervenors, Relator, and Plaintiffs' counsel, and will be submitted to the Court in support of this Settlement Agreement. To the extent that Exhibit A includes revenue figures for AT&T, it (and any other documents containing AT&T's revenue data) shall be filed under seal with the Court. The Proposed Allocation is a matter that has been (and will be) handled separately by and among Settling Plaintiffs without AT&T's involvement. AT&T shall not be deemed to have endorsed

EXECUTION VERSION - MAY 22, 2020

by Stipulation ("Stipulated Judgment") in the form attached as Exhibit D, to be submitted to the Court following Final Approval of this settlement as set forth below:

22. In consideration of the obligations of AT&T set forth in this Settlement Agreement, and conditioned upon AT&T's payment of the Settlement Amount, the Settling Government Entities, on behalf of themselves, any and all of their governing authorities, boards, commissions, officials, officers, directors, managers, representatives, employees, contractors, administrators, departments, divisions, agencies, instrumentalities, fiduciaries, accountants, auditors, consultants, insurers and reinsurers, principals, law firms, attorneys, brokers, vendors, ers, privies, agents, predecessors, successors and assigns, as well as the heirs, person representatives, executors, administrators, and predecessors of each of the foregoing, in each case past and present, and each of their successors and assigns (the "Government Entity Releasing Parties"), release AT&T, together with all of its current and former affiliates, parents. members and subsidiaries, and their respective current or former owners, shareholders, purents, nembers, subsidiaries, affiliates, divisions, officers, directors, employees, contractors, administrators, brokers, vendors, partners, privies, agents, managers, representatives, fiduciaries, accountants, auditors, consultants, insurers and reinsurers, principals, law firms, and attorneys, and the heirs, personal representatives, executors, administrators, trustees, beneficiaries. predecessors, successors, subroaces and assigns (direct or indirect) of any of them, in each case past or present (the "AT&T Released Parties"), from any and all claims, rights, actions, suits, ds for complaint, causes of action, arbitrations, liens, demands, controversies, grievances, allegations, accusations, judgments, and liabilities of any kind or nature whatsoever, as well as all forms of relief, including all remedies, costs, losses, liabilities, damages (whenever incurred and of any kind whatsoever, including compensatory, statutory, liquidated, exemplary, or punitive

damages), wages, benefits, debts, expenses, penalties, interest, and attorneys' and other professionals' fees and disbursements, and any other form of relief or remedy in law, equity, or whatever kind or nature and however denominated, whether scaled or unscaled, in law or equity, in contract, tort, or otherwise, known or unknown, suspected or unsuspected, anticipated or unanticipated, and asserted or unasserted, foreseen or unforeseen, including all direct or indirect liability (including, without limitation, vicarious liability) that the Government Entity Releasing Parties ever have, had, or may have had arising out of or in any way connected with the Covered Conduct as to the AT&T Released Parties.

23. Except as to the Nevada Action, which Relator, AT&T, and the State of Nevada intend to settle with a separate settlement agreement, the Relator on behalf of itself, together with all of its current and former affiliates, parents, members and subsidiaries, and their respective current or former owners, shareholders, parents, members, subsidiaries, and their respective current or former owners, shareholders, parents, members, subsidiaries, and their respective current or former owners, characteris, administrators, brokers, vendors, partners, privies, agents, managers, representatives, fiduciaries, accountants, auditors, consultants, insurers and reinsurers, principals, law firms, and attorneys, and the heirs, personal representatives, executors, administrators, trustees, beneficiaries, predocessors, successors, subrogees and assigns (direct or indirect) of any of them, in each case past, present or future ("Relator Releasing Parties"), release the AT&T Released Parties from any and all claims, rights, actions, suits, grounds for complaint, causes of action, arbitrations, liens, demands, controversies, grievances, allegations, accusations, judgments, and liabilities of any kind or nature whatsoever, as well as all forms of relief, including all remedies, costs, losses, liabilities, damages (whenever incurred and of any kind whatsoever, including compensatory), statutory, liquidated, exemplary, or punitive damages), wages, benefits, debts, expenses, penalties, interest, and attorneys" and other professionals' fees

EXECUTION VERSION - MAY 22, 2020

- way connected with the Covered Conduct. Thus, as a matter of law, any TAC claims asserted on behalf of the Non-Consenting Non-Intervenors, but not under Government Code section 12451(a), are not released; and
- ii) may California entities who are not parties to this Agreement.
- In consideration of the obligations of the Settling Plaintiffs set forth in this Settlement Agreement, and conditioned upon Settling Plaintiffs fulfilling their obligations in this Settlement Agreement, AT&T on behalf of itself and the AT&T Released Parties (the "AT&T Releasing Parties") fully and finally releases the Government Entity Releasing Parties and the Relator Releasing Parties from any and all claims, rights, actions, suits, grounds for complaint, ises of action, arbitrations, liens, demands, controversies, grievances, allegations, accusations, judgments, and liabilities of any kind or nature whatsoever, as well as all forms of relief, including all remedies, costs, losses, liabilities, damages (whenever incurred and of any kind whatsoever, including compensatory, statutory, liquidated, exemplary, or punitive damages), wages, benefits, debts, expenses, penalties, interest, and attorneys, and other professionals, fees and disbursements, and my other form of relief or remedy in law, equity, or whatever kind or dure and however denominated, whether scaled or unscaled, in law or equity, in contract, tort, or otherwise, known or unknown, suspected or unsuspected, anticipated or unanticipated, and asserted or unasserted, foreseen or unforeseen, including all direct or indirect liability (including, without limitation, vicarious liability) that AT&T ever has asserted, could have asserted, or may assert in the future against them, griting out of or in any way connected with the California Action and their investigation and prosecution thereof, or arising out of or in any way connected

EXECUTION VERSION - MAY 22, 2020

and disbursements, and any other form of relief or remedy in law, equity, or whatever kind or nature and however denominated, whether sealed or unsealed, in law or equity, in contract, tort, or otherwise, known or unknown, suspected or unsuspected, anticipated or unanticipated, and asserted or unasserted, foreseen or unforeseen, including all direct or indirect liability (including, without limitation, vicarious liability) that the Relator Releating Parties ever have, bad, or may have had assing out of or in any way connected with the Covered Conduct in any jurisdiction.

- 24. The releases set forth in Paragraphs 22-23 above expressly do not encompass:
- a) Claims not arising out of or in any way connected with the Covered

 Conduct as to the AT&T Released Parties, including, any civil or administrative liability
 arising under state or municipal tax laws, any criminal liability; any civil or
 administrative liability that the AT&T Released Parties have or may have under any state
 or municipal statute, regulation, or rule not covered by the Settlement Agreement; any
 liability arising out of any lawsuit in which the complaint was served on AT&T before

 January 31, 2020, pending as of the Effective Date, other than the California Action; any
 liability based on obligations created by this Settlement Agreement; and any liability for
 failure to deliver goods or services due, provided that any such liability does not arise out
 of the Covered Conduct.
- Claims that the Settling Plaintiffs do not have the authority to release, including claims beforeing to:
 - i) Non-Consenting Non-Intervenors, as that term is defined in Paragraph 29, except the specific claims Relator asserted on behalf of the Non-Consenting Non-Intervenors under Government Code section 12651(a) in the California Action arising out of or in any

EXECUTION VERSION - MAY 22, 2020

with the Covered Conduct. The releases in this paragraph expressly do not encompass chains for amounts due on goods or services sold or provided that do not arise out of or are in any way connected with the Covered Conduct.

26. The releases contained in paragraphs 22 through 25 above are general releases of claims arising out of or in any way connected with the Covered Conduct and the Parties intend and agree that each shall be interpreted, construed, and enforced as such. Without limiting the foregoing, the Parties, having been fully advised by counsel of the contents of Section 1542 of the Civil Code of the State of California, expressly waive and relinquish all rights and benefits afforded by Section 1542, and do so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Thus, not with standing the provisions of Section 1542, and for the purpose of implementing a full and complete release of claims, each Party expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims arising out of or in any way connected with the Covered Conduct as to AT&T that such Party does not know of or suspect to exist in such Party's favor at the time of signing this Settlement Agreement.

27. Settling Plaintiffs and AT&T hereby covenant and agree that no Party will (i) assert, file, commence, pursue, intervene in, institute, maintain, or prosecute any claim arising out of in any way connected with the Covered Conduct as to AT&T, including (but not limited to) by way of third-party alaim, crossclaim, or counterclaim, or by right of representation or subrogation, against any other Party; (ii) participate in the assertion, filing, summencing,

pursuing, intervening in, instituting, maintaining, or prosecuting of any claim arising out of or in any way connected with the Covered Conduct as to AT&T against any other Party; and (iii) if involuntarily included in any claim arising out of or in any way connected with the Covered Conduct as to AT&T (e.g., in a class action) will withdraw therefrom

- a) For the avoidance of doubt, this envenant is not limited to California, Nevada, or the states encompassed by the California Action and the Nevada Action, but extends to all jurisdictions anywhere in the United States or the world.
- b) For the further avoidance of doubt, AT&T acknowledges that if there were any other actions initiated by Relator against AT&T in other jurisdictions, and if those actions are currently pending under seal pursuant to those jurisdictions' laws, then: (1) Relator may presently be prevented from disclosing any information about those actions to AT&T by law; and (2) if such actions did exist, then nothing in this Settlement Agreement would prohibit Relator from complying with any order of a court, or any duly issued subpoena or other lawful order, from an authority in any such jurisdiction.
- c) Relator acknowledges that, if any nuch actions did exist, then this Settlement Agreement would bar Relator and its current counted of record in the California Action and the Nevada Action from taking any action other than those required by an order of court, a duly issued subpoena, or other lawful order
- d) Relator represents and warrants that it has disclosed to AT&T all known pending suits against AT&T, to which Relator is a party, that relate in any way to the Covered Conduct in any jurisdiction, except for those suits that the Settling Plaintiffs are prohibited by law from disclosing to AT&T.

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Settlement Aunroyal and Joinder Procedures

- Within the time set by the California Court, Relator shall file a motion with the California Court (the "Approval and Notice Motion") requesting that the California Court enter an order (the "Approval Order"), substantially in the form attached as Exhibit C, that (a) identifies all Consenting California Non-Intervenors; (b) holds that the terms of the Settlement Agreement, including the Final California Allocation (defined below), are appropriate under the allegations of the California Action, taking into account the best interests of the parties involved and the public purposes behind the CFCA, are fair, adequate and reasonable, and were reached in good faith; and, (c) makes such further orders as may be appropriate and necessary. The Motion for Final Approval of Settlement will also attach and submit an unexecuted copy of the California Stipulated Judgment, substantially in the form attached as Exhibit D hereto.
- 29. Non-Intervenors to which Settlement Funds are allocated in the Proposed Allocation. Exhibit A hereto ("Non-Intervenor Customers"), shall be provided the opportunity to consent to the terms of the Settlement Agreement by executing and returning a Consent and Release by Non-Intervenor substantially in the form attached hereto as Exhibit B by a date to be set by the California Court. Non-Intervenors who thereby choose to participate in the Settlement Agreement shall be referred to as "Consenting Non-Intervenors." All other Non-Intervenors are referred to as "Non-Consenting Non-Intervenors." Relator and AT&T understand that the Office of the Attorney General of the State of California has requested that certain departments, agencies, and other units of the State be given the opportunity to consent to the Settlement Agreement on an individual basis. Relator shall notify all such departments, agencies, and units of the State of California eligible to receive a portion of the Settlement Funds to the extent the identities of such departments, agencies, and units are reasonably available, and provide each such department, agency, and unit with the opportunity to consent on an individual basis by

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- c) Relator will move to dismiss with prejudice any pending claims in any jurisdiction against AT&T as to Relator if those claims relate in any way to Covered Conduct, to optimization services or reporting, to the alleged obligation to provide wireless services at the "lowest cost available" to any person or entity, or to any of the claims and allegations set forth in the TAC or any prior Complaint in the California Action or in the Nevada Action.
- ny claims or potential claims relating to Covered Conduct, to optimization services or reporting, to the alleged obligation to provide wireless services at the "lowest cost available" to any other person or entity, or any of the claims and allegations set forth in the TAC or any prior Complaint in the California Action or in the Nevada Action.

 Furthermore, Relator will not assign any such claims or potential claims to any other person or entity. Relator has signed agreements in which it has agreed to transfer a portion of Relator's recovery from the California Action and Nevada Action (i.e., the Relator's share) to others (e.g., Constantine Cannon), but those agreements do not give the other parties (a) any rights to the claims themselves, (b) any right or power to prevent Relator from dismissing the claims, or (c) any right or power to prevent Relator from making and adhering to the covenants, representations, and other agreements that Relator has made in this Agreement.
- g) Except only when required by law, neither Relator nor Relator's current counsel of record in the Civil and Nevada Actions will cooperate with any other governmental entity or its counsel in furtherance of the false claims allegations asserted against AT&T in the Civil and Nevada Actions

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sending each such department, agency, and unit the California Non-Intervenor Notice. Upon its consent to this Settlement Agreement, each such department, agency, and unit shall be treated as a "Consenting Non-Intervenor". Otherwise, it will be treated as a "Non-Consenting Non-Intervenor".

- Any Non-Consenting Non-Intervenor shall be entitled to receive only 90% of the share, if any, that was allocated to it in the Proposed Allocation (the "Non-Consenting Non-Intervenor Portion"). Any Non-Intervenor that wishes to receive the full share allocated to it in the Proposed Allocation must affirmatively consent to this Settlement Agreement and Addendum as provided in Paragraph 29. The remaining portion of the share, if any, that was allocated to the Non-Consenting Non-Intervenors in the Proposed Allocation shall be referred to as the "Non-Consenting Non-Intervenor Remainder." Settling Plaintiffs shall distribute the Non-Consenting Non-Intervenor Remainder to the Intervenors and Consenting Non-Intervenors to whom the Proposed Allocation allocates a share (collectively, the Settling Government Entities, as defined in Paragraph 14), in proportion to each Settling Government Entities. Prior to the Approval Hearing, Plaintiffs shall file with the Court a Final Allocation that reflects the final shares allocated to each Settling Government Entity and Non-Consenting Non-Intervenor.
- 31. Any Non-Consenting Non-Intervenors are not "Parties" as defined by and used in the Settlement Agreement. Any Non-Consenting Non-Intervenors, any and all of their governing authorities, boards, commissions, officials, officers, directors, managers, representatives, employees, contractors, administrators, departments, divisions, agencies, instrumentalities, fiduciaries, accountants, auditors, consultants, insurers and reinsurers, principals, law firms, attorneys, brokers, vendors, partners, privies, agents, affiliates, predecessors, successors and

assigns, as well as the heirs, personal representatives, executors, administrators, predecessors, successors, and assigns of each of the foregoing, in each case past or present are nonetheless bound by Relator's release of the AT&T Released Parties from the specific claims Plaintiffs asserted under Government Code section 12651(a) in the California Action in any way connected to the Covered Conduct, pursuant to California Government Code Section 12652(c)(1). The Non-Consenting Non-Intervenors are not otherwise bound by any of the lemma of the Settlement Agreement, including specifically the other releases contained herein.

- 32. AT&T and Relator shall cooperate together to request from the California court a date for the Approval Hearing, to be held as early as is reasonably convenient. Prior to the Approval Hearing, Relator shall file a Final California Allocation that reflects the adjustments to each entity's allocation that are caused by any Non-Consenting California Non-Intervenor's failure to consent. At the Approval Hearing and thereafter, AT&T and Relator shall take any reasonable steps needed in order to enable the Court to enter the Final Approval Order and Stipulated Judgment. After the California Court enters an Approval Order consistent with the material terms of this Settlement Agreement, Plaintsfit shall execute and file the Stipulated Judgment in the form provided hereto as Exhibit D.
- 33. If any California entity challenges the Proposed Allocation prior to the Approval Hearing on the ground that the underlying AT&T data mis-states any entity's spending on AT&T wireless services, then AT&T agrees to make reasonable, good-faith efforts to assist Relator's counsel in responding to the challenge, including, if necessary, reasonable efforts to obtain additional information and/or data. Settling Plaintiffs with not request any such assistance unless there is a challenge by a California entity.

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filed. If the requisite Form W-9 is not received prior to the date for the Motion for Final Approval, AT&T shall instead release the Settlement Amount within seven (7) days of receiving the completed form. The allocation of the Settlement Amount is a matter that has been (and will be) handled separately by and among Settling Plaintiffs and Nevada Plaintiffs without AT&T's involvement. AT&T was not consulted about the allocation of the Settlement Amount nor has it had any input into the allocation. For this reason, AT&T shall not be deemed to have endorsed or been responsible for any such allocation or the use of the proceeds by any ultimate recipient. As part of the Settlement Agreement, however, AT&T will not contest such allocation.

37. By the deadline established in Paragraph 35, AT&T shall also pay to Relator's counsel \$13,000,000 in settlement of Relator's claims for reasonable attorneys' fees, costs, and expenses pursuant to Cal Gov't Code \$ 12652(g)(ii), Nev. Rev. Stat. § 357 180(1), and any other statute providing for recuvery of attorneys' fees, costs, and expenses in both the California Action and the Nevada Action ("Relator's Attorneys' Fees Amount"). The payment shall be made by electronic funds transfer to Constantine Cannon LLP for deposit in account number 76-0223952-2 (bank routing number 226070403) of Constantine Cannon LLP. Constantine Cannon LLP shall provide AT&T with a properly completed and duly executed Form W-9 for that client trust account on or before the date the Motion for Final Approval is filed. The allocation of the Relator's Attorneys' Fees Amount among Plaintiffs' counsel, and between the California Action and the Nevada Action, is a matter that has been (and will be) handled separately by and among Plaintiffs' counsel without AT&T's involvement. AT&T was not consulted about the allocation of Relator's Attorneys' Fees Amount among Plaintiffs' counsel or between the California Action and the Nevada Action, nor has it had any input into the allocation. For this reason, AT&T shall not be responsible for and shall not be deemed to have endorsed any such allocation or the use of

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Payment and Final Dismissal

- 34. All Parties agree that entry of judgment is expressly contingent upon: (a) the Intervenors, through their authorized representatives, obtaining all necessary approvals for this Settlement Agreement from their governing bodies; and (b) the Court granting the Motion for Approval of Settlement and entering the Approval Order. Plaintiffs shall file an unexecuted version of the Stipulated Judgment with the California Court together with the Motion for Approval, and the Motion for Approval will request that the Court enter the Stipulated Judgment promptly after entering the Approval Order.
- 35. The "Finalization Date" shall be a) the date of entry of the Stipulated Judgment by the Court, if there has been no opposition or objection made to the Court, or b) if any person or entity has objected, (i) the date of the passage of the deadline under California Rule of Court 8 104(a) to file a notice of appeal or (ii) if any notice of appeal has been filed, the date of the final disposition of any such appeal, which disposition approves entry of the Stipulated Judgment.
- 36. Within seven (?) days of the Finalization Date. AT&T shall release the Settlement Amount to Relator's counsel for further disbursement pursuant to the Final Allocation approved by the Court ("Distribution Date") if, at that time, the Nevada Plaintiffs and AT&T have executed a complete, final settlement agreement relating to the Nevada Action. If a settlement agreement concerning the Nevada Action has not been executed by seven (?) days after the Finalization Date. AT&T shall instead release the Settlement Amount as described in this paragraph within seven (?) days of the Nevada settlement agreement being executed. The payment shall be made by electronic funds transfer to Constantine Cannon LLP for deposit in account number 76-0239/32-2 (bank routing number 2260/0400) of Constantine Cannon LLP. Constantine Cannon LLP shall provide AT&T with a properly completed and duly executed Form W-9 for that elient trust account on or before the date the Motion for Final Approval is

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the proceeds by any ultimate recipient. Payment of the Relator's Attorney's Fees Amount constitutes payment in full by AT&T for any and all of Relator's attorneys' fees and costs by AT&T in the California Action and in the Nevada Action. AT&T shall not be liable for, and all Plaintiff's waive and release, any other claims for attorneys' fees or costs incurred or to be incurred regarding claims related in any way to the Covered Conduct.

38. Upon making the payment of the Settlement Amount and Relator's Attorneys'
Fees Amount, AT&T shall have no rights to the allocation or distribution of the Settlement
Amount or Relator's Attorneys' Fees Amount. Under no circumstances shall AT&T be obligated
as a result of this Settlement Agreement, the California Action, or any claim released herein to
pay to Plaintiffs, or any of their counsel, by way of damages, penalties, fees, or otherwise, more
than the Settlement Amount and the Relator's Attorneys' Fees Amount set forth. Relator further
represents and warrants that the Relator's Attorneys' Fees Amount includes all fees and costs
incurred in connection with the Nevada Action, which AT&T and the Nevada Plaintiffs shall
settle under separate agreement, and that it will not seek additional fees or costs from AT&T in
connection with the Nevada Action.

Additional Terms of Settlement

39. Should the Intervenor' governing bodies or the Court decline to approve all material aspects of the Settlement Agreement, if the Court makes rulings materially altering the terms of the Settlement Agreement, if the Settling Parties and Nevada are not able to agree on the allocation of the Settlement Funds between the Settling Parties and Nevada, or if for any reason the Court determines not to enter a final order or judgment consistent with the terms of this Settlement Agreement, then AT&T or Plaintiffs may declare the Settlement Agreement null and void by providing written notice within five (5) business days of any such decision, in which case the Parties shall return to their positions as of the date prior to this Settlement Agreement,

the California Action shall proceed as if no settlement had been attempted, except as to any discovery stay ordered in the case, and AT&T shall have no obligation to make any payment, including payment of any portion of the Settlement Funds or Relator's Attorneys' Fees. However, notwithstanding the foregoing, in the event the Court determines not to enter a final order or judgment consistent with the material terms of this Settlement Agreement, AT&T and Plaintiffs shall meet and confer in good faith in an effort to negotiate a revised Settlement Agreement that is mutually acceptable to AT&T and Plaintiffs and consistent with the Court's rulings.

- 40. AT&T may declare this Settlement Agreement null and void by providing written notice if no settlement agreement is executed in the Nevada Action before the Finalization Date or if a court rejects or materially alters the terms of any such settlement agreement before the Finalization Date. If either of those events occur, then AT&T and Plaintiffs shall meet and confer in good faith in an effort to negotiate a revised Settlement Agreement that is mutually acceptable to AT&T and Plaintiffs and Nevada, and/or is consistent with the court's rulings.
- 41. Should this Settlement Agreement for any reason not become final, all Parties reserve their rights to make all arguments and defenses whatsoever, including, but not limited to, challenges to the Relator's ability to proceed on behalf of any or all Non-Intervenors and objections to any attempts to intervene in the hitigation (past or future), and each Party agrees that it shall not assert that another Party has waived or is otherwise prevented from asserting any argument or defense by virtue of negotiating, entering, or seeking approval of this Settlement Agreement.
- All Parties agree and hereby stipulate that the five-year period in California Code of Civil Procedure section 583 310, et seq. has been extended and tolled during the time period

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compromise within the provisions of California Evidence Code § 1152, and any similar statutes or rules, and shall not be used or admitted in any proceeding for any purpose including, but not limited to, as evidence of liability or wrongdoing by any of the AT&T Released Parties, nor shall it be used for impeachment purposes, to refresh recollection, or any other evidentiary purposes; provided, however, that this paragraph shall not apply to any claims to enforce any provision of this Agreement.

- 45. This Settlement Agreement is intended to be for the benefit of the Parties only
- 46. Aside from the payment of the Relator's Attorneys' Fees Amount as set forth in Paragraph 37 above, each Party shall bear its own legal fees and other costs incurred in connection with this matter, including the preparation and performance of this Settlement Agreement.
- 47 This Settlement Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Settlement Agreement's tax consequences. Each Party is solely responsible for any and all taxes, interest, and penalties due and owing, if any, should any monetary benefit described in this Settlement Agreement and/or any other documents related to this Settlement Agreement, be deemed as taxable.
- 48. Each Party and signatory to this Settlement Agreement represents that it freely and voluntarily enters into this Settlement Agreement with the benefit of legal counsel and without any degree of durers or compulsion.
- 49. Dispute Resolution and Enforcement. All questions with respect to the construction or interpretation of the Settlement Agreement and the Parties' rights and liabilities shall be governed by the laws of the State of California. This Settlement Agreement and any

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beginning (1) on the date on which the Parties sought a discovery stay and extending until (2) the date on which any Party informs the other Parties that (a) the Court has entered an order that either doclines to approve all material aspects of the Settlement Agreement or materially alters the terms of the Settlement Agreement; and (b) the Party deems the five-year period to have recommenced.

- 43. The Parties agree that with respect to documents designated as containing Confidential or Highly Confidential Information pursuant to the Protective Order entered in the California Action (the "Protective Order") which were produced by Plaintiffs to AT&T and/or which were produced by AT&T to Plaintiffs, the finalization and approval of this Settlement Agreement constitutes a final termination of the action between the Parties, and each Party will destroy or return to the producing party any such documents containing Confidential or Highly Confidential Information within 15 days of the Finalization Date in accordance with paragraph 9 of the Protective Order, unless the Parties have either stipulated to or obtained a court order allowing for the retention of those documents. In addition, the Parties will either return or destroy all "Non-Retanable Materials" subject to the Protective Order (as defined in Paragraph % of that Order). The timing to complete the return or destruction of documents pursuant to this paragraph specifically supersedes any potentially different deadline set forth in the Protective Order. The Parties further agree that they continue to be bound by the restrictions in the Protective Order after the Effective Date, as provided in paragraph 9a of the Protective Order.
- 44. This Settlement Agreement does not constitute an admission by any of the AT&T Released Parties, or evidence of any liability or wrongdoing whatsoever, including, but not limited to, any liability or wrongdoing with respect to any allegations that were or could have been raised in the California Action. The Parties agree that this Agreement is the result of a

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other document referenced herein or attached hereto is admissible in any action or proceeding to enforce the terms of this Scitlement Agreement.

- a) Disputes between Non-Intervenors and AT&T. If any disputes arise out of this Settlement Agreement between Non-Intervenors on the one hand, and AT&T on the other hand, said disputes are to be resolved by the Superior Court for the County of Sacramento, including by means of actions brought pursuant to Section 664 6 of the California Code of Civil Procedure. If any Non-Intervenor so chooses, in its sole discretion, then the Non-Intervenor may make use of the arbitration procedure described immediately below.
- b) Disputes between Interveners or Relater and AT&T. If any disputes arise out of finalization of the settlement documentation or the settlement itself, between Intervenors or Relator on the one hand, and AT&T on the other hand, said disputes are to be resolved by Judge Layn R. Phillips first by way of mediation, and if mediation is unsuccessful, then by way of final binding, non-appealable arbitration by Judge Phillips.

 If Judge Phillips is not available, then the final binding, non-appealable arbitration shall be conducted in California under the provisions of the then-current rules of the American Arbitration Association by a mutually agreed-upon arbitrator.
- 50. This Settlement Agreement is the result of arm's-length negotiation between the Parties, and all Parties, directly and through counsel, have contributed substantially and materially to its preparation. For purposes of construing this Settlement Agreement, this Settlement Agreement shall be deemed to have been drafted by all Parties to this Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute, and the canon of contract interpretation set forth in California Civil Code

Section 1654 as well as under any other statutes or common law principles of similar effect (both is California and in any foreign jurisdiction) shall not be applied.

- 51. This Settlement Agreement constitutes the complete agreement between the Parties with respect to resolution of the Covered Conduct and supersedes any and all other prior and contemporaneous oral or written agreements, communications, or representations.
- 52. This Settlement Agreement is executed without reliance upon any representations, understandings, or commitments, whether formal or informal, or oral or written, other than those expressly set forth in this Settlement Agreement.
- 53. This Settlement Agreement may not be amended except by written consent of AT&T and Settling Plaintiffs
- 54. The understaned represent and warrant that they are fully authorized to execute this Settlement Agreement on behalf of the Parties so indicated by their signature
- 55. This Settlement Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Settlement Agreement.
- 56. This Settlement Agreement is binding on the Parties' successors, transferees, beirs, and assigns.
- 57. Facsimiles or PDF copies of signatures shall constitute acceptable, binding signatures for purposes of this Seulement Agreement.
 - 58. Each Party represents and warrants that!
 - it has the full legal authority, right, and capacity to enter into this Settlement Agreement and to bind the Party to perform its obligations hereunder, including any third-party authorization necessary to release the claims being released hereunder

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provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement to be performed by such other Party. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Settlement Agreement shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent or contemporaneous, under this Settlement Agreement.

- All of the exhibits attached to this Settlement Agreement are material and integral parts hereof and are hereby incorporated by reference as if fully set forth herein
- 62. The Parties and their respective counsel agree to cooperate fully with one another in order to effect the consummation of the settlement of the California Action,
- 63. Any notices required under this Settlement Agreement shall be provided by both e-mail and also by U.S. mail, as follows:

To Plaintiffs:
William Christopher Carmody
bearmody @ susmangodfrey.com
Arun Subramanian
asubramanian @ susmangodfrey.com
*** Rong Steven Shepard sahepard & susmangodfrey.com Susman Godfrey LLP 1301 Ave. of the Americas, Fl. 32 New York, NY 10019

Wayne T. Lamprey wlamprey a constantine cannon com Anne Hayes Hartman ahartman a constantinecannon com Ani Trana d' constantine autoria.

Ari Yampolsky a constantine cainon com
Constantine Cainon LLP
130 California Street, Suite 1600
San Francisco, California '94111

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- b) this Settlement Agreement has been duly and validly executed and delivered by such Party and, assuming due authorization, execution and delivery by the other Parties, constitutes a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms
- the execution and delivery of this Settlement Agreement, the performance by such Party of its obligations hereunder, and the consummation of the transactions contemplated hereby, will not! (i) result in the violation by such Party of any statute, law, rule, regulation, or ordinance or any judgment, decree, order, typit, permit, or license of any governmental or regulatory authority applicable to such Party; or (ii) require such Party to obtain any consent, approval or action of any person, which consent, approval, or action has not already been obtained of accomplished by such Party.
- d) it has not assigned, subrogated, pledged, loaned, hypothecated, conveyed, or otherwise transferred, voluntarily or involuntarily, any claims based on the Covered Conduct, or any interest in or part or portion thereof, specifically including any rights arising out of or in any way connected with claims based on the Covered Conduct, to any other person or entity; and
- e) it has read and understands this Settlement Agreement and it has had the opportunity to consult with its attorneys before signing it.
- 59. Each of the Parties hereto perces to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action necessary to effectuate the intent and purposes of, and to early out the terms of, this Settlement Agreement.
- 60. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the

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TeATAT: John C Richter jrichter a kalaw com Nikesh Jindal Nikesh Jindal njindal @kslaw.com King & Spalding LLP 1700 Pennsylvania Ave., N.W., Washington, D.C., 20006

ISIGNATURE PAGES FOLLOW BEGINNING ON NEXT PAGE!

SIGNATURES

APPROVED AS TO FORM AND CONTENT:

Dated; June 10, 2020

King & Spaking LLP

By: Jack

John C. Richter

John C. Richter
Attorney for New Cingular Wireless National
Accounts, LLC d/b's Cingular Wireless, now
known as AT&T Mobility National Accounts
LLC

AGREED

Dated: May 22, 2020

NEW CINGULAR WIRELESS NATIONAL ACCOUNTS, LLC D/B/A CINGULAR WIRELESS, NOW KNOWN AS ATE T MOBILITY NATIONAL ACCOUNTS LLC

Xavier Williams

Its: President - Government Solutions & National Business

DANG THE ATTERNATION OF THE PARTY OF THE PAR

SIGNATURE PAGE FOR INTERVENORS - ATAT SETTLEMENT AGREEMENT

Dated:

Signature

Print Name

Title

On behalf of

Intervenor Name

EXHIBITS AND DEFINED TERMS

Exhibits

- Α. Proposed Allocation
- 8 Consent and Release by Non-Intervenor
- C... Final Approval Order
- D. Stipulated Judgment

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Dated: June 10, 2020

CONSTANTINE CANNON LLP

Dated: June 11, 2020

SUSMAN GOOFREY L.L.P.

By: Directory

William Christopher Carmody Aucracy for Relates, on hehalf of inelf and political subdivisions identified in the Third Amended Complaint, and for Interveners

Dated: June 10, 2020

ONTHEGO WIRELESS, LLC

Its: Managing M

PARTITION AS YOU SHOULD SHOW THE A 1-STREET

Non-Consenting Non-Intervenor Remainder, 15 Non-Consenting Non-Intervenors, 14 Non-Intervenor Customers, 14 Non-Intervenors, 1 Non-Intervenors, 1

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<u>EXHIBIT A</u> PROPOSED ALLOCATION

PYHIRIT.A PROPOSED ALLOCATION

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4\$ Cay of Oakland	12002	£11/3,218		\$176.6
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97 City of Palmida	\$1,044		BELLEV THE T	4.5
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107 I for at language	\$2,920			81.4
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104 City at least file (600			
				\$1,7
101 Cay of Regime	\$2,991	(1,3%)		

Appendix B of the Declaration of P, Kine dated June 8, 2020
ATBLY Proposed Allocation

-2
Case No. 34-2012-00127517

DEC, OF P, KLINE 89 SUPP, OF MOT, FOR APPROVAL OF ATBLY SETTLEMENT

PXHIBIT A
PROPOSED ALLOCATION

ATAT Revenue (Charges Subject to Optimizati

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	o California State University	\$1,547,713	\$101,02\$	\$129.417	\$1,034,560
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5 City of Evritors		- Bo	ŧυ	\$0	<u> </u>
& City of Frence		104	638	\$19	\$15
7 First Long Bunch		\$11,927	0.697	31.30	\$10.44
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of 1 left of Hamalier I Magazine	70	\$16.927	_464.21 <u>]</u>	11154	\$10,54
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15 City of Santa Rosa	the section of the section of the	847%	U \$1,194	\$183	\$3.69
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17 Control of East Aspella		£1 611 367	To \$745 \$74	1,401,0	\$1407 hr
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19 County of Finnings		5 1942.136	SINE IAS	141116	336175
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22 County of San Darmard		\$592316	\$140,120		Chun ton
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In Company of Value		\$41 679	\$10.464	53 550	130.00
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19 Consent County States		1114	\$5.799	5413	Det.
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12 Rang of California		\$4,714,403	54,176,106		\$1,338,6E
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15 Alex Violent Select 1		16,44	\$1,913		\$1,ed
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Appendix B of the Declaration of P, kine dated June 8, 2020
ATAT Proposed Allisation
DCC, OF P-STARE IN SUPP. OF MOT FOR APPROVAL OF ATAT SETTLEMENT

COMMON TO BE STARE IN SUPP. OF MOT FOR APPROVAL OF ATAT SETTLEMENT

EXHIBIT A

PROPOSED ALLOCATION

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107 Car of Referris Breach				- 9
100 Cay of Hocke	\$11 Pk2			\$6.77
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139 Cay of Early Ports	\$1 820			
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17 Cay of booth San I concessor	\$446	-25110	No.	129
17) Calcul Studios	91172,420		\$	\$19,476
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139 Clave Under School Delengt		374		and the second of the
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114 County of Alicenta	- Pallace	End of		6176.44
10 County of Posts	19.19	\$34,279		\$12.79
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	AF-0- \$207.461			£303,63
118 Carry of Elitorate	494 (40	£39 NO		61201
(3) County of Section 1997	PM189			\$5.99,841
148 County of Ulicon	\$16,548	\$7.698	-,	\$10.47
(d) Carry of Florida	\$112,754	157.073		\$75.65
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10 County of Kings and Administrative of Artist Street	11 LU			Setol_he
144 County of Late And	100			\$30
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1 of County of United States of County of Coun	E 634			\$2/3/ 13,8/
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161 County of Enlayers	E pro, tax		A STATE OF THE OWNER, OR STATE OF	(107.6)
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ted County of Tollama	\$8 899			£5 m?
(4) County of Transp	90			

Appendix 8 of the Declaration of P, Kime dated Axio 8, 2020
ATAT Proposed Allocation

OEC. OF P, KIME IN SUPP. OF MOT. FOR APPROVAL OF ATAT SETTLEMENT

Case No., 34-2012 00117517

PROPOSED ALLOCATION

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200 Service Contract Submed District.	15.10	\$2.000		\$1.0
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10) I America District Control of Control of the Control of Contro	- 60	- 1		
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210 East-Chichael National Chapters	Separa	E31417		\$37.7
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19 Identical Plonting Caldwrite Reported Rad Authorite	18109	\$69.964		\$917
12 Manual Company Company	100,007	- 6		4-7-1
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1/2 Microstoths Includ School Surpay	14,114	11 1572	_	11:40
11) Ministery Passeula Reputat 1 wh (Instit	1479	11 1177		()4
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234 Moreow Volley Control School Statesct	\$3.400	93,500		\$1 W

Appendix B of the Declaration of P. Eline dated June 8, 2020
AT&T Proposed Allocation
DEC. Of P INTINE IN SUPP. OF MOST FOR APPROVAL OF AT&T SETTLEMENT

Case No. 14-1012-001227517

EXHIBIT A
PROPOSED ALLOCATION

	Grand Stationard	Helister's Share Subject to court	Configura	No female
184 Two Rivers Carfold School Control	\$393.545	646 824		Sail T
[15] Venime Part Limited			Title -	A - JA - A
296 Victor Clamatory Eulerel Dates.	109	1427		- 0
267 Vactor Valley Tripped Amberday	50	50	11,000	10 mm - 140
188 Valuebold School Detruit	1313	\$121		16
129 Veralus Unified School District	94 (02)	\$36,198	and the second	\$50.0
200 Vista Irragutum Demosi	B471	1175		14
201 Viola Unified Belton Prompt	99	- 6		
242 Nation Value Valor Shored	Bythe .	\$412		15
July Wast Ray Executory District	11,3-3	644)		- 5
294 Kimi Cuntry Costs Physical School District	Se Tora	\$1.911		5) 8
20 Keet County Sentenment Berling	to the	19	The second second	
Tim. Support & Barragood Musey Electrical	£700	\$165	_	4.9
201 Shillian Cores (High School District	- In	- 60		
No Wollow Creek Community Surveys (Noted)	90	-19		
166 William Charle Five Protection Destroit		7.4	-	
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10 / Yorks Landy State Lindred	\$1,442	5 14,397	-	541
105 You make Community Collision District	100	6 \$1,156	and the second	6.3
104 Visks Palme Department	60	The same of		
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10th Value Community College Floring	ALC: BOX	To B State		- U
to T Young Livery and East Destroy	- 6	- 6		
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Relator Afterneys' Foca Amount	\$13,000,000			

EXHIBIT A
PROPOSED ALLOCATION

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242 Club diju Josep Lindard School (Jorean	50			- 1
(3) Califold Lingland Related Destroit	\$3			
2 hd s haltland I regland School Protect	\$3 196	\$2.214		\$2.96
(1) Chemistrat Public Freity Property	(4)			532
230 Oliverstom Manuspal Water Dennict	\$10			- 1
2)7 (http://doi.org/10.0001017	£14	£10)		118
218 Cironga County Enterpertaines Applicanty	£36,185	\$23,Rda		\$1110
239 Orange Unafford Subsoul District	\$ 178 997	17,000		\$101.02
240 Passes Valley Freefood Rabonst District	ta ta	49 50.	_	
127 Palester Proposition (August Display) and additional and and additional additional and additional addit	No.	4.0		
242 Phodona Aras Community College Distant	Tr.		e e	
14) Paradana (Carina Habari Dahara)	The second secon			
244 Petitions School Joseph 31 January Verlag Louis (Subset College)	\$10m 114	W \$43 079		\$17.00
23 Pagesta Verbal Locks (Subset Salard Descript	\$10.412			
246 Placer Hells Fary Protections Destroys	-	in to		
247 Personal Unified Salural District		-		
146 Part Can I am Harbor Downset		- 4		
200 Personalis Development Caster	9 10 14			832
250 Persoy Confed School District	52 mg/l	\$1.144		
	S 134/4	19.301		\$1.51
25) Bodin Clerked School District 252 Birkem Ranch Community Services District	V 10			
20 Eman Valley Unifol School Phones				\$1 \$1
254 Kan Hondo L'onnematy College Lystrat				53.47
255 Eguna (Uniford Statum) (Debyted	14 089	\$2,618 \$8		5,147
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2 ⁴ Reverse United School Dates		\$19,652		\$11.6
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	\$104	1346		\$45
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131 17 17 17 17 17 17 17 17 17 17 17 17 17	\$141,051	fan c.52		\$80,59
2nd Smillidenik Vallet Cindred Rage	th)	10 Pu		1
NS Earl Recognition (New Construct Engages) (Temporal	- 46	54		
200 San Dreyn Community College Durings	\$11.471	\$4 912		\$6,51
267 San Principles Boy Arch Report Transa Flutral		10		54
268 San Francisco Tradinal School (Natrical	\$208	\$29		\$10
200 Son Soulate Literard Subsect District		90		
170 San Josephin Regional Raid Commission	£36.711	\$11.992		\$17.22
37) Sen Sete United School District	- Da	- ta		- 6
272 San Fron Lindson School (Instruct	Sint aco	Sin erit		\$61.90
27) San Afiginal School District	- 10	50		- B
234 Santa Creat Politica Labourem	\$4.275	82,697		\$137
279 Santa Fe Invention District				
276 South Cross Air Quality Monocement Electrical	\$192.674	178 550		5 (ed. ()
277 Shorkson (and Water Challeng)		57E 73G		
278 Noveline Value School Systems	\$9 \$0	Su Su		0
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	\$0 \$0 \$246,757	\$0 \$0 \$100,100		\$1 6.

Appendix 8 of the Declaration of P. Fine stated time 8, 2020
ATER Proposed Allocation

DEC. OF PILINE IN SUPP OF MIDT FOR APPROVAL OF ATER MITTLEMENT

Case No. 34-2017-00127517

IRESERVEDI

EXHIBIT H

CONSENT AND RELEASE BY NON-INTERVENOR

Consent and Release for Non-Intervenors

- 1. The undersigned has received and reviewed a copy of the Settlement and Release Agreement executed by and between Defendant New Cingular Wireless National Accounts, LLC d/b/a Cingular Wireless, now known as AT&T Mobility National Accounts LLC ("AT&T"), Relator OnTheGo Wireless, LLC, and the political subdivisions that intervened in State of California ex rel. OnTheGo Wireless, LLC v. Cellco Partnership d b'a Verson Wireless, et al., Case No. 34-2012-00127517, which is pending in the Superior Court for Sacramento County ("Settlement Agreement"), the Notice of Proposed Settlement, and the Order of the California Court approving the settlement approval process.
- The undersigned hereby represents and warrants that he or she is fully authorized to provide binding consent on behalf of the Non-Intervenor identified below.
- 3. By signing below and returning this document to Plaintiffs" counsel purrount to the terms of and by the deadline set forth in the Court's Order, the ideatified Non-Intervenor hereby agrees to be bound by the terms of the Settlement Agreement, including specifically the releases contained therein, and to be treated as a Party to the Settlement Agreement for all relevant purposes

Consent and Release by Non-Intervenors

EXHIBIT C

FINAL APPROVAL ORDER

Test for Proposed Order for Final Approval of Settlement with Defendant AT&T

The Plaintiffs' Motion for Final Approval of Settlement with Defendant AT&T ("Motion") came on for noticed hearing before the Honorable Judy Holzer Hersher, presiding, on the date and time set forth above. Appearances are reflected on the record.

Due and adequate notice having been given of the motion, and the Court having considered the moving papers, including all points and authorities and evidence submitted therewith, and any opposition or objections to the Motion, and the arguments of counsel at hearing, and all other matters properly presented to the Court in relation thereto, and good cause appearing therefore, IT IS HEREBY ORDERED THAT:

- The Court issued a Tentative Ruling on ______ , which required appearances. The Tentative Ruling is attached as Exhibit A hereto and incorporated herein.
- The Court finds that the Settlement is fair, reasonable, in the best interests of the
 parties involved, and in furtherance of the public purposes behind the California
 False Claims Act, California Government Code sections | 2650 et seq ("CFCA").
- 3 The Court finds that the Non-Intervenor Customers identified as Contenting Non-Intervenors on Exhibit B hereto have consented to the settlement and are deemed parties to the Settlement Agreement for all purposes.
- 4. The release provisions of the Settlement are fair and reasonable.
- 5 The proposed pro rata settlement allocation among AT&T customers based on the Final Allocation set forth on Exhibit B hereto is fair and reasonable.
- The Court approves a 25% allocation to Relator from the Intervenors' gross settlement allocation.
- The Court approves a __% allocation to Relator from the Non-Intervenors' gross settlement allocation.

Signature
Print Name:
Tule:
On behalf of:

Consent and Release by Non-Intervenors

2

NYTHOUSE chapter

EXHIBIT D

STIPULATED JUDGMENT

Whereas, Plaintiffs reached a scittement with Defendant New Cingalar Wireless National Accounts, LLC drus Cingalar Wireless, now known as AT&T Mobility National Accounts LLC ("AT&T"), which scittement was subject to approval by this Court and the satisfaction of conditions agreed to by the Scitting Parties;

Whereas, on ______ the Court entered the Final Approval Order approving the settlement between Plaintiffs and AT&T on the terms and conditions set forth therein, and,

Whereas, all conditions for submission of this stipulated judgment have now occurred;

Now, therefore, the Settling Parties stipulate and agree that pursuant to California Government Code section 12632(e)(1), all claims in the Civil Action against AT&T are hereby DISMISSED in their entirety WITH PREJUDICE.

[PROPOSED] ORDER

The court, having reviewed the above stipulation of the parties, and being familiar with the record of this case, diemistes this action as to Defendant New Cingular Wireless National Accounts, LLC d/b/a Cingular Wireless, now known as AT&T Mobility National Accounts LLC (AT&T) with prejudice.

Exhibit E

E-mail to: WirelessOptIn o constantinecannon com

You will receive a reply confirming receipt of the Consent Page. Please use this address for the submission of Consent Pages only. Contact information for any questions is below.

If a Non-Intervenor does not execute the Consent Page, and therefore does not agree to be bound by the Terms of the Settlement Agreement, then the Non-Intervenor will receive only 90% of the amount allocated to it in the Proposed Allocation.

In addition, Plaintiffs will apply to the Court for a Relator's share pursuant to California Government Code section 12652(g)(3) and attorney fees pursuant to California Government Code section 12652(g)(8). As set forth in the Motion for Approxal and the Proposed Allocation, Plaintiffs are requesting a Relator's share of 41% with respect to any amounts allocated to Non-Intervenors, and have entered into a Settlement Agreement with AT&T to receive attorneys' fees.

Hearing

The Court has set a hearing for final approval of the Settlement Agreement for September 24, 2020, at 11:00 am in Department 92 or 96 of the Sacramento Superior Court, located at 96.05 Kiefer Boulevard, Sacramento, California. The purpose of the hearing is to determine whether terms of the Settlement Agreement—including but not limited to the dismissal of the California Action with prejudice as to AT&T, the releases, and the Proposed Allocation among the Parties, Relator, and Plaintiffs' counsel—are in all respects fair, adequate, and reasonable, and in the best interests of the parties involved, serve the public purposes behind the CFCA, and should be finally approved.

In the event that it becomes necessary to postpone this hearing, then Relator's counsel will, within 5 calendar days of the Court's postponement order, (a) serve the order on you by mail, and (b) make the order available on the website: has Heart Intercount by county the Intervenue of the order available on the website: has Heart Intervenue or the order available on the website:

Similarly, in the event that it becomes necessary to disallow in-person appearances at the hearing, then within 5 calendar days of the Court's order requiring any attendance at the hearing to be remote/helephonic rather than in-person, Relator's counsel will (a) serve the order on you by mail, and (b) make the order available on the website. Such service shall include an updated notice that contains necetting identification number(s) and login information, if any, that are necessary for remote attendance.

How to object

The Court has ordered that my Non-Intercenor who objects to the approval of the proposed settlement may appear at the Hearing to show cause why the proposed settlement should not be approved. Pursuant to the Court's order, objections to the settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court.

Any Non-Intervenor wishing to make an objection is requested to file written notice of its intention to object, together with supporting papers stating specifically the factual basis and legal

Non-Intervenor Customer Notice (AT&T Settlement)

Notice of settlement with defendant New Cingular Wireless National Accounts, LLC d/b/a Cingular Wireless, new known as AT&T Mehility National Accounts LLC ("AT&T"), and distribution of settlement proceeds in State of California ex rel. On TheGo Wireless, LLC v. Cellco Partnership d/h/a Verizon Wireless, et al., Case No. 34-3013-00127517 (Sacramento Superior Court)

Dear Sir or Madam,

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You are receiving this letter because [ENTITY] is a non-intervening real party in interest ("Non-Intervenor") in State of California ex rel. On The Go Wireless, LLC v. Celloo Partnership at b a leviton Wireless, et al., Case No. 34-2012-00127817, which is pending in the Superior Court for Sacramento County. Defendant New Cingular Wireless National Accounts, LLC db/a Cingular Wireless, now known as AT&T Mobility National Accounts LLC ("AT&T"), and Planniffs have entered into a Settlement Agreement in the case, and [ENTITY] has been identified as a party that will receive a share of the AT&T settlement payment.

The lewent

The lawsuit was filed by Relator On The Go Wireless, LLC on July 5, 2012, pursuant to the California False Claims Act ("CFCA"), on behalf of real parties in interest the State of California and political subdivisions identified therein. The lawsuit, which named several defendants, including AT&T, generally sileged that Defendants failed to comply with the terms of cooperative purchasing agreements the Western States Contracting Alliance ("WSCA") awarded to Defendants to provide wireless equipment and services to California government entities. As relevant here, Plaintiffs allege the WSCA agreements, and other agreements related to them required AT&T to provide its California government customers purchasing wireless services pursuant to those agreements with "rate plan optimization reports" and wireless services at the lowest cost available. AT&T is alleged failure to comply with these provisions resulted in overcharges to those California government customers. AT&T disputes and denies all of the Relator's allegations and maintains that it complied in full with the WSCA agreements.

The settlemen

The parties have agreed to settle this case with respect to AT&T. Copies of documents filed with the Court in support of the settlement, which include the Settlement Agreement and the Court's order approxing this notice procedure, see included herewith. Copies of these documents may also be downloaded at: https://constantinegamon.box.com/A/Non-Intervenor

To receive the full amount of the share allocated to a Non-Intervenor in the Proposed Allocation, if any, the Non-Intervenor must execute the Consent Page provided in the Addendum and return the executed Consent Page to Plaintiffs' counsel by September 17, 2020. By doing so, a Non-Intervenor affirmatively consents to the terms of the Settlement Agreement, including the general release contained therein. Original signatures are not required.

The executed Consent Page may be returned to Plaintiffs' counsel by PDF to

grounds of the objection, and to serve copies thereof upon counsel for Plaintiffs and AT&T, on or before September 17, 2020.

Additional informatio

If you have any questions about this notification and settlement payment, or the terms of the Settlement Agreement, please contact

Anne Hartman Constantine Cannon LLP 150 California Street, Suite 1600 San Francisco, CA 94111

Telephone (415) 766-3532

E-mail: abartman@constantinecannon.com

10 If the recipient of this letter is not an attorney who represents [ENTITY] in civil legal proceedings, you may want to consult with such counsel.

Sincerely

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Exhibit F

How to object

The Court has ordered that any Non-Intervenor who objects to the approval of the proposed settlement may appear at the Hearing to show cause why the proposed settlement should not approved. Pursuant to the Court's order, objections to the settlement shall be heard, and any papers or brief's submitted in support of said objections shall be considered by the Court.

Any Non-Intervenor wishing to make an objection is requested to file written notice of its intention to object, together with supporting papers stating specifically the factual basis and legal grounds of the objection, and to serve copies thereof upon counsel for Plaintiffs and AT&T, on or before September 17, 2020.

Additional information

If you have any questions about this notification, or the terms of the Sculement Agreement, you may contact counsel for the Relators and Intervenors:

Anne Hartman Constantine Cannon LLP 150 California Street, Suite 1600 San Francisco, CA 94111

Telephone: (415) 766-3532

ahartman @.constantinecannon.com

If the recipient of this letter is not an attorney who represents [ENTITY] in civil legal proceedings, you may want to consult with such counsel.

Sincerely,

Wayne T. Lamprey Anne Hayes Hartman
Ari M. Yampolsky
CONSTANTINE CANNON LLP 150 California Street, Suite 1600 San Francisco, CA 94111 Telephone: (415) 639-4001 Facsimile: (415) 639-4002

Non-Intervenor Non-Customer Notice (AT&T Settlement)

Dear Sir or Madam,

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You are receiving this letter because [ENTITV] is a non-intervening real party in interest ("Non-Intervenor") in State of California et rel. On The Go Wireless, LIC v. Cellon Partnership d b a Vertion Wireless, et al., Case No. 34-2012-00127517, which is pending in the Superior Court for Secramento County. Defendant New Cingular Wireless National Accounts, LLC db/a Cingular Wireless, now known as AT&T Mobility National Accounts LLC ("AT&T"), and Plaintiffs have entered into a Settlement Agreement in the case

[ENTITY] has been identified as a party that did not make purchases from AT&T under the contracts at issue in the case during the relevant time period, and therefore will not receive a share of the AT&T settlement payment. No further action is required from you at this time. However, if you would like more information about the settlement, or if you would like to object to the settlement.

Download filings regarding settlement

Copies of documents filed with the Court in support of the settlement, which include the Settlement Agreement and the Court's order approving this notice procedure, may be downloaded at hims foundment mean but court, Court intercent. In addition, you may contact counsel identified below to obtain the documents.

The Court has set a hearing for final approval of the Settlement Agroement for September 24, 2020, at 11:00 am in Department 92 or 96 of the Sacramento Superior Court, located at 9605 Kiefer Boulevard. Sacramento. California. The purpose of the hearing is to determine whether the terms of the Settlement Agroement—including but not limited to the dismissal of the California Action with prejudice as to AT&T, the releases, and the Proposed Allocation among the Parties. Relator, and Plaintiffs' counsel—are in all respects fair, adequate, and reasonable, and in the best interests of the garties involved, serve the public purposes behind the CFCA, and should be finally

In the event that it becomes necessary to postpone this hearing, then Relator's counsel will, within 5 calendar days of the Court's postponement order, (a) serve the order on you by mail, and (b) make the order available on the website: https://www.newsourcement.com/n/New-increasing

Similarly, in the event that it becomes necessary to disallow in-person appearances at the hearing, then within 5 calendar days of the Court's order requiring any attendance at the hearing to be remote/helephonia rather than in-person, Relator's counsel will (a) serve the order on you by mail, and (b) make the order available on the website. Such service shall include an updated notice that contains meeting identification number(s) and login information, if any, that are necessary for remote attendance.

PROOF OF SERVICE

I, the undersigned, declare

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 1400, Los Angeles, California 90067-6829.

On June 12, 2020, I served the foregoing document(s) described as follows

DECLARATION OF STEVEN M. SHEPARD IN SUPPORT OF RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH AT&T AND VERIZON DEFENDANTS

on the interested parties in this action by placing true copies thereof enclosed in scaled envelopes addressed as stated on the attached service list, as follows:

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hy MATE.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY PERSONAL SERVICE.
I caused to be delivered such envelope by hand to the offices of the addressee.

BY FEDERAL EXPRESS OR OVERNIGHT COURIER

BY FAX 18

I served by facsimile as indicated on the attached service list. 19

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I caused said documents to be prepared in portable document format (PDF) for e-mailing and served by electronic mail as indicated on the attached service list.

Executed on June 12, 2020, at Los Angeles, California. 22

XX (State) I declare under penalty of perjury under the laws of the State of California that the

(Federal) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

26 The Dence Helen Danielson (Type or Print Name) (Signature) 27

Cate No. 14-2012-09127517

15 Com No 14-2012-0

DECLARATION OF STEVEN M. SIDERARD ISO RELATOR'S MOTIONS FOR APPROVAL OF SETTLEMENTS WITH ATAT AND VERIZON DEFENDANTS

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1	SERVICE	LIST
2	W. Scott Cameron (SBN 229828)	Attorneys for Defendant New
3	Scameron & kelaw com KING & SPALDING LLP	Cingular Wireless National Accounts, LLC, d/b/a Cingular Wireless n/k/a
4	621 Capitol Mall, Suite 1500	AT&T Mobility National Accounts
5	Sacramento, CA 95814 John C. Richter (Admitted Pro Hac 17ce)	Attorneys for Defendant New
6	nichter a kstaw com Nikesh Jindal	Cingular Wireless National Accounts, LLC, d/b/a Cingular Wireless n/b/a
7	NJindal a KSLAW com	AT&T Mobility National Accounts
8	PCooch a KSLAW.com	
9	Anne Voigts AVoigts G KSLAW com	
10	Margaret Farquhar Thomas (Pro Hac Vice)	
11	Jenna Carly Stern (Pro Hac Vice)	
12	Jessica Rapoport (Pro Hac Vice)	
13	IRapoport & KSLAW com David Mattern (Pro Hac Vice)	
14	dmattern a kslaw com Kelli Gulite (Pro Hae Vice)	
15	kgulite & kstaw.com Christina Kung (SBN 324754)	
16	chung a kslaw com	
17	Pacqueline Duobinis Duobinis & KSLAW com	
18	KING & SPALDING LLP 1700 Pennsylvania Ave NW, Suite 200	
19	Washington, DC 20006	
20	Bailey J. Langer (SBN 307753) hlanguer@kstaw.com	
21	KING & SPALDING LLP 101 Second Street, Suite 2300	
22	San Francisco, CA 94105 Telephone: (415) 318-1214	
23	Facsimile: (415) 318-1300	
24	Brian Priestley (SBN 301586)	
25	hnnestley & Jalany com KING & SPALDING LLP	
26	633 West Fifth Street Suite 1700	
27	Los Angeles, CA 90071	
21	Telephone: (213) 443-4348	
	1	Care No. 34-2012-00127517

1 -		
Π	Facsimile: (213) 443-4310	
Н	Matthew H. Dawson	
	mdawson u kslaw.com	
	KING & SPALDING LLP 601 South California Avenue Suite 100	
	Palo Alio, CA 94304	
П	Tel. (650) 422-6725	
H	Colin H. Murray (5BN 159142)	Attorneys for Defendants Sprint
П	Colin murray o bakermekenzie com Anne M, Kelts (SBN 298710)	Solutions, Inc., and Nextel of California, Inc.
П	Anne kelts iz bakermekenzie com BAKER & McKENZIE LLP	
	Two Embarcadero Center, 11th Fl.	
Н	San Francisco, CA 94111	
П	Jessica L. Averitt (Pro Hac Vice) Jessica averitt'à bakermeken eie cum	
ш	BAKER & MCKENZIE LLP	
Ш	700 Louisiana, Suite 3000	1
Ш	Houston, TX 77002	
П	Jonathan M. Wilan (Pro Hac Vice)	
П	Jonathan wilan û hakermekenzie enm John Woods (Pro Hoc Vice)	
П	John Woods is balerme Lensie com BAKER & MCKENZIE LLP	
H.	815 Connecticut Avenue, N W. Washington, DC 20006	
ш	Heidi K. Hubbard (Pro Hac Vice)	Attorneys for Defendants Sprint
Ш	hhubbard a we cum John E. Joiner (Pro Hac Vice)	Solutions, Inc., and Nextel of California. Inc.
Ш	linings a we com	Cambridge, Inc.
Ш	William P. Ashworth (Pro Hac Vice)	
	Ashley W. Hardin (Pro Hac Vice)	
	ahardin ii we com	
	Alec Swalford (Pro Hac Vice)	
	_aswafford d'wc.com Shauna M. Kramer (Pro Hac Vice)	
	<u>skramer û we.com</u> Taylor G. Weaver (Pro Hac 17ce)	
	Scan M. Quinn (CA State Bar No. 314041)	
	Spuinn il we com Monika Isia Jasjewjez (Pro Hac Vice)	
1 7		Case No. 34-2012-0012

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2	Anna K, Tsiotsias (CA State Bar No. 319520)	
3	atsiotsias if we com Michael Mestitz (CA State Bar No. 310354)	
4.	mmeshiz.d.we.com WILLIAMS & CONNOLLY LLP	i
5	725 Twelfilb Street, N.W. Washington, D.C. 20005	
6	Mark McGrory	Attorney for Defendants, Sprint
7	Erise IP, P.A. (Pro Hac Vice)	Solutions, Inc., and Nextel of California, Inc.
,	7015 College Blvd. Suite 700 Overland Parks, KS 66211	
9	Tel.: 913-777-5604 Steve Y. Koh (Pro Hac 17ce)	I I I I I I I I I I I I I I I I I I I
10	skuh d perkinsene com	Attorneys for Defendant T-Mobile USA, Inc.
н	Erin K. Earl (Pro Hac Vice) cond is perkinscole com	
12	PERKINS COIE LLP 1201 Third Avenue, Suite 4900	
13	Scattle, WA 98101 Bobbie Wilson (SBN 148317)	Attemeys for Defendant T-Mobile
14	bwilson @perkinscoic com Sunita Bali (SBN 274103)	USA, Inc.
15	shale perkinsene com PERKINS COIE LLP	
16	505 Howard Street, Suite 1000	l l
17	San Francisco, CA 94105 Mathew S. Rosengart	Attorneys for Defendant Cellco
18	GREENBERG TRAURIG LLP	Partnership d/b/a Verizon Wireless
19	1840 Century Park East, Suite 1900 Los Angeles, CA 90057	
20	Jeremy A. Meier	Attorneys for Defendant Cellco
21	Shiran Zohar	Partnership d.b/a Verizon Wireless
22	zohars g atlaw com David A. Cheit	
23	sheitd d atlaw com GREENBERG TRAURIG LLP	
24	1201 K Street, Suite 1100	-
25	Sacramento, CA 95814	
26	Matthew F. Bruno (Pro Hoc Vice)	
27	Ene D. Wong (Pro Hac Vice)	
28	4	Care No. 34-20[2-00127517
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1	GREENBERG TRAURIG LLP
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	PROOF OF SERVICE
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William Christopher Carmody (pro har vice) bearmody (Estamangodirey com NY Bar No. 4539276 NY Bar No. 4539276

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Amanda K. Boun (270891) aboun 2 susman and frey com Meng Xi (280099) MEIR AI (280099)
mxi6 susmangedfiey.com
SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars. Suite 1400
Los Angeles, California 90067
Teleplanes: (310) 789-3100
Facsunule: (310) 789-3150

Attorneys for Plaintiffs Regents of the University of California, et al. and Plaintiff-Relator OnTheGo Mreless LLC

Wayne T. Lamprey (095408) wlamprey@constantinec Anne Hayes Hartman (184556; shartman@constantinec Art M. Yampolsky (290753) Ari N. Ymmpolsky (190733) syampolsky 6 constimined CONSTANTINE CANNON LLF 150 California Street, Suite 1600 Sau Francisco, CA 94111 Telephone: (415) 639–4001 Facsimile: (415) 639–4002

Joseph S Genthlen (36369) joe@genshlealaw.com JOE GENSHLEA LAW & MEDIATION 400 Capitol Mall, Suite 1100 Sacramento, CA 95814 Telephane: (916) 825-9952

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

STATE OF CALIFORNIA et al., ez rel, OnTheGo Wirtless, LLC

CELLCO PARTNERSHIP, doing business as VERIZON WIRELESS, et al.

Defendants

Plaintiffs.

Case No. 34-2012-00127517

[PUBLIC REDACTED]
DECLARATION OF PHILIP KLINE IN
SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT WITH VERIZON DEFENDANTS

Date: September 24, 2020 Time: 11:00 a m Time: 11:00 a.m.
Dept. 92 or 96. Hou, Judy Holzer Hersher

Public - Reducts Materials from Conditionally Scaled Record

DEC. OF P. KLINE IN SUPP. OF MOT. FOR APPROVAL OF VERIZON SETTLEMENT

Plaintiffs and Celleo Partnership ("Verizon") between the various plaintiff entities ("Proposed Settlement Allocation").

- 7 To perform this allocation. I used each entity's share of the total Verizon charges that may have been subject to optimization ["optimizable charges"). Optimizable charges are those that relate to wireless services and exclude other charges, primarily equipment. I was asked to determine optimizable charges for the State of California beginning in 2006 and for all California political subdivisions (except County of Los Angeles) beginning in 2011. For County of Los Augeles. I was instructed by Counsel to determine optimizable charges beginning on March 1, 2017. I was asked to determine optimizable charges for the State of Nevada and its political subdivisious beginning in 2007. For all entities, I was asked to determine optimizable charges through the most recent data provided by Verizon, which was October 5th, 2019.
- 6. I have relied on data provided by Verizon from a database called Vision (the "Vision strase") which contains billing information.\(^1\) Verizon produced tables from the Vision Database in comma separated text files. Many of these files contain more than 1 million tows of data with several files containing over 30 million rows. To view and extract data, I imported these files into a Structured Overy Language ("SOL") server and executed overies.
- 9. Specifically, I have relied on the following Vision Database tables to prepare the optimizable charges by entity
 - a. BL_ACCT contains information relating to each account, such as the account name I understand that this table associates each account to a customer. Furthermore, I understand that each account receives an invoice for each month of use:
 - b CUSTOMER contains information relating to each customer, such as the customer
 - c. ECPD_PROFILE: contains information relating to each ECPD profile;
 - d. ECPD_PROFILE_CUST, correlates each customer to an ECPD profile;

I have relied on the tables produced from the following: VZW2213386, VZW4007099, and a set of tables contamine data relating to Nevada produced on January 16, 2020. 34-2012-00127917

DBC. OF F KLINE IN SUPP OF MOT POR APPROVAL OF VERIZON SETTLEMENT

DECLARATION

1. Phillip W. Kline, declare as follows:

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- I. I am a Managing Director at Ankaira Consulting Group, where my practice focuses on valuation and transactional services.
- 2. I have performed valuations in a variety of contexts, including damages quantification, bankruptcy, tax planning, and tax disputes. I have represented a broad range of clients, including charitable foundations, small companies, and multi-national corporations. I have assisted in the quantification of damages resulting from numerous causes of action, including patent infringement, copyright infringement, trademark infringement, theft of trade secrets, unfair competition, unjust enrichment, breach of contract, and false advertising. In connection with my IP valuation work. I have gained extensive experience in processing large databases produced in Intigation.
 - I am a Certified Public Accountant (CPA) licensed in the state of Illinois
- I have held a variety of leadership positions in industry organizations. I am a past American Bar Association (ABA), Intellectual Property Law (IPL) Section liaison to the Licensing Executive Society's Intellectual Property Valuation and Standards Committee. I am a past chair of the ABA, IPL Section's Mouetization and Valuation of IP Committee and a past chair of the ABA, IPL Section's Economics of the Profession Committee. I am a past member of the Certified Licensing Professional (CLP) Standards, Admissions, and Recertification Committee and the CLP Exam Development Committee
- I have been named one of the World's Leading IP Strategists by Intingible Asset Management, I am a Certified Public Accountant (CPA) licensed in the state of Illinois and a Certified Licensing Professional (CLP) - a designation started by the Licensing Executive Society I hold a B.A. from The University of Southern California in Economics and International Relations. Mazna Cum Laude. I have also written several articles and have given presentations related to my profession. My curriculum vitae is attached as Appendix A.
- 6. I have been asked by Susman Godfrey LLP ("Counsel") to perform certain calculations to assist the Court and the Parties in allocating the settlement amount agreed by

- 2 - Coto No. 34-2012-00127517
DBC. OF P. KLINE IN SUPP. OF MOT. FOR APPROVAL OF VERIZON SETTLEMENT BOOKS.

e CUST BILL contains information relating to each invoice, such as the cycle end date and total charges; and

- E. CUST, BL. MTN, SUM, contains a detail summary of charges for each mobile telephone number ("MTN") by invoice, including access, data, equipment, and tax charges among others.
- 10. To allocate the settlement amount between the various planuff entities, it was first necessary to correlate the various accounts in the Verizon data with the various entities. To do so I tribed on ECPD profile IDs, each of which I understand belongs to only one entity. I relied in part on Exhibit F to the Joint Status Conference Statement filed with the Court on January 13. 2017, a doctament in which Verizon correlated certain ECPD profile IDs to various plaintiffs. For ECPD profiles IDs not correlated by Verizon. I used the ECPD name as shown in the Vision Database, information from various California Administrative Fee Reports, and enidance from Counse] to correlate those ECPD Profile IDs with various plaintiff entities. In total, I correlated over 2,000 ECPD profile IDs to the various plaintiff entities.
- 11 Verizon provided a separate Vision Database containing the data discussed above relating to accounts owned by various State of Nevada entities and Nevada subdivisions. Counsel requested that all Nevada entities be grouped together in one line on the Proposed Settlement Allocation. I have not reviewed or assigned accounts from this production to separate Nevada
- 12. Ouce each ECPD profile ID was correlated to an entity. I determined the optimizable charges for each relevant ECPD profile ID. I understand from Counsel, and from conversation) with Cameron Sowder, an expert on Telecoms Expense Management, that Verizon optimizable charges include home air charges, access charges, enhanced service charges, data charges, and text, picture, and video charges. I understand that these charges are stored by mobile telephone number ("MTN") and invoice in the CUST_BL_MTN_SUM table in the Vision Database, specifically in the following fields:
 - a. UIM HM AIR AMT:
 - b. TOT ACCESS CHG AMT

Case No. 34-2012-00127517 DEC. OF F. KLINE IN SUPP. OF MOT. POR APPROVAL OF VERIZON SETTLEMEN

c. TOT_EH_IQ_SVC_AMT:

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- d. UIM_MTN_DATA_AMT: and
- e. UIM_MTN_TPV_AMT.
- 13. The sum of these five fields are the total optimizable charges for a given MTN and a
- 14. To associate these optimizable charges with each ECPD, and thereby each plaintiff entity, I correlated ECPD profile ID's and MTNs by associating: (1) each ECPD with its component "Customers" using the ECPD_PROFILE_CUST table;2 (2) each Customer with its component "Accounts" using the BL_ACCT table, (3) each account with its associated invoices using the CUST_BILL table; and, (4) each invoice with its associated MTN) using the CUST BL MTN SUM table
- 15. I note that Verizon did not provide detailed data in the CUST_BL_MTN_SUM table for invoices prior to 2008. Instead, Verizon only provided the total charges for each invoice. The total charge for each invoice is contained in the CUST BILL table in the BL TOT CUR CHG field. I understand that the total charge value is the total current charges due for a billing period and is the amount that appears on the invoice. Therefore, for the State of California entities in 2006 and 2007, and for the Nevada entities in 2007, I estimated optimizable charges by applying the ratio of optimizable charges to total charges from 2008 - 2019 to the 2006 and 2007 total
- 16. Having calculated each plaintiff entity's optimizable charges. I then calculated each plaintiff entity's share of the total optimizable charges for all entities (including California and Nevada) during the relevant time periods described in Paragraph $7_{\rm L}$ That total was I then multiplied each entity's share of the total optimizable charges by the total acttlement value (of \$76 million) to calculate each entity's gross settlement allocation

² I note that from time to time a customer may be associated with different ECPD profiles. The effective and end datas of a customer's associations to an ECPD profile is shown in the ECPD PROFILE CUST table and these reassignments are reflected in my correlation of accounts to entities

Case No. 34-2012-0012

DEC. OF P. KLENE IN SUPP. OF MOT. POR APPROVAL OF VERIZON SETTLEMENT

PLAINTIFF GROUP California Intervenors California Non-Intervenors TOTAL CHARGES

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

Executed this 15 day of May, 2020 at Ann Arbor, Michigan

Philip W. Kline

- 7. Cere No. M-2012-00127517
DEC. OF P. KLINE IN SUPP. OF MOT. FOR APPROVAL OF VERIZON SETTLEMENT

(MECA :

17. From each entity's gross settlement allocation, I was instructed to deduct the Relator's Share, which I was instructed was 25% for Intervenors, 43% for California Non-Intervenors, and 43% for Nevada entities.

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18. I was also instructed to deduct an additional 8% intervenor contingent fee from the Intervenors' share

19. I was then asked by Counsel to remove all optimizable charges for non-intervenor entities with either: (1) total optimizable charges of less than \$500; or, (2) net settlement allocation of less than \$50. I did so and re-performed the steps described in paragraphs 16-18 above.

20. At the request of Counsel, I have summarized my findings in the following appendices:

> a. Appendix B: A spreadsheet showing the results of the calculations described above for California and Nevada, but with the optimizable charges not presented.

> b. Amoendix C. A streadsheet showing the results of the calculations described above only for California and its political subdivisions, but with the optimizable charges

21. At the request of counsel, I have summed the total optimizable charges for all three groups of plaintiff entities, during the time periods described above in Paragraph 7. The totals are

OPTIMIZABLE CHARGES PLAINTIFF GROUP California Intervenors California Non-Intervenor Total California Government Entities

22. I have also been asked by counsel to state the total charges for the two groups of California entities during this period, including equipment and other charges, for purposes of comparing this sentement to an earlier sentlement with Sprint. (I am informed that the Sprint senlement was based on Sprint revenue numbers that included equipment and other charges.)

DEC. OF P. KLINE IN SUPP. OF MOT. POR APPROVAL OF VERIZON SETTLEMENT

Appendix A

ankura (11)

PHILIP W. KLINE CURRICULUM VITAE

May 2020

Philip W. Kline is a Managing Director at Ankura Consulting Group, where his practice focuses on intellectual property (IP) valuation, litigation consulting. IP strategy, and transactional

Mr. Kline has extensive experience in IP valuation and monetization, including assisting clients in negotiaring IP licenses. He has represented a broad range of clients, including charitable foundations, small companies, and multi-national corporations [Mr. Kline has valued IP in a variety of contexts, including damages quantification, bushrapitely, inx planning, and tax disputes. Mr. Kline has assisted in the quantification of damages regulating from numerous causes of action, including patent infringement, copyright infringement, trademark infringement, theft of trade secret, unfair competition, import enrichment, breach of entract, and false advertising.

Mr. Kline's experience also spans a variety of mainties. He has worked extensively in the wireless telecommunications space, antisting both licensors and licensees in assessing whether proposed royality rates for stundard essential patents are faur reasonable, and non-discriminatory. He has also worked on engagements pertaining to medical devices, consumer electronics, industrial networking, and transportation.

Mr. Kline has held a variety of leadership positions in industry organizations. He was the American Bar Association (ABA). Intellectual Property Law (IPL) Section's liaison to the Licensing Executive Society's Intellectual Property Valuation and Standards Committee. He is a past chair of both the ABA. IPL Section's Monachization and Valuation of IP Committee and the ABA. PL Section's Volunties of the Certified Licensing Professional (CLP) Standards. Admissions, and Recertification Committee and the Certified Licensing Professional (CLP) Standards. Admissions, and Recertification Committee

Mr. Kline has been named one of the H'orld's Leading IP Strategies by Intangible Asset Management. He is a Certified Public Accountant (CPA) licensed in the state of Illinois and Certified Licensing Professional (CLP)—a designation started by the Licensing Executive Society. Mr. Kline holds a B. A. from The University of Southern California in Economics and International Relations. Magna Cum Landa.

Accords A of the Declaration of P. Kime stated May 15, 2020.

ankura (1)

EXPERT ENGAGEMENTS

Fleet Engineers, Inc. v. Mudguard Technologies, LLC Case No. 1 12-cv-01143

Case No. 1 (200-01) 13

Finnary Action: Patent Infringement
Industry: Shipping-Transportation

Venue: United States District Court, Western District of Michigan.

Rain Corporation v. Parry et al. Case No. 1:13-ev-03331

Primary Action. Copyright luftingement, Breach of Contract, Unfair Competition

Industry: Theater

United States District Court, Southern District of New York

SELECT OTHER LITIGATION Federal Trade Commission v. Qualcomm Incorp-

Case No. 5:17-ex-00.220
Primary Action FRAND Licensumg
Industry: Telecommunications
Venue: United States District Court: Northern District of California

In Rev Qualcomm, Antitrust Littern 20 6-17-cv-0773

In Rev. Qualcomm, Antitrust Lity anion
Case No. 5:17-ecv-0773
Indiustry: Telecommunications
Primary Action: FRAND Licensing
Venue: United States District Court. Northern District of California

Heavest Technologies Co., Ltd., et al. v. Samsung Electronics Co., Ltd., et al.
Case Nog'3:16-ecv-02787
Primary Action: FRAND Licensing
Industry: Telecommunications
Venue: United States District Court. Northern District of California

Evolved Wireless, LLC v. ZIE Corporation et al.
Case No. 1 13-ecv-00546-51R-SRF

Case No. 1 15-cv-00546-SLR-SRF Primary Action: Patent Infringement Industry: Telecommunications

Verme: United States District Court, District Court of Delaware

In the Matter of: Certain Memory Modules and Components Thereof, and Products Containing the Same – SR kynix, Inc. Investigation No. 337-TA-1023 Prunsty Action: FRAND Licensing

Industry Semiconductor Venue United States International Trade Commission

ankura (1)

PROFESSIONAL EXPERIENCE

Managing Director, Ankura Consulting Group, Dec. 2019 - Present

Managing Director, 284 Partners, Jul. 2014 - Dec. 2019

Director, 284 Partners, Jan. 2012 - Jug. 2014

Associate, 284 Partners, Feb. 2011 - Dec. 2011

Associate, Ocean Tomo, Jan. 2009 - Dec 2010

Analyst, Ocean Tomo, Feb. 2007 - Dec. 2008

SELECT CAUSE OF ACTION EXPERIENCE

SELECT

PRODUCT AND

INDUSTRY EXPERIENCE

Unfair Competition Unjust Enrichment Breach of Contract

Copyright Infringement False Advertising

Legal Malpractice Patent Infringemen

Patent Locusing Support Patent Transfer Pricing Patent Valuation Trademark Infringement

Mobile Devices

Retail Taxono

Tridemark Transfer Pricing Trade Secret Misappropriation Licensing Advisory

Angioplasty Catheters* Business Intelligence Se

Business Intelligence Software Commercial Packaging Consumer Products Data Optimization Retail 1 (2000) Resign Semiconductor Design Semiconductor Manufacturing Software Licensing Digital Cameras Fontweit, Hospital Equipment Industrial Manufacturing Sports Equipment
Standard Essential Patents

Video Game Cou

EXPERT TESTIMONY Union Apparel Group LTD v. Thomas Lam, et al. v. Jenny Chen Index No. 653867/2016 Primary Action: Breach of Contract Industry' Apparel Venue: Suprerue Court of the State of New York, County of New York

Accords: A of the Declaration of P. Rhee dated May 15, 2020.



Unwired Planet International Ltd., et al. v. Huawei Technologies Co. Ltd., et al. Claim No. HP-2014-000005

Primary Action: FRAND Licensing Industry: Telecommunications

Ventic: High Court of Justice of England and Wales, Chancery Division, Patents Court

Confidential Arbitration on behalf of Huawei Technologies Co. Ltd. Case No.: 01-14-0002-2610

Primary Action: N/A
Industry: Telecommunications
Venue: International Center for Dispute Resolution,

Confidential Arbitration on behalf of Nakia Corpo

Case No. 19602/AGF

Charles, 1906-1906
Pinnary Action: N-A
Industry: Telecommunications
Venue: International Clamber of Commerce, International Court of Arbitration Namatics, Inc. v. Ballinff, Inc. and B.H. Barnum Company Case No 2.13-ev-11049-DML-MEM

Primary Action: Patent Infringement Inchustry: Industrial Automation Venue: United States District Court, Eastern District of Michigan

In the Money of Certain Breless Devices with 3G and/or 4G Capabilities and Components Thereof - Client ZIE Corporation Investigation No. 337-TA-868
PRIMAY ACTION, FRAND Licensing Industry. Telecommunications

Venue: United States International Trade Commission

NeoMedia, Inc. v. Scanbuy, Inc. Case No.: 13 117 01730 12 Primary Action: Breach of Contract Industry Consumer Electronics

Venue: American Arbitration Association, New York

In Re: Eustman Kodak Company et al. Case No.: 1:12-cv-10204 Primary Action: Bankruptcy

Industry: Digital Imaging
Venue: United States Bankruptcy Court, Southern District of New York



Ethicon Endo-Surgery, Inc., et al. v. Coviden Inc., et al. Case No. 111-cv-00871 Primary Action: Patent Infringement Industry Medical Devices

Venue: United States District Court, Southern District of Ohio

Schätz, Container Systems, Inc. v. Mauser Corp. and NCG, LLC Case No. 1:09-cv-03609 Primary Action: Trademark Infringement Industry: Shipping Containers Venue: United States District Court, Nurthern District of Georgia

Canceptus, Inc. v. Hologic, Inc. Case No. 3:09-cv-02280 Primary Action: Patent Infringement Industry: Medical Devices
Venue: United States District Court, Northern District of California

Alfred E. Mann Faundation for Scientific Research v. Cocklear Corporation et al. Case No. 2-07-ev-08108 Prunary Action: Patent Infaingement

Prinary Action: Patent Infingement Industry: Medical Devices Industry: Medical Devices Industry: Medical Devices. Venue: United States District Court, Central District of California Advanced Micro Devices, Inc. et al. v. Samzang Electronics Co. Ltd. et al. Case No. 3.05-cv-00986
Prinary Action: Patent Infringement Industry? Senicoundactor
Venue: United States District Court, Northern District of California
Ethicon Endo-Surgery, Inc. v. Cesscendo Technologies, et al. Case No. 1:07-cv-01016
Prinary Action: Trade Secret Mismorouristico, Breach of Courtest Primary Action: Trade Secret Misappropriation, Breath of Contract Industry: Medical Devices
Venue: United States District Court. Southern District of Ohio

Hochstein et al. v. Microsoft Corporation et al. Case No.: 2.04-cw/73071 Primary Action: Patent Infringement Industry: Consumer Electronics Venne: United States District Court, Eastern District of Michigan

on of P. Kima dated May 15, 2020

ankura (1)

American Bar Association, Intellectual Property Law Section, Past Chairman of the Economics of the Profession Committee, September 2014 - August 2016

American Bar Association, Intellectual Property Law Section, Past Vice-Chairman of the Economics of the Profession Committee, September 2012 – August 2014

Certified Licensing Professional, Past Exam Development Committee Member. January 2014 – December 2015

PUBLICATIONS 1 "IP Financing 360", Market and Legal Dynamics, "ABA Business Law PRESENTATIONS Section, Annual Meeting CLE Presentation, September 2018

IP Valuation & Portfolio Management: Nuts & Bang " ABA IPL CLE Webinar June 2018

The Fundamentals of Intellectual Property Valuation," LES RTP Chapter Presentation, October 2017

"Assessing the Value of Intellectual Property in Rapidly Changing Markets and Law "AIPLA Webites, August 2017

IP Portfolio Management: Maximizing the Value while Minimizing the Cost." American Bar Association. Continuing Legal Education Webinar, January 2017

"An Up Close Look into the Proposed Updates of the Antirust Guidelines for Licensing of Intellectual Property," American Bar Association. Continuing Legal Education Webinas, October 2016

North v. Energy Lab. District Court Guidance on the Entire Market Value Rule," LES Insights, August 2016, co-embored with Ryan Penkowski

"ACI v. Google: District Court Guidance on Smallest Snlable Unit and Revenue from Inter-related Product Offerings," <u>LES Insietits</u>, July 2016, coauthored with Ryan Penkowski

"Oracle America, Inc. v. Google, Inc.; Profit Apportisument Post Uniloc," LES Instalts. August 2011, co-authored with Christopher Schulte

"Comming Inc. v. Doll, Inc., et al., Profit apportionment Past Uniloc." LES Invients, July 2011, co-authored with Christopher Schulte

ankura (1)

PalTalk Holdings, Inc. v. Microsoft Corporation Case No.: 2:06-cv-00367 Case vol. 2006-0-00367
Primary Action: Patent Infringement
Industry: Consumer Electronics
Venue: United States District Court. Eastern District of Texas

Boston Scientific Corporation et al. v. Johnson & Johnson et al. Case No | 3.02-cv-00790 |
Primary Action: Parent Infringement |
Industry Medical Devices |
Venue: United States District Court, Northern District of California

EDUCATION / LICENSES / PROFESSIONAL ASSOCIATIONS

B.A. Economics, International Relations, The University of Southern California, Magna Cum Lande

Certified Public Accountant, State of Illinois, License No. 065.049423

Certified Licensing Professional/Licensing Executives Society, Certificate No. 2256

Named as one of World's 1000 Leading Patent Professionals by Intampble Asset Management in 2019

Named as one of World's 300 Leading IP Strategists by Intanguble Asset Management in 2017 through 2019

American Bar Association, Intellectual Property Law Section, Chairman of the Moneturated and Valuation of IP Communice, September 2017 – August 2019

American Bar Association, Intellectual Property Law Section, Liaison to the Lucraining Executive Society's Intellectual Property Valuation and Standards Controllect, June 2016 — August 2019

Certified Licensing Professional, Standards, Admissions, and Recertification Committee Member, January 2017 – December 2017

American Bar Association. Intellectual Property Law Section. Continuing Legal Education Board, Webmar Chair – Specialty (Danasges Expert). September 2016 – August 2017

A of the Declaration of P. Kime dated May 15, 2000



CONTACT

Philip W. Kline Ankura Consulting Group 215 E. Washington St. Ann Arbot, MI 48104

(734) 369-3574 Direct (213) 926-1602 Cell Philip kline@ankura.com APPENDITA

Apparetir A of the Declaration of P. Klima dated May 15, 2020

nder & of the Destination of P. (One dated May 15, 2020)

Appendix B

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Approvals 8 of the Declaration of P. Kline deted May 13, 2020

Version Proposed Allocation

3. Case No. 34 2012 00127:

DEC. OF P. KLINE IN \$1,000 C. BACKET FOR APPREVIAL OF VERZON SETTI EMENT.

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4s Cay of Alteerda	3127 611	\$43.741		\$7100

Appendix 8 of the Deuterston of P. Eline detect New 13, 2020

Verticon Proposed Allocation -1 Case No. 34-2012-001275

DEC OF P. SUME BY SUMP. OF MOTI. FOR APPROVAL OF VERIZON SETTLEMENT

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to Carr of Lacouredia	11 414	429.75		10
21 Car of Whiter	\$49.707			624
25. Clareschola Pres Presentions District	12 619	1874		B
2) Clarin Cannol Serior Disease	- 7			
10 Culou Jour Limber School Demon	- 10	- to		
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NA Committe of Alamenda	\$7,201.140	\$110.491		5064
15 Countr of Busin	214 (6)	Life ota		612),
16 Learny of Colors	E 82, 840	\$21,906		\$10
1) County of Count County		\$153,510		(41).
15 County of El Durado	1,250 008	198 903		\$131
19 Country of France	195,1M	6217,980		\$Jid.
40 Causey of Charge	\$10.00?	\$17,145		127
4) Countr of Humbolis 42 Countr of Rom	\$199,259	\$48,913		\$71.
4) County of Emer	\$800 411	\$ 14E 563		346
44 County of Lake	313 400	\$21.117		111
4) Carrier of Market	1224 412	890 407		\$121
49 Compared Management	1111101	B48 719		164
4) (amy of Merced to	\$140.794	\$05.118		[0]
45 County of Muselerry	3161.122	\$49.282		371
49 C quarr of Napa	\$196,778	\$49 518		3119
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5) County of Phone	Topa 927	\$114 000	-	\$207
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13 County of has Bosses	Bat des	LinJes		134
34 Countries Ray Diego	\$2,750,300	\$1.162.615		11 767
5) County of they become	1211.818	\$110.00)		\$101
Tell Copper of Tell Exercisings	VIN2,242	\$91,264		8170
1) I Commer of them fellows	\$581.674	\$250.120		111
1) Committed Source (Surfaces	\$481 1.90	\$208 709		\$1.76
59 County of South Class	\$303,217	\$388,093		\$334.
80 Country of Nancts	E 54 546	\$66.41)		184
6) County of Enlarens	\$49 400	\$39,618		
62 County of Solom	\$1m: 79s	134 670		\$112
197 County of Busine 184 County of Inhuma	676,333	\$32,993 \$26,377		\$42

Appendix B of the Deuteration of P. (Dire detect May 15, 2020

Vertram Proposed Affactors

-3

Case No. 34 2012-0012751

DEL OF P. KLINE SE SUIPE OF MOST FOR APPROVAL OF VERZON SETTLEMENT

10.0 Centro of Tater			Zolotor's Share		STATE SHAPE
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16 County of Yalo	166 Counts of Inlan				
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107 Holes Name Dunies					\$ 50 905
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20 Invite Company Service Density ar	200 frame ('cafeel School District')				\$18-463
20 External Delia Maria Comp. 20 20 20 20 20 20 20 2	201 Farms Communic Largery Disease	131,307	\$15,540		111.55
20 External Delia Maria Comp. 20 20 20 20 20 20 20 2	202 Person Literard School Environ	\$14,640	\$4.297		88 345
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For Seed Section Content Con	20-4 Sarry Community Callege Digital Bulletin Belleville Callege				\$3.411
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TO historing Valley United School District \$ 0.000 \$5,516 \$0.00	170 Moreon Valley Loubed School District				\$9 1 66

Appendix II-of the Declaration of P. Kline dated May 25, 202	10	
Vertage Proposed Allocation	94.67	Case No. 34-2012-00127517
THE CALL BURNET IN CITIES OF I	MOY FOR APPRO	VALENT METERSTER METERS AND LAND

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186 Vacua Chrangegey School Dustreet	3,10 047	\$11,300		\$14.84
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215 Cumbing Sebagi Dateses	\$4.709	\$2.140		\$2.90
219 Vyselis Unified technol Domest	50	10		- 6
790 Vania broducum Danburt	\$14 779	66 113		10 47
PP Vista brepassa Deduct	548 847	121 054		\$27,64
292 Walter Valley Water District	58 675	51.750		34 64
191 Great for Language District	E 10 100	\$4.674		14.19
294 Ware Coutes Costs Control School Distract	\$0	\$0		· ·
295 West County Winnessey District	116 562	\$7 127		\$9.44
250 Western Minnerged Water Destroy	129,401	517,514		316.55
391 to Section Union High School District	\$54,004	\$14,640	7.7999	519-41
298 Wallow Corek Community Services Domics	123	- dire		612
199 William Carell Fire Protection District	629	# (13)	_	113
100 Window Fare Presentates Direktors	21 141	-til litti		31 79
101 Washing School District	\$1 140	140		\$1.00
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107 Yarka Lada Ware Derret 163 Yarang Canada Calam Dahut	\$6,644	, \$1,094		\$3.31
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10) Yung Megarapal Water Control	at Obj			14
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tors of	Abotto	approval)	Tee	Atheretica
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771				
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200 House Dates Control Science Divinion	9.75	\$1.757		No. 9000
12 Need County For Properties Descript	120.213	\$3.001		60,02
The second secon	\$1.19		_	174
cal Hartains Franchist Linea Hapt School District.	12,110			\$1.256
	\$17.900	\$1,701		\$4.007
1) Newton La Street United Class District 1	\$2,900	\$1.079		11.625
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	11 01d	3611		\$40)
25 F Bauma Valley Carried School Destroy - 17				191
(10 kg Code Common Code Descri	a % \$1 307	\$8.147		\$1.185
200 Repair Control School Departs	P 2 1960	\$413		IId.
14 Reproduct Carlod Science District If Funnish Community College District	at 15 346			\$1.761
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Self-Tain Jacoma Unrhald School Destroy	14 976		removada as not 3.1.5	E2.579
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17) See See Coulon Coloni Coloni 12 See Song Coulon Se See Coloni	30			50
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The Same Cycar Public Laborators	50	14	000077	30
To Same (var Pallin) desires. Try Same (y pryming Drawy)	127 001			\$11.65F
216 Seeth Cord Air Union Management District	\$46,00			\$70 (4)
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218 harding I would below Downer	\$30.4%			\$44.672
19 Land Clary Pro- are brill	\$1.561			1 54
200 Securitaria L'auta Stefa School (Leatur)	- 60			10
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757 Terrane Unded School Destroy	10			00 149,898
28.) Turinck Irragation District	\$139,440	851,792		PERJOR

oppendis 8 of the Declaration of F. there dated May 13, 2020

Fortion Proposed Allocation 5 Case No. 34-2032-00327517

Appendix C

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	Alberton % of CA Included Vertex			Inverseer	
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5 City of Charge		184,640	\$3115	\$0.774	1.54 P49
4 Circ of Commu		\$125,660	111415	\$20.043	18a j#).
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Cer of Rancin Corumence		\$316.33	\$42,141 \$17,179	10 (21	971.912
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18 Country of Marco		1307 67	1/1276	\$19,420	\$317,420
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2) Comment Learning		4 PM 40	\$517,895 \$268,868	\$177 (2e (#3.553	\$\$ 441 450 \$500,757
2) Comment on homeone		44 (45 764	\$4.0 440	\$144.463	16,200 075
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Con-Laure Victor Continuents		1,500,000		74,140,407.17	***************************************
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11 Californ Daniel School Daniel In		\$3,213	\$2.54)		1503
14 Capatrino Darlard School Destroy		123.912	114.361		517 630
16 Carpenting Assessment and Free Productions Designs		\$1,020	\$21,79		\$2.620
40 Chen Lindag broad District		\$15,539	\$4.561		u m
4) Class Valley Durfort		177,828	\$17 100 6475 640		120,131
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40 Cay of Calmans 50 Can of Carlshad	_	\$2) 254 \$234 387	\$0,41 14134		117.111
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appendix C of the Destaration of P. Klime dated May 25, 2	OTE STATE				
A Vertices Proposed Allocation				East the	84-2012-00L275

DEC. OF P. RUME IN SUPP. OF MOT. FOR APPROVAL OF VENION SETTLEMENT

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Eally	Retries	Albertones	Between's Share	Ž=	Alberton
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est Core all Completo		\$222,540	193 444		£736 F4
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4) Car of Pageon		5,39.257	10,000		\$13.90
48 Cay of Passington Breez's		1110 430	544.083		\$13.90; \$63.74
10 Cay of Joseph		\$16.632 \$16.160	122 670		\$17.216 \$60 76
T) City of Lacrates	_	3117 (60	(A) 36 1 (A) 1-0		\$14,407
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7) Care of Marines N Care of Marines	_	451.000	9,49		\$1.7 m
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A CONTRACTOR OF THE PROPERTY O		\$26,000	\$0,54		3(1.74)
W Cay of Manuals 80 Cor of Manualy		1147(11)	563,166		\$81,664
81 Cay of Marries Valley		~ (A g)	117712		(3) eac
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ht Carr of Novada Carr I' Carr of Research		11 533	12,176		(11):
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Appendix C of the Declaration of P. Kliew dated May 35, 20					
CA Vertice Proposed Allocation	131			Case No	34-2013-0012751

DEC. OF P. RUNE IN RUPP OF MOT. FOR APPROVAL DE VERZON SETTLEMENT

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DEC. OF P. KLINE 94 SUPP. OF MOT	FOR APPROVAL OF	VERIZON SETTLEMENT

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Appendix C of the Description of P. Elme desired May 15, 2000
CA Vertical Proposed Alliacidan
E. C. OF P. Elmet in MAPP OF MOT, FOR APPRICAL DE VERIZON SCTTLEMENT
Case No. 34-2012 CD1/7517

SERVICE	LISI
W Scott Cameron (SBN 229828)	Attorneys for Defendant New
schmeron if below even	Cingular Wireless National Accounts.
KING & SPALDING LLP	LLC, d'h's Cingular Wireless n'k's
621 Capitol Mall. Sune 1500	AT&T Mobility National Accounts
Sagramento, CA 95814 John C. Richter (Admitted Pro Hoe Usee)	Attorneys for Defendant New
inchesticales con	Cingular Wireless National Accounts.
Nikesh Jundal	LLC, d'h'a Cingular Wireless n-k'a
Nimdal@KSLAW.com	AT&T Mobility National Accounts
Peter Cooch	
PCoxb@KSLAW.com	
Aune Voigts	
AVenes@KSI AWcom	
Margaret Farquhat Thomas (Pro Hac Vice)	
Jenna Carly Stern (Pro Hac Vice)	
Jeims Carry Stern (Pro Hac Vice)	
Jessica Rapoport (Pro Hac Vice)	
Ranoron@KSLAW.com	
David Mattern (Pro Hac Vice)	
dinatternifi k law com	
Kelli Gulate (Pro Hac Vice)	
kndite fillshw.com	
Christina Kung (SBN 324754)	
chune fi balaw com	
Jacqueline Duobinis JDuobinis 8 K51.AW com	
KING & SPALDING LLP	
1700 Pennsylvania Ave NW, Suite 200	
Washington, DC 20006	
Bailey J Langer (SBN 307753)	
blanguer@ kslaw.com	
KING & SPALDING LLP	
101 Second Street, Suite 2300	
San Francisco, CA 94105 Telephone, (415) 318-1214	
Facsimile: (415) 318-1300	
1 acomme: (415) 510-1504	
Brian Priestley (SBN 301586)	
bonestles/24slaw.com	
KING & SPALDING LLP	
633 West Fifth Street	
Suite 1700	
Los Angeles, CA 90071	
Telephone (213) 443-4348	
2	Cave No. 34-201]-00127
PROOF OF 5	ERVICE .

1	PROOF OF SERVICE
2	I the undersigned, declare:
3	
4	I am employed in the County of Los Angeles. State of California. I am over the age of 18 and not a pury to the within action, my business address is 1900 Avenue of the Stars. Suite 1400, Los Angeles, California 90067-6029.
5	
	On June 12, 2020, I served the foregoing documents) described as follows:
6	DECLARATION OF PHILLIP KLINE IN SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT WITH VERIZON DEFENDANTS
8	on the interested parties in this action by placing true copies thereof enclosed in scaled envelopes, addressed as stated on the attached service list, as follows:
- 1	BYMAIL
10	I am "readily familiar" with the firm's practice of collection and processing
11	correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal
12	Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed
-	invalid if postal cancellation date or postage meter date is more than one day after date of deposit
13	for mailing in affidavit.
14	BY PERSONAL SERVICE
15	I caused to be delivered such envelope by hand to the offices of the addressee.
16	BY FEDERAL EXPRESS OR OVERNIGHT COURIER
17	BV FAX
18	I served by facsimile as indicated on the attached service list.
19	XX BY ELECTRONIC MAIL
	I caused said documents to be prepared in portable document format (PDF) for e-mailing
20	and served by electronic mail as indicated on the attached service list.
21	Executed on June 12, 2020, at Los Angeles, California
22	XX (State) I declare under penalty of perjury under the laws of the State of California that the
23	Above is true and correct.
24	(Federal) I declare that I am employed in the office of a member of the bar of this Court at
25	Whose direction the service was made.
26	Helen Dauselsen 71 Dec Steparters (Steparters) (Steparters)
	(Type or Print Name) (Signature)
27	42 / 12

PROOF OF SERVICE

	PROOF OF	
28	Monika Ista Jasiewicz (Pro Hae Plee)	
7	STATE OF THE STATE	
26	Sean M. Oninn (CA State Bar No. 314041)	
25	Taylor G. Werver (Pro Hac Pice)	
0.00	stramer di we com	
24	Shauna M. Kramer (Pro Hac Vice)	
23	Alec Swafford (Pro Hac Vice)	
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22	Ashley W. Hardin (Pro Hac Vice)	1
21	William P. Ashworth (Pro Hac Vice)	
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0.	John E. Joiner (Pro Hac Pley)	California, Inc
19	hind-bard 7 or com	Solutions, Inc. and Nextel of
18	Washington, DC 20006 Heati K. Hubbard (Fro Hac 1 (re))	Attorneys for Defendants aprint
17	615 Connection Avenue, N.W.	
" I	BAKER & MCKENZIE LLP	
6	John Woods (Pro Hac Vice) John woods 8 Jokennel enzie com	
15	Jonathan wiland bakerns kenzie com	
14	Jonathan M. Wilan (Pro Hac Tiee)	
" [Houston, TX 77002	
13	700 Louisiana, State 3000	
12	BAKER & McKenzie LLP	
"]	Jewica averiti? bakernaktenzie com	
	Jessica L. Avenin (Pro Hac 13ce)	
la l	San Francisco, CA 94111	
9	Two Embarcadero Center, 11th Fl.	
8	Anne keltsell bakering kenzie com BAKER & McKENZIE LLP	
1	Anne M. Kelts (SBN 298710)	California, Inc.
7	Colin neurav@ tokernsckenzie.com	Solutions, Inc., and Nextel of
6	Coim H. Marray (SBN 159142)	Attorneys for Defendants Sprint
5	Tel. (650) 402-6725	
H	Palo Alto, CA 94304	
ا ۱	KING & SPALDING LLP 601 South California Avenue State 100	
3	indrason#kslaw.c.m	
2	Matthew H, Dawson	
П	Facsimile (2)3) 443-4310	
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начемиел/Аме сот	
Anna K. Tsiotsias (CA State Bar No. 319520)	
attional CA Sale Bal No. 519320)	İ
Michael Mestaz (CA State Bar No. 310354)	
mnestitz@wc com	
WILLIAMS & CONNOLLY LLP	
725 Twelfth Street, N.W.	
Washington, D.C. 20005	
Mark McGrory	Attorney for Defendants, Sprint
mark me portal erisent com	Solutions, Inc., and Nextel of
Ense IP, P.A. (Pro Hac Vice)	California, Inc.
7015 College Blvd. Suite 700	
Overland Parks, KS 66211	
Tel.: 913-777-5604	Antonio de Parlando - Table de
Steve Y. Koh (Pro Hac Vice)	Attorneys for Defendant T-Mobil USA, Inc.
Erin K. Earl (Pro Hac Vice)	CSA, IBC.
PERKINS COIE LLP	
1201 Tlard Avenue, Suite 4900	
Seattle, WA 98101	
Bobbie Wilson (SBN 148317)	Attorneys for Defendant T-Mobil
bwilson@perkinscue.com Sunta Bali (SBN 274108)	USA, Inc.
phali-7 pertinscore com PERKINS COIE LLP	
505 Howard Street, Spine 1000	
Sau Francisco, CA 94105	
Mathew S. Rosengart	Afterneys for Defendant Cellen
GREENBERG TRAURIG LLP	Partnership d'h'a Verizou Witeles
1840 Century Park East, Stine 1900	
Los Angeles, CA 90067	
Jeremy A Meier	Attorneys for Defendant Cellco
meieri/f-gtlaw com Shuran Zohar	Parmership d'h'a Verizon Wireles
zohars/r gilau com David A. Cheit	
Cheid-Perlay com GREENBERG TRAURIG LLP	
1201 K Street, Suite 1100	
Sacramento, CA 95814	
Matthew F. Bruno (Pro Hoc Vice)	
Enc D. Wong (Pro Hac Vice)	

	l	
1	GREENBERG TRAURIG LLP	
2	500 Campus Drive, Suite 400 Florham Park, NJ 07932	
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William Christopher Carmody (pra hae vice)
bearmody@susmangodfirey.com
NY Bar No. 4539278
Arun Subruanaiau (pra hae vice)
subrananianfisusmangodfirey.com
NY Bar No. 4611869
SUSMAN GODFREY L.L.P. 1301 Avenue of the Americas, 32st New York, New York 10019-6023 Telephone: (212) 336-8330 Facsimile: (212) 336-8340 Amanda K. Bonn (270891) aboun@susmangodfiry.com Meng Xi (280099)

mxid susmangodfrey com SUSMAN GODFREY L.L.P. JOOD Avenue of the Stars, Suite 1400 Los Angeles, California 90067 Telephone: (310) 789-3100 Facsimile: (310) 789-3150

Attorneyz for Plaintiffs Regents of the University of California, et al. and Plaintiff-Ralator OnTheGo Wireless, LLC

Wayne T. Lampary (1954-01)
wlampary/g constantine cannon.com
Anne Hayes Harman (1843-56)
aharman@constantine cannon com
Ari M. Yampolsky (2907-53)
syampolsky (2007-53)
syampolsky (2007-53)
150 California Street. Sune 1600
San Francisco, CA 94111
Telephone: (415) 639-4001
Facsumle: (415) 639-4002

Joseph S. Gendler (18369) joe@penallealaw.com JOE GENSHLEA LAW & MEDIATION 400 Capitel Mall, State 1100 Sacramento, CA 94814 Telephone: (916) 825-9952

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

STATE OF CALIFORNIA et al., ex rel. OnTheGo-Wireless, LLC

Plaintiffs.

Defendants

[PUBLIC REDACTED] NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT WITH VERIZON; MEMORANDUM OF POINTS & AUTHORITIES

Case No. 34-2012-00127517

CELLCO PARTNERSHIP, doing business as VERIZON WIRELESS, et al.

Date: September 24, 2020 Time: 11:00 a.m. Dept. 92 or 96. Hou. Judy Holzer Hersher

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NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT WITH VERIZON

JORDAN W. CONNORS (Pro Hac Vice) jcomors/2 susualizoditey com WA Bar No. 41649 RACHEL S. BLACK (Pro Hac Vice) RACHEL 5, BLACK (Pro Hac riback/Basuminpodficy.com WA Bar No. 32204 SUSMAN GODFREY L.L.P. 1201 Thrd Avenne. Stife 3800 Seattle, WA 98101 Telephone. (2006) 516-3880 Facsimile: (206) 516-3883

WAYNE T LAMPREY ANNE HAYES HARTMAN ARI M. YAMPOLSKY CONSTANTINE CANNON LLP

JOSEPH S. GENSHLEA
JOE GENSHLEA LAW & MEDIATION

Amanda K. Bonn

Attorneys for Plaintiffs Regents of the University of California, et al. and Planniff-Relator OnTheGo Wireless, LLC

Case No. 34-2017-00177517

NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT WITH VERIZON

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND REAL PARTIES IN INTEREST:

PLEASE TAKE NOTICE THAT on Thursday, September 24, 2020 at 11:00 a.m., or as soon thereafter as the matter may be heard, in Department 92 or 96 of the above-captioned court, located at 9605 Kiefer Boulevard in Sacramento, California, Plaintiff-Relator OnTheGo Wireless. LLC ("the Relator" or "OTG") and intervening parties the Regents of the University of California. City of Chino, City of Corona, City of Fortuna, City of Fresno, City of Long Beach, City of Oxnard, City of Rancho Cucamonga, City of Ripon, City of Riverside, City of Sacramento, City of San Bernardino, City of San Mateo, City of Santa Rosa, City of Vernou. Los Angeles County, Marin County, Orange County, Reverside County, Sacramento County, San Bernardino County, Santa Craz County, Sonoma County, Stanislaus County, Yuba County, San Diego Unified School District, Sama Ana Unified School District, Soutma County Water Agency, Woodbridge Fire District, and the Board of Trustees of the California State University ("Intervenors," and, collectively with Relator, "Plaintiffs") will and hereby do move for an order approving a) the settlement with Cellco Partnership 4/b/s Verizon Wireless ("Verizon"), pursuant to a settlement agreement between the parties and California Government Code section 12652(c)(1); and b) the settlement amounts, and bases for those settlement amounts, allocated among the Intervenors, the Non-Intervenors, the Relator, and the Relator's counsel

This motion is based on this Notice of Motion and Motion, the Memorandism of Points and Amhorities, and the Declarations of Amanda Bonn, Steven M. Shepard, Ari Yampolsky, and Phillip Kline submitted herewith.

DATED: June 12, 2020

 WILLIAM CHRISTOPHER CARMODY ARUN SUBRAMAMAN STEVEN SHEPARD AMANDA K. BONN MENG XI NICHOLAS N. SPEAR ARI S. RUBEN IESSE-JUSTIN CUEVAS SUSMAN GODFREY LL.P.

Caur No 34-2012-00127517

NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT WITH VERIZON

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MEMORANDUM OF POINTS AND AUTHORITIES

1. INTRODUCTION

After years of hard-fought lingation, Qui Tam Plaintiff OuTheGo Wireless LLC ("Relator" or "OTG") has reached a settlement agreement with Veriron that will, if approved in connection with this motion, provide \$68,231,673 to California government entities. This settlement amount represents a significant portion of the total revenues these California government entities paid Verizon for wireless services during the relevant period.

This settlement occurred after four years of active litigation, and after two day-long mediations before the Hon-Gary Frees. Judge Feess of Phillips ADR is a former federal judge on the United States District Court for the Central District of Calsfornia, who (1) previously focused has private practice on defense of False Claims Act litigation prior to taking the beach and (2) gained extensive familiarity with the merits of this action in his successful mediation of the Sprint settlement.1

Since this case was filed in 2012, Relator, Intervenors, and their counsel have had to fight hard every step of the way to achieve this exceptional result in the face of overwhelming obstacles Plaintiffs' counsel invested more than 63,114 hours and \$7,750,642.55 in costs in this case, all without any guarantee that they would prevail and be compensated. (Boun Decl. § 56.) Intervenors withstood a scorched-earth discovery cammaign, which taxed the resources and time of hundreds of government employees. And Relator made personal sacrifices, losing all of its business providing outside optimization services to Verizon because Relator chose to pursue this case, Relator, Intervenors, and their counsel overcome incredible obstacles-each and every one of which made any recovery in this case coully to achieve and far from certain-to obtain a phenomenal result.

Based on their extraordinary efforts, Relator, Intervenors, and their counsel have achieved a settlement that is fair, reasonable, and in the best uncrests of lutervenors and Non-intervenors alike California entities will receive \$68.231.673 in the Verizon settlement. The allocation of those proceeds is based on relevant factors this Court has previously approved in connection with the Sprint settlement, including (1) each entity's wireless spending with Verizon during the relevant

See http://www.phillipsadt.com/bios/gary-feess/.

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MEMORANDUM OF POINTS AND AUTHORITIES

period. (2) the increased discovery burdens borne by Intervenors compared to Non-Intervenors, and (3) whether or not Non-Intervening Customers "opt-in" and agree to be bound by the Senlement Agreement. Based on these factors, the settlement proceeds will be allocated among the following three groups, whose scope of release is outlined as follows:

- Intervenors: Thirty (30) Intervenors will sign the Settlement Agreement a participate as full parties, thereby releasing all claims within the scope the release including their claims for breach of contract;
- Non-Intervenor Verizon Customers. Two-hundred-aud-forty-eight (246) Non-Intervenor Customers, including the State of California, are allocated funds under the Settlement Agreement. The settling parties have agreed that a Non-Intervenor Customer may expressly agree in writing to be bound by the terms of the Settlement Agreement, in which case it will be subject to the full scope of the release and will receive its full settlement allocation. Non-Intervenor Customers who do not open in will receive 90% of their settlement allocations and only their California Faise Claims Act (~CFCA?) claims will be released. ns will be released
- Non-Intervener Non-Customers, Twenty-eight (28) Non-Intervenors were named in the complaint but were not customers of Verizon during the relevant time period. These entities are not allocated any share of the artilement under the Settlement Agreement, as they have no damages. The Settlement Agreement, each of the Agreement of these Non-Intervenor Non-Customers, and not any common law

(Shepard Decl. 93 14-16, Kline Decl. App'x C.)

Relator also seeks approval of a 43% relator's share with respect to recoveries by Non-Intervenors pursuant to Section 12652(g)(3) of the Government Code. This amount is consisten with the CFCA and justified by Relator's efforts in securing this exceptional recovery on behalf of Non-Intervenors against Verizon. It also ensures that Intervenors receive a 10% greater net allocation than Non-Intervenors (after accounting for Intervenors, 8% contingency fee arrangement with lead counsel) to reward their significant efforts in participating in the case throughout discovery. The below chart shows the resulting gross and net settlement allocations for Intervenors and Non-Intervenor Oustomers 2

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2 (Kline Decl. App'x, C at 5)

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MEMORANDUM OF POINTS AND AUTHORITIES

II. FACTUAL AND PROCEDURAL SUMMARY

Claims and Defenses

Relator filed this case in 2012 under the qui tom provisions of the California False Claims Act ("the CFCA"). Cal. Gov't Code § 12650 et seq. Relator filed suit on behalf of the State of California and approximately 300 California political subdivisions against the four largest wireless service providers - AT&T, Sprint, T-Mobile, and Vertzon (collectively, "Defendants"), 1 Relator alleges that Defendants (1) contracted to deliver wireless services to Plaintiffs at the "lowest cost available via "rate plan optimization" and (2) knowingly failed to do so, thereby overcharging Plaintiffs and violating the CFCA.

More specifically, Verizon first entered into a purchasing agreement, the California Wireless Commet ("CWC") with the State of California in 2005. (Third Amended Complaint "TAC" 5.45.) Subsequently, in or around 2010, Plaintiffs allege that Verizon served to extend the terms and aditions of its Western States Contracting Alliance ("WSCA") contracts—which it perotiated with Nevada-to the State of California, its agencies, and political subdivisions. (Id. 790) Plaintiffs allege that the CWC, the WSCA contracts, and the corresponding contract(s) covering Verszon's sales to California government entities, remired Verszon to provide rate-plan continization to "ensure that each subscriber is utilizing the most appropriate plan" based on the subscriber's use of wireless services. (Id. 33, 60, 71.) According to Plaintiffs, rate-plan optimization, if performed, would have saved the government emities 20% or more on their wireless-services costs. (Id. § 153.) By failing to provide rate-plan optimization on a quarterly basis. Plaintiffs contend that Verizon fraudulently overbilled the government entities and failed to provide service at the lowest cost

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MEMORANDUM OF POINTS AND AUTHORITIES

Entire	Gross	Rek	stor's Share	Intervenor Contingent Fee	Net Allocation
Intervenors (26)	\$17,979.057	25%	\$4,494,764	\$1,438,325	12.045.96B
Non-Laterveners (161)	\$50,252,615	43%	\$21,608,625	30	\$28,643,991
Grand Totals	568,231,673		526,103,389	\$1,438,325	\$40,689,939

Notably, the Office of the California Attorney General has indicated that, based on its review of the Settlement Agreement and Plaintiffs' moving papers, it does not intend to oppose Relator's request.

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Finally, Relator's counsel settled their claim for statutory attorneys' fees and costs with Version in the amount of \$23,450,000. Plaintiffs do not anticipate that any Non-Intervenor will object to the settlement of Relator's claim for fees and costs. However, should any Non-Intervenor object, the Court should approve such fees and cours as fair and reasonable. United States ex rel. Killingsworth v. Northrop Corp., 25 F.3d 715, 725 (9th Cir. 1994) (directing district court faced with objection by non-intervening government entity to "hold a hearing to determine whether the proposed settlement fairly and reasonably allocates the settlement funds" including whether "the amount paid to [Relator] and his counsel is a "fair appraisal of the value of his case and services rendered by his counsel?

Even after accounting for the statutory attorneys' fees and costs awarded in connection with the Sprint and T-Mobile settlements. Plaintiffs' counsel have invested more than \$41,727,612.55 in statutory attempts' fees and costs in this action that have not been reimbursed. In connection with their request for fees in the Verszon and AT&T settlements. Plaintiffs' counsel do not seek a multiplier on their lodestar, nor do they even seek to be fully compensated, instead, Plaintiffs counsel seek to recover \$5,277,612.55 less than their as-yet unreimbursed attorneys" fees and costs-with Verizon paying approximately two-thirds of that amount and AT&T paying the remaining third). (Bonn Decl. 5.57 & Tbl. 3.1

Relator respectfully requests that the Court approve the settlement in full

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Version has denied liability, arguing, among other things, that the contracts did not have the meaning Plaintiffs alleged, that Verizon did not act with scienter, that any alleged failure to provide optimization reports was not material, and that any damages, if any, would be speculative and minimal, In its October 21, 2019, verified Answer to the TAC, Verizon asserted that the government planniffs (I) waived my right to recovery, ratified Verizon's conduct, or otherwise modified Verizon's obligations; (2) failed to mitigate or avoid their damages; (3) were not parties to the contracts alleged; (4) failed to give notice to Verizon of the alleged breaches; (5) made performance impossible; and (6) consented to Verizon's actions.4

In December 2015, 45 government entities intervened in the action and, in addition, brought additional common-law claims for breach of contract, unfair business practices, and unjust currelment. The Intervenors include the Regents of the University of California, the Trustees of the California State University 5 the County of Sacramento, the City of Sacramento, and dozens of other local government entities. The remaining government entities on whose behalf Relator sued, mehiding the State of California, did not intervene. Instead, these "Non-Intervenors" relied on Relator to prosecute their claims. Fifteen (15) political subdivisions that initially intervened have since withdrawn their interventions. (Bonn Deel, \$24.) For purposes of the seniement, and under the CFCA, they are treated as Non-Intervenors

Along with their CFCA claums, Intervenors also asserted on their own behalf common-law claims predicated on Defendants' failure to provide optimization, optimization reports, and the lowest cost available. Those claims include (1) unfair business practices in violation of Business and Professions Code section 17200 (Third Claim for Relief): (2) breach of written commet (Fourth Claim for Relief)); and (3) unjust enrichment (Fifth Claim for Relief). (See TAC 95 193-207.)

In addition, Intervenors amended their complaint in June 2019, for three reasons. (See ROA 790. Pits." Mot. for Leave to Amend at 7 (describing amendments).) First, intervenors asserted an additional common-law claim for "Breach of Written Contract: Failure to Retain Records" --- claim

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In addition to this action, Verizon is also a defendant in State of Nevada et al. ex rel. OnTheGo Bircless v. Cellco Partnership et al., 2d Judicial District Washoe County Case No. CV12-03093, filed December 12, 2012 the "Newada Action"). The State of Nevada field a complaint in intervention in that action on February 27, 2019. The Settlement Agreement, attached to the declaration of Steven M. Shepard as Exhibit A, also settles the Nevada Action and is signed by the Nevada Attorney General's Office. The Court is not being asked to make any decisions with respect to the Nevada Action.

See Affirmative Defense Nos. 4-7, 9-10, 12-14, and 27.

The Trustees of the California State University intervened solely as to the common-law claims.

based on Verizon a failure to comply with the reconfileroing requirements of the WSCA contracts 2 5 6

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(Seventh Cause of Action), 6 (Id., see also TAC \$5.218-25.) Second, Intervenors and Relator asserted an additional CFCA claim under Government Code section 12651(a)(8) based on Verizon's discovery that it was "not performing optimization (and therefore not providing services at the "lowest cost available")" and Verizon's failure to "disclose[] this fact to the government." (ROA 790. Phy. Mot. for Leave to Amend at 7: see also TAC \$\,208-17.) Third, Plaintiffs "add[ed] factual allegations regarding "Verizon's "promises and representations to Government Plaintiffs that they could purchase, and in fact were purchasing, wireless services under the WSCA Coutracts."7 (ROA 790. Plts." Mot. for Leave to Amend at 1)

Following the Complaint's unscaling, briefing on Defendant's demirrers, and the subsequent initiation of fact discovery in early 2017, this case was actively lingated for nearly three years prior to settlement

B. Efforts by Relator, Intervenors, and Connsel to Overcome Obstacles.

As shown below, Relator, Intervenors, and their counsel made herculean efforts and sacrifices to achieve this settlement in the face of immerous and significant obstacles to recovery.

1. Efforts to Osyrrome Discovery Obstacles

Thirty lateryenors-many of whom, in turn, had dozens of decemnalized departments responsible for wireless purchasing—collectively (1) collected and produced over 1 million documents from 915 separate custodians totaling 6,157,076 pages; (2) prepared over 4,000 responses to Verizon's interrogatories, requests for production, requests for admission, and written questions seeking detailed data and information about intervenors' wireless purchasing and practices over a 13-year-period; and (3) presented their current and former employees in 133

MEMORANDUM OF POINTS AND AUTHORITIES

(Id at \$22(a) & n 10) Plaintiffs and their counsel were required to engage in such extensive motion mactice that bi-weekly (and sometimes even more frequent) calls with the Special Discovery Master were required. (Id. § 27.) Through November 26, 2019. Plaintiffs filed 18 motions to compel that involved Verizon (in addition to responding to four motions to compel that Verizon filed against Phintiffs (Id) These included motions to connel that Plaintiffs filed to rebuff mentless privilege objections that Version trocatedly and unsuccessfully asserted-motion practice that forced Vertzon to produce many of its most damaging documents. (Id. at § 22(e).) Plaintiffs' counsel reviewed Verizon's document production of 712.959 documents totaling approximately 4,039.745 pages. (Id. at ¶ 22(d)) Plaintiffs also took depositions of 23 Verizon witnesses, resulting in damming admissions by Verizon's employees that significantly increased Verizon's risk. (Id. at § 26.)

2. Efforts to Overcome Data and Damages Obstacles

In addition, this case demanded extensive data analysis in order to prove both liability and damages. The necessary data analysis was, as a technical matter, ferociously complicated, costly, and time-consuming. Simply obtaining the necessary data in the proper format was an ongoing effort that took years of discovery requests, conferring with Plaintiffs' experts, filing multiple motions to compel, and engaging in extensive meet-and-confet discussions with Verizon (Shepard Decl. 📆

Once Verizon produced its data. Plaintiffs' counsel and expert consultants spent hundreds of hours ingesting, organizing, and analyzing that data. (2d.) Plaintiffs' coursel paid over \$3 million to a team of high-caliber experts who-in tandem with counsel's extensive involvement and supervision—built the enormously complex damages models that this case required. (Boun Dec). § 48.) Three different expert teams worked as follows:9

<u>Data Processing.</u> Data processing expert Philip Kline and his team ingested, validated, and urganized the thousands of overlapping tables produced by Verizon and created a data key for each prinater's rise trains, in which each quarter contained up to 99,534 rate plans that had to be analyzed. (There

This dollar amount also pertains to work done relating to the case against AT&T. Notably, these experts did not conduct significant work on the case against Sprint, and did no work on the T-Mobile case, as T-Mobile settled before substantially producing its billing and usage data.

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MEMORANDUM OF POINTS AND AUTHORITIES

depositions that were either noticed by, cross-noticed by, or amended by Verizon's counsel. (Boun

The amount of time spent by Intervenors and counsel collecting documents, investigating the facts necessary to prepare written discovery responses, and preparing for depositions was extraordinary. Not only were there 30 separate Intervenors, but many of them had dozens or even hundreds of sub-divisions that made separate wireless purchasing decisions. For instance, while the California State University system is only technically a single Intervenor, 21 separate campuses plus the Chancellot's Office were involved in responding to discovery. (Bonn Decl. § 24(c).) Many of those campuses, in turn, had further decentralized wireless purchasing among various departments (1d) As a result, the burdens on certain Intervenors were especially severe. For instance, the University of California Board of Regents alone had to prepare answers to 649 Requests for Admission (RFAs), while the California State University had to prepare responses to 116 RFAs. (Id. at § 24(d)) In yet mother example, the University of California identified more than 650 senerate departments that had a role in independently much sing and managing wireless services. which led Defendants to request the production of documents from low-level custodians spread out amonest laundreds of diffuse departments. (Id. § 24(c).)

This Court bifurcated discovery into Phase I and Phase II. In addition to the 30 linervenors, Phase I also included the State of California and eight other Non-Intervenors. In order to prepare for Phase L Relator's counsel worked closely with the State AG's Office to identify and produce relevant documents and to identify and interview relevant witnesses. (Bonn Decl. §24(f).) Relator's counsel also took third-party document discovery from the remaining Non-Intervenors in Phase I.

At the same time as Intervenors and counsel bore these extensive discovery obligations Plaintiffs' counsel pressed Venzon to produce relevant discovery. Plaintiffs' counsel served seven sets of requests for production, six sets of special interrogatories, and one set of form interrogatories

Although Intervenors prepared responses to all of Verizon's RFAs, the parties' agreement discovery obviated the need to serve some of the RFA responses. (Bonn Decl. § 24(b) n.11) ul to stay

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were \$2 quarters in the thirteen-year damages period.) Each of those rate plant, in http://included.nearly/100 relevant terms and conditions:

- Statistical Modeline: Statistician Bill Wecker generated a separate random sample of each California government entity's billing and usage data for analysis and computed the final damages amounts.
- Oremization Analysis, Optimization expert Camerou Sowder, assisted by four staff cumployees, prepared lumdreds of optimization reports for the tullium and usage data in the sample quarters identified by Wecker Mr Sowder end his team also analyzed the hundreds of reports that Verizon had sent to the California government entities, in order to prepare to those that these reports did not qualify as "optimization" reports.

(Shepard Decl. 18 18-19.)

Each one of these steps of analysis was fraught with technical challenges. Successfully completing this critically-important effort required Plaintiffs' counsel to work hand in hand with their experts, grapple with complicated logistical and technical data issues, meet-and-confer extensively with Verizon, and file numerous motions to compel.

3. Efforts to Overrome Verizon's Defenses

Venzon asserted several defenses that could have wiped out Plaintiffs' claims altogether, at summary indement or trial, if credited by the Court or the jury. Verizon raised challenges to materiality, causation, and scienter-any one of which could have, if credued, resulted in a total

Demurrers Vericon, along with the other Defendants, filed three joint demurrers that Plaintiffs' counsel successfully briefed and argued. Those demanters challenged analtiple aspects of Plaintiffs' case, ranging from challenging Plaintiffs' interpretation of the Master Contracts, to questioning whether the public disclosure bar applied, to asserting that Plaintiffs had failed to plead the requisite elements of the CFCA claim with particularity. (Yampolsky Decl. § 18.) Plaintiffs' counsel overcame these demurrers in full. (Id.) Years later, when Plaintiffs sought to amend the Complaint to add allegations against Verizon based on facts learned in discovery, Plaintiffa' counsel once again successfully briefed (1) a motion for leave to amend and (2) Verizon's subsequent demniter. (Boim Decl. 97 27, 34.)

Materiality. Defendants including Verizon argued that Plaintiffs could not establish materiality because (1) many latervenors did not specifically request "optimization reports"; (2)

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^{*}Because the claims described in this paragraph are cummon-law claims rather than CFCA claims, they are asserted by Intervenors solely on their own behalf, and not by Relator on behalf of Non-

⁷ Plaintiff's also made edits relating to Government Plaintiffs who had withdrawn their intervention and the then-pending settlement with Sprint. (ROA 790, Pits. 'Mot. for Leave to Amend at 7 n.3)

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some Intervenors lared third-party optimization firms; and (3) all Intervenors continued paying their wireless invoices after joining this lawsuit. (Id. § 6.) Verizon argued that these facts established a lack of materiality under Universal Health Servs. v. United States ex rel. Exceber, 136 S. Ct. 1989. 2003-04 (2016) (holding when "the Government regularly pays a particular type of claim in full. despite actual knowledge that certain remirements were violated, and has signaled no change in position, that is strong evidence that the requirements are not material").

Scienter, Verizon argued that it did not act with the requisite scienter under the CFCA. Verizon attempted to advance several alternative interpretations of the WSCA contracts, including by arguing that: (a) optimization reports were only required to be sent to Nevada (the lead state that negotiated the WSCA contracts), not to government customers in California: (b) ortimization reports only had to be sent when the customer specifically requested them; (c) "optimization" could have meant other things besides selecting the "lowest cost available" rate plan, and (d) the "lowest cost available" provision was prefetory and did not impose a binding obligation on Verizon. (Bonn Decl. 5.7.)

Consortion and Damages, Veryon also raised several defenses relating to causation and damages. Verizon attempted to clicit testimony that California Government Customers did not always follow recommendations regarding wireless services that Verizon made. Verizon apparently intended to argue that (1) even if it had provided optimization reports, California Government Customers would not necessarily have accepted the "lowest cost available" rate plans and (2) therefore. Plauntiffs could not prove causation and non-speculative damages. (Id. § 8.)

Plaintiffs disagree vehemently with Defendants' arguments above. However, Relator, Intervenors, and counsel went to great lengths to gather discovery necessary to defeat these or guments. Continued litigation would carry the risk that the Court or jury might credit one or more such defenses, any one of which could have reduced Plaintiffs' recovery to zero.

Settlement Agreement with Verlzon

Given the litigation risks both sides faced. Verizon and Plaintiffs agreed to discuss settlement, Verizon and Plaintiffs participated in two day-long mediations on October 24, 2019 and

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generally Kline Decl.) In this case, as was the case in the Sprint and T-Mobile settlements, the spending on Verizon wireless services is the best available proxy for damages. (Shepard Decl

The Verizon Overall Proposed Allocation is Appendix B to the Kline Declaration, and is incorporated into the Verizon Settlement Agreement (it is Exhibit A to the Verizon Settlement Agreement). Appendix C to the Kline Declaration shows the allocations to California emities only. and organizes the California entities into three groups; Intervenors; Non-Intervenor Customers; and Non-Intervenor Non-Customers, 12

The result is that out of the total \$76 million settlement, \$68,231,673 is allocated among California Plaintiffs, while the remaining \$7.768.327 is allocated to the Nevada Action. (Kline Decl.) App'x B at 6.)

data shows that California Plaintiffs account for of Verizon's total relevant wireless services revenue; relevant revenue from Nevada Plaintiffs accounts for the remaining (Shepard Decl. 5.13(c))

Intervenors and Consenting Non-Intervenors, who will become parties to the Settlement Agreement as described more fully below, will each receive 100% of their respective settlement allocations set forth in the Verizon Overall Proposed Allocation. (Id. § 15.) Non-Consenting Non-Intervenors who do not "opt in" to the Settlement Agreement will only receive 90% of their settlement allocations. (Id. § 14.) The remaining 10% of the settlement allocations for Non-Consenting Non-Intervenors will be redistributed amonest the California Intervenors and California Consenting Non-Intervenors in proportion to their spending on wireless services with Verizon. (Id.)

and "optimization" claims.) This approach was not possible with Sprint due to data limitations, and thus spending on equipment was also considered for Sprint.

12 In light of a confidentiality designation by Verizon, the version of Appendix C that is being publicly filed in support of this motion has been redacted to exclude one column, which shows for each entity the following percentage: (gross allocation to the entity) / fotal relevant wireless spending by all California entities). Pursuant to Cal. R. Court 2.551(b)(3), Plaintiffs have lodged an unredacted copy of this document with the Court. Care No. 34-2012-00027517

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November 21, 2019, before the Honorable Gary Feess of Phillips ADR, with representatives of several intervenors in attendance. (Id. at § 3.) In written submissions to the mediator, the parties provided caudid assessments of their cases and their settlement positions. (Id.) At the mediation, Judge Feers discussed with each side the complexity of the legal and factual issues, and assisted the parties in narrowing their differences, (Id.)

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Ultimately, the parties agreed that Verizon would pay \$76 million to settle all claims in this action and the Nevada Action, and executed a binding sentement term sheet. (Id.). Verizon and Plaintiffs' counsel also separately negotiated and executed a term sheet to settle Plaintiffs' counsel's claim for stansiory attorney fees and costs pursuant to Cal. Gov't Code §12652(g)(8), (Id.)

In the mouths since the mediation, the parties have drafted and negotiated a long-form Scitlement Agreement with respect to this California Action and the Nevada Action. (Shepard Deck. § 3 & Ex. A thereto.) Relator and Veriton have approved and executed the Settlement Agreement, The Settlement Agreement is conditioned on certain events, including this Court's entry of an order in a form incorporated as part of the Settlement Agreement. While the Settlement Agreement submitted with this motion addresses both the Nevada and the California Action. Plaintifft ask this Court to issue rulings with respect to settlement of the California Action only. Plaintiffs are not asking this Court to issue any rulings with respect to settlement of the Nevada Action, or to approve

D. Proposed Preliminary Allocation of Verizon Settlement Proceeds

Plaintiffs' expert Phillip Kline prepared the allocation of settlement funds using data produced by Verizou, 10 Mr. Kline applied the same principles that were used in preparing the previously-approved Sprint and T-Mobile settlement allocations, allocating settlement fluids based solely on each entity's spending on Verizon wireless services during the relevant period.11 (See

¹⁰ Vertion takes no position on the allocation of the settlement payment between this action and the Nevada Action, or the allocation of the settlement payment between Intervenors and Non-Intervenors in this action. (Shepard Deel. Ex. A § 27).

¹¹ Mr. Kline was able to further refine the approach here by excluding spending on equipment and focusing only on wireless services spending (which is pertinent to Plaintiffs, "lowest cost available." Case 86 34-2012-012731. 11
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None of this remaining 10% will be distributed to any Nevada entities. This re-allocation, among the California entities, will be shown in the Verizon California Final Proposed Allocation, which Relator will submit to the Court prior to the Approval Hearing. The Verizon California Final Proposed Allocation will be an updated version of Appendix C to the Kline Declaration, and it will show the final proposed allocation amount for each California entity after making the calculations described above

E. Proposed Process for Obtaining Consent to the Verizon California Settlement

On June 1, 2020, the Court approved the Joint Motion and set the Approval Hearing for September 24, 2020. (ROA 1067.) The same Order also approved the notices to be sent, by Relator, to all Non-Intervenors informing the Non-Intervenors of the settlement. (Id.)

Each Intervenor has approved (or is in the process of approving) the terms of the Senlement Agreement and its Exhibit A (the Verizon Overall Proposed Allocation). (Bonn Decl. § 3(d).) Plaintiffs will collect signature pages from each Intervenor, and submit them to the Court prior to the Approval Henring, (Id.)

In addition, by the time of the Approval Hearing, Relator's counsel will have fulfilled the Court-approved notice procedure for notifying Non-Intervenor Customers and providing them with (1) an opportunity to object and (2) instructions for executing a Consent and Release by which such Non-Intervenors may join the Settlement Agreement as parties. (Id. at § 3(e).) The notice packet sent to Non-Intervenor Customers will include unreducted versions of this Motion for Approval and all exhibits thereto.

Relator's counsel have consulted with the Office of the California Attorney General and attorneys for Defendants regarding the State of California's participation in this "opt-in" procedure. Based on those consultations, Relator's counsel understand that a significant number of state spencies may consent to this settlement, and thereby obtain their 100% allocation. That did not occur in the earlier T-Mobile and Sprint settlements (no part of the State of California consented to those settlements). The Office of the Attorney General, Plaintiffs, and Verizon agree that Susman Godfrey L.L.P. will also provide specific notice to the various state agencies, identified by the Office

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of the Attorney General, that account for the vast majority of the State's allocated settlement dollars.

Those agencies will then be afforded an opportunity to "opt in" to the settlement by providing consents to Relator's counsel. State agencies that opt-in will be treated as Consenting Non-lineary-enough under the centlement.

Relator also has identified 28 Non-Intervenor Non-Customers. (Shepard Decl. ¶ 18(k); Kline Decl. App's. C.) These are California subdivisions that were named as Plaintiffs in Relator's Complaint, but which, according to Verizon's data, did nor buy material amounts of wireless services from Verizon during the period of 2011 to 2019. (Id.) These Non-Intervenor Non-Customers are listed as a separate category in Appendix C to the Kline Declaration, which shows them as having 50 of revenue, and receiving 50 in settlement proceeds. (Id.) Verizon and Plaintiffs have agreed that these Non-Intervenor Non-Customers are not parties to the settlement and are not bound by the broad releases therein. (Shepard Decl. Ex. A ¶ 44.) Non-Intervenor Non-Customers will accordingly receive notice of the settlement informing them of the date for the settlement approval hearing and the deadline for objections, contact information for counsel, and directions to a website from which they can download the publicly filed versions of this Motion for Approval and all exhibits thereto. (Id.)

F. Scope of Release In Consenting and Non-Consenting Non-Intervenors.

The Settlement Agreement protects the rights of Consenting and Non-Consenting Non-Intervenors with respect to the scope of their release in several ways.

Non-Intervenors may consent to the join the Settlement Agreement by executing a "Consent and Release by Non-Intervenor" should they wish to receive their full settlement allocation (rather than 90% of ir). (Shepard Decl. § 4, id. Ex. A § 42.) Those who do so become parties to the Settlement Agreement as "Consenting Non-Intervenors." Intervenors and Consenting Non-Intervenor Customers agree to release Venzon from "any and all manner of claims . . . arising out of or in any way connected with the Covered Conduct " (Shepard Decl. Ex. A §§ 29, 42.) Covered Conduct includes "all allegations in the California Action (in the California TAC or any prior Complaint) relating to Verizon." (Id. § 25.) This release not only releases CFCA claims, but

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[the CFCA].* Id. Protection of the public fise is the primary policy behind the CFCA. Ser State of California ex rel. Bowen v. Bank of Am. Corp., 126 Cal. App. 4th 225, 236 (2005) ("The ultimate purpose of the [CFCA] is to protect the public fise."); Am. Commer Serva. v. Allied Mold & Die, Inc., 94 Cal. App. 4th 854, 858 (2001) (name). The Ninth Circuit has interpreted similar provisions of the federal False Claims Act. upon which the CFCA was patterned to permit the Court to review and approve a settlement agreement between a relator and a defendant, even over the government's objection, so long as it is fair and reasonable. Killing morth, 25 F,3d at 725.

California courts approving settlements in the analogous class action context limit their inquiry "to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." In re Microsoft I-1' Croses, 135 Cal. App. 4th 706, 723 (2006) (quotation marks and citation omitted). California courts presume that a settlement is fair where it "is the result of arms'-length negotiation, investigation and discovery... are sufficient to permit counsel and the court to act intelligently, counsel are experienced in similar lingation, and the percentage of objectors is small." Id. (quotation marks and citation omitted). In exercising their broad discretion to approve settlements. California courts "should consider relevant factors, which may include, but are not limited to the strength of plaintiffs' case, the risk, expense, complexity and duration of further litigation... the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of [absent class members] to the proposed settlement." Id. (quotation marks and citation omitted).

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND IN THE BEST INTERESTS OF INTERVENORS AND NON-INTERVENORS.

A. The Settlement Is Entitled to a Presumption of Fairness.

A trial court applies a "presumption of fairness" to a sentement that is the product of "arm'slength negotiation," where "investigation and discovery ... are sufficient to permit counsel and the court to act intelligently, counsel are experienced in similar litigation," and there is only a small percentage of objectors. Id.

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also common-law claims including claims for breach of contract. However, this release is limited to claims "arising out of or in any way connected with the Covered Conduct"—the same limitation used in the settlement agreement with Sprun. (M, § 31(a).)

By contrast, the Settlement Agreement limits the scope of release for Non-Consenting Non-Intervenors to the asserted CFCA claims only. The Settlement Agreement provides that the release of claims of Non-Consenting Non-Intervenor Customers who are not parties to this Agreement is limited to "the specific claims Relator asserted on behalf of the Non-Consenting Non-Intervenors under California Government Code section 12651(a) in the California Action pertaining to the Covered Conduct." (Id. 37, 31(b), 44.) Thus, only the specific CFCA claims alleged in Relator's complaints will be released on behalf of Non-Consenting Non-latervenor Customers, as authorized by the CFCA. Cal. Gov't Code § 12652(c)(1). For instance, Intervenors' TAC added a cause of action for "Breach of Written Contract: Failure to Retain Records" based on Verizon's failure to comply with the recordsceping requirements of the WSCA Contracts. (TAC 32 218-24.) Because these recordsceping requirements were never the basis for Plaintiffs' CFCA claims. Non-Consenting Non-Intervenors would not release any claims based on them.

The Settlement Agreement also protects Intervenors, Consenting Non-Intervenors, and Nou-Consenting Non-Intervenors alike by (1) expressly disclaiming any release based on "[c]laims not arising out of or in any way connected with the Covered Conduct" and (2) enumerating specific categories of potential reserved claims, in language that closely tracks similar language from the T-Mobile and Sprint sentement agreements. (Shepard Decl. Ex. A § 31(a).)

Finally, the "exclusive jurisdiction and venue for any dispute relating to this Settlement Agreement as it relates to the California Action is the Superior Count for the County of Sacramento," meaning this Court has jurisdiction over any such dispute. (M. § 64.)

III. LEGAL STANDARDS

A relator may release CFCA claims only as "part of a court approved settlement" Cal.

Gov't Code § 12652(c)(i). The Court must determine whether dismissal – and, accordingly, the
settlement – is in "the best interests of the parties involved" and furthers "the public purpoves behind

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This settlement is entitled to a presumption of farmers. Id. The combined settlement of \$76 million, to settle the California and Nevada Actions, was the product of an arms-length negotiation and a mediator is proposal. That negotiation occurred seven years after this action was filed and after (1) an extensive investigation while the matter remained under seal; (2) briefing, argument, and decisions by this Court on Verizon's multiple demuners, and (3) nearly three years of active and voluminous discovery. The parties mediated before the Hon. Gary Feess, an experienced mediator, retired federal judge, and former False Claims Act Intigatos—who had experience successfully mediating Relator's claims against Sprint. (Bonn Decl. § 3(a).) This settlement therefore resulted from an arms-length negotiation, based on an investigation and discovery sufficient to permit counsel and the Court to intelligently assets its fairness.

B. The Settlement Is Fair and Reasonable Under the Relevant Factors.

There is no reason to question the presumption of fairness here, as all relevant factors confirm that this is not only a fair but an exceptional settlement. The Sprint "benchmark," the risk associated with further lingation, the extent of discovery, and the expense, complexity and duration of further litigation all confirm that this settlement represents an outstanding result for Non-lineryenors.

1. The Settlement Is Fair in Comparison to the Prior Sprint Settlement

The Settlement Is Fair Given the Riska Associated with Further Litigation.

From the beginning of this case, Defendants including Verizon expressed total confidence that they would prevail at summary judgment or trial and that damages were either unprovable or else very low. More specifically, Verizon asserted the defenses described in Part II.B.3 above.

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Plaintiffs strongly disagree with Vertzon's materiality, scienter, crusation, and damages arguments. But continuing to litigate would present the risk of defeat at summary judgment, trial, or on appealresulting in zero recovery. The settlement is fair in light of avoiding such risk.

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The Settlement Is Fair Given the Extent of Discovery, the Stage of Proceedings, and the Expense, Complexity, and Duration of Further Litigation.

The settlement is also fair in light of (a) the extensive discovery Relator, Intervenors, and their counsel have already conducted and (b) the expense, complexity, and duration of continued discovery, trial, and any appeals. The defensive and offensive discovery obligations on Relator, Intervenors, and Relator's counsel described in Part II.B.1 above and the accompanying Bonn. Shepard, and Vampolsky declarations were nothing short of crushing. Indeed, 15 Intervenoes dropped out precisely because of the enormous burden of their defensive discovery obligations. which taxed limited government resources. (Bonn Decl. § 24.) These tasks also have been incredibly time consuming and costly for Plaintiffs' counsel. The burdens on Intervenors' and counsel's time and resources would only have continued to grow if litigation had continued.

Indeed, at the time of settlement, Verizon was threatening to depose an additional 78 Intervenor witnesses in a six-week period. (Id. § 10.) Plaintiffs' counsel anticipated incurring significant additional time and costs to finalize and serve their expert reports, review the reports of and depose Verizon's experts, prepare rebuttal reports, brief summary judgment and Daubert motions, and prepare for trial. (Id.) And while a trial had been set for Mey 2020, that was only a Phase I trial for 30 Intervenors and eight Non-Intervenors. After resolution of that trial, Relater and Relator's counsel faced the prospect of further protracted litigation, discovery, summary judgment, and potentially another trial for the hundreds of remaining Phase II Non-Intervenors. And of course, that is to say nothing about resolution of any appeals that Verizon may have pursued if Plaintiffs mevailed at trial, (Id.)

Continued litigation would require the investment of significant additional expenses, taxing the resources of Relator, Relator's counsel. Intervenors, and eventually Non-Intervenors. While Relator's counsel have put together a compelling case, even if they were to prevail, it could be years

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on behalf of Non-Consenting Non-Intervenors. Nor would it permit the release of potential CFCA claims relating to conduct not at issue in the present acti-

Relator has addressed this concern in several ways. Here again, Relator and Verizon have modeled this release procedure on the precedents set by this Court in the Sprint and T-Mobile settlements. First. Non-intervenors only waive non-CFCA claims to the extent that they "opt in," execute a Consent and Release, and thereby voluntarily become parties to the Settlement Agreement, Second. Non-Consenting Non-Intervenors only release 'the specific claims Relator asserted ... under California Government Code section 12651(a) in the California Action pertaining to the Covered Conduct."14 (Shepard Decl. Ex. A § 31(b)(i)) Third, this Court has jurisdiction disputes trising from the Settlement Agreement. See supra Part II.F.

Thus, both the settlement allocation plan and the scope of the release with respect to Non-Intervenors are fair, reasonable, and consistent with the CFCA.

V. RELATOR'S REQUEST FOR A 43% SHARE OF NON-INTERVENOR SETTLEMENT PROCEEDS IS JUSTIFIED.

Relator's request for a 43% share of settlement proceeds recovered for Non-Intervenors is also fair and justified by the extraordinary efforts Relator, Intervenors, and counsel have devoted toward this lingation. The Office of the Attorney General does not intend to object to this amount. (Yannoolsky Decl. § 29.) In the related Nevada Action, the Office of the Attorney General of Nevada has agreed to a 43% Relator's share. (Shepard Decl. § 13(c).)

The CFCA entitles Relator to a share of the recovery by the Intervenors and Non-Intervenors, Cal. Gov't Code § 12652(g)(2), The Venzon Overall Proposed Allocation reflects a 43% Relator's share of the California Non-Intervenors' gross allocation, for a total of \$26,103.389, with \$21,608.625 from the Non-Intervenors' settlement allocation. 15 (Kline Decl. App's B at 6)

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until Non-intervenors would see any recovery at all. (Id. § 11.) Thus, a settlement representing of Verizon's relevant revenue is fair and reasonable in light of the stage of the proceedings discovery conducted to date, as well as the expense, complexity, and potentially prolonged chiration of further litization before Non-Intervenors could secure a recovery.

The Scope of Release and Settlement Allocation Plan Are Fair and Reasonable,

Not only is the overall amount of the settlement thir, but the allocation of settlement funds among Intervenors, Non-Intervenor Verizon Customers, and Non-Intervenor Non-Customers—as well as the scope of the release for Non-Intervenors—is also fair and reasonable,

The Verizon Overall Proposed Allocation is fair and reasonable to all California Government Plaintiffs. As described in detail in Part II D above, each government emity's share of purchases made from Verizon under the contracts, as reflected in the revenue data provided by Verizon, is the basis of its settlement allocation. 13 Consenuing Non-Intervenors who choose to be bound by the Sentement Agreement will receive 100% of their allocation, while Non-Consenting Non-Intervenors will receive 90% (with the remaining 10% being distributed among Intervenors and Consenting Non-Intervenors). This proposed allocation plan distributes the settlement proceeds fairly and transparently. (Shepard Decl. 7 13.)

The Settlement Agreement also protects Non-Intervenors with respect to the scope of their release. If a relator brings "a civil action for a violation" of the CFCA for itself and "either for the State of California or for a political subdivision" and litigates the case without intervention, "the out tom plaintiff shall have the same right to conduct the action as the Attorney General or prosecuting authority would have had if it had chosen to proceed." Cal. Gov't Code \$ 12652(f)(1). This right includes the right to dismiss the action and "waive[] or release[]" a claim for a CFCA violation as "part of a court approved settlement of a false claim civil action brought under [the CFCA] "Id. § 12652(c)(1). However, the CFCA does not authorize the release of non-CFCA claims

11 Verizon takes no position on the allocation of the settlement payment between Intervenors and Non-Intervenors in this action, except to the extent that the Parties have agreed to the 10% reduction for Non-Intervenors in the absence of a signed Consent and Release. (Shepard Decl. Ex. A 37.27,

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Yampolsky Decl. § 2.) As required by the CFCA, each California government entity pays the Relator's share from its settlement allocation

California Government Code section 12652(g)(3) entitles a relator to receive from Non-Intervenors an amount that the Court determines is "reasonable for collecting the civil penalty and damages on behalf of the government," which amount "shall be not less than 25 percent and not more than 50 percent of the proceeds of the action or settlement." Cal. Gov't Code \$ 12652(g)(3), In light of the legislative history of the federal FCA and the Department of Justice's Relator Share Guidelines, 16 federal courts look to numerous factors in determining a relator's percentage share of the proceeds, including:

- . The significance of the information provided to the government:
- Whether the government would ever have known about the FCA violation but for the information or documents the relator provided;
- Whether the relator's complaint exposed a widespread scheme;
- · Whether the relator cooperated with the government and its investigation;
- - Whether the relator and relator's counsel performed work that was helpful to settlement negotiations or helped to negotiate a settlement. 1I

Based on these factors, Relator's extensive participation in this case-with respect to prosecuting the claims against all the Defendants, in general, and to Verizon, in particular-merits a 43% share of the Non-latervenors' settlement allocation for several reasons.

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¹⁴ This provision means that non-CFCA claims arising from Covered Conduct are not released. Nor would Non-Consenting, Non-Intervenors release CFCA claims that were not asserted in this suit.

 $^{^{13}}$ Verizon was not consulted and takes no position regarding Relator's share and, as set forth in the Settlement Agreement, denies Plaintiffs' allegations. (Shepard Decl. Ex. A \S 51.)

¹⁶ S. Rep. No. 99-345, at 28 (1986), reprinted in 1986 U.S.C.C.A.N. 5266, 5293; U.S. Dep't Of Justice, Guidelines Regarding Relator's Share (Dec. 10, 1996), reprinted in 11 False Claims Act and Qui Tan Quarterly Review, at 17-19 (Oct. 1997).

¹⁷ Soe, e.g., United States et rel. Shoa v. Pericon Communications, 844 F. Supp. 2d 78, 81-82, 83-84 (D.D.C. Feb. 23, 2012); United States ex rel. Rille v. Hewlert-Packard Co., 784 F. Supp. 2d 1097, 1100-01 (E.D. Ark. 2011); United States ex rel. Johnson-Packard v. Rapid City Reg'l Hosp., 252 F. Supp. 2d 822, 897–98, 899-900 n.1-2 (D.S.D. 2003); United States et rel. Alderson v. Quorum Health Grp., 171 F. Supp. 2d 1323, 1332-35, 1338 (M.D. Fla. 2001); United States ex rel. Prant v. Alliant Techsystems, 50 F. Supp. 2d 942, 948 (C.D. Cal. 1999).

A. A 43% Share Is Appropriate Because of the Extraordinary Results Relator Obtained for Son-Interveners.

First, Relator should be rewarded with a 43% share in light of the extraordinary results achieved on behalf of Non-Intervenors against Verizon. As discussed in Part IV.B.1 above, this settlement exceeds the Sprint benchmark by (Separd Decl. § 13(d).) In dollar terms, that means Non-Intervenors obtained about more from Verizon than they would have obtained if Relator had settled at the Sprint benchmark. (3d) Relator achieved this exceptional result normathiumding the serious challenges presented by the case against Verizon, as described in Part IIB above—including various defenses on the merits, heavy discovery obligations, alguificant expenses, and complex logistical and expert work. Increasing Relator's share to 43%, as opposed to the 42% Relator's share in the Sprint settlement, will amount to an additional \$502.526 for Relator. (Vampolsky Decl. § 28.) That amount, in turn, represents only (or the later) increase in dollar recovery that Relator achieved for Non-Intervenors in the Verizon settlement, as compared with the Sprint settlement.

B. A 43% Share Is Appropriate Because of Relator's Extraordinary Efforts and Sacrifices.

Second, Relator's efforts against Verizon were extraordinary. The efforts by Relator's counsel during this litigation are described in Part ILB above, Part VI below, and in the accompanying Bonn, Shepard, and Yampolsky Declarations. These efforts were much greater than Relator's efforts against Sprint (there were only seven Sprint-related depositions, and only preluminary Sprint-related expert work). The vastly increased efforts by Relator against Verizon also ment an increase to a 43% Relator's share.

But Relator's efforts and sacrifices to bring this case to fruition began much earlier. Relator discovered and reported to the government a long-running, widespread fraud about which the government was unaware. Relator brought to bear years of experience in the field of telecommunications expense management to understand that Defendants did not produce genuine

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understand that the government's wireless lines were not optimized (such as detailed usage data and the elements and price terms of all rate plans available under the contracts to the government); and (3) Verizon did provide, from time to time, misleading analyses that Verizon tried to pass off as rate-plan optimization, but were a far cry from the genuine article. (Id. § 14.) Moreover, Relator's investigation made clear that the same conduct affected numerous government entities. (Id.)

Relator also made additional sacrifices to pursue this case. Relator had previously provided outside optimization services to Verizon for many of Verizon's commercial customers. After the State of California declined to intervene, Verizon terminated all dealings with Relator, thereby ending Relator's business and blackballing its founder and owner, Jeffrey Smith, from further work in the industry. Verizon also threatened to sue Relator for breach of contract, and to seek sanctions against Relator, if Relator moved forward with the CFCA claims. Relator persevered on behalf of Non-Intervenurs despite the real costs, and the real risks, it endured. (Id. 5, 17.)

These facts support an enhanced Relator's share from Non-Intervenors' settlement proceeds with respect to the Verizon settlement.

C. The Relator's Share Treats Intervenors and Non-Intervenors Fairly.

Third, a 43% Relator's share of the Non-Intervenors' recovery appropriately recognizes the significant resources that intervenors devoted to the pursuit of this matter.

The CFCA, unlike the federal False Claims Act, offers a larger share to a relator when a government entity does not intervene. Compare Cal. Gov't Code § 12652 (g)(3) (awarding a relator up to 50 percent of a government entity's recovery) with 31 U.S.C. § 3730 (d)(2) (supping the relator's award at 30 percent). The Legislature departed from federal precedent because it understood some CFCA cases are so complex and risky that they require a large reward to encourage whistleblowers and their lawyers to prosecute them. This case – which involves landreds of local-government victims and thus immease lutigation burdens – is one of them.

Intervenors agreed, when signing up Relator's counsel to represent them, that Relator would receive a 25% share of Intervenors' gross proceeds, and that Relator's counsel would receive an 8% contingency fee (in addition to their statutory attorneys' fees). (Yampolsky Decl. § 27.) In total,

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rate-plan optimization reports in accordance with their contractual obligations. (Vampolsky Decl. § 9.) Having worked as a vendor for several of the Defendants, as well as ast across the table from them when Defendants' commercial customers hired Relator to reduce their wireless costs. Relator knew Defendants produced a multiplicity of reports to their customers that might look like – and in some cases even be called – rate-plan optimization reports. (Sor, e.g., TAC \$\frac{11}{12}\$ 111-119.) Relator also knew that real optimization reports required specific elements – a line-by-line analysis of historic usage, consideration of all rate plans available to the user, and, critically, a selection from those available rate plans of the one that would yield the lowest cost – and that Defendants did not provide such analyses to their government customers on a regular basis. (Vampolsky Decl. § 9.) These facts support a 43% Relator's share. Sea, e.g., United States et rel. Alderson v. Quorum Health Grp., 171 F. Supp. 2d 1323, 1332 (M.D. Fla. 2001) (approving relator's share 1% below the federal maximum where "the weight and importance of (the relator's) initial allegations and his knowledge of hospital cost accounting formed the enduring foundation upon which the multi-million dollar recovery stands).

Relator and its counsel met with and evaluated the claims of many California government emitica, reviewing their records and interviewing their comployers to assess the strength and scope of their claims. The information the Relator provided, the Relator's expertise in understanding and explaining the contracts and their requirements, and the Relator's expertise in understanding and explaining the contracts and their requirements, and the Relator's analysis of government purchaser's records led to more than three dozen California political subdivisions—including some of the largest political subdivisions—intervening in the action. This is particularly notable because the political subdivisions did so despite the declination of the State of California. (Yampolsky Decl. 37.8-15.)

Relator's complaint exposed a widespread, long-running scheme that caused the State of California and hundreds of its political subdivisions to pay significantly more for wireless services than they should have paid. Relator revealed a frand about which the government did not know. Until Relator stepped forward, the government did not know about the fraud because (1) the contracts were complex; (2) the government did not have access to the information needed to

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MEMORANDUM OF POINTS AND AUTHORITIES

therefore, Intervenors agreed to give up 33% of their gross proceeds. (Id.) Intervenors struck this deal with Relatot early on in the case—before anyone realized just how massive the discovery obligations would be. If Relator is awarded a 43% share of Non-Intervenors' gross proceeds, that will mean that intervenors will receive ner proceeds that are 10% higher (67% of the gross) than the ner proceeds that Non-Intervenors will receive (57% of the gross) (Id.)

This 10% differential between Intervenors' and Non-Intervenors' net recovery is an appropriate reward for the Intervenors, in compensation for the tremendous sacrifices that Non-Intervenors made to participate in this case. As described in Part II B 1 above, Intervenors spent thousands of hours to collect and produce millions of pages of documents from hundreds of decentralized e-mail custodians, to respond to a never-ending burrage of interrogatories and written questions from Defendants, and to prepare for and attend depositions. By contrast, this case required much less from Non-Intervenors, (Id. ¶ 28.) The case settled before any Non-Intervenor, including the State of California, had to produce a single witness for a deposition. (Id.) Few Non-Intervenors produced any documents, and the few that did collectively produced less than 10% of the number of documents the Intervenors produced. (Id.)

For all of these reasons, Relator respectfully submits that # 43% Relator's share of the Nou Intervenors' settlement proceeds is warranted.

VI. IF ANY NON-INTERVENOR OBJECTS, THE COURT SHOULD FIND THAT \$33,49,000 FOR STATUTORY A FLORNEYS' FEES AND COSTS IS FAIR AND REASONABLE.

Finally, Relator's counsel settled with Verizon for \$23,450.000 to resolve their claim far statutory attorneys' frees and costs parsmant to Cal. Gov't Code \$12652(g)(8). (Bona Dect. § 3(c). Shepard Dect. Ex. A § 52.) This amount was separately negotiated after the parties had negotiated a settlement in principle of Plaintiffs' CFCA and related claims against Verizon. (Bona Dect. § 3(c).) Neither Intervenors nor Verizon objects to this settlement. Plaintiffs do not anticipate that any Non-Intervenor will object. However, should any such objection arise, the Court should apparate this allocation for counsel's attorneys' fees and costs as fait and reasonable.

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¹¹ The total gross settlement allocation, to all California Non-Intervenors, is \$50,252.615, (Shepard Decl. § 13(d).) One percent of that amount is \$502.526.

Where the government or a relator prevails in or settles a CFCA action, the relator "shall receive an amount for reasonable expenses that the court finds to have been necessarily incurred. plus reasonable costs and entorucy's fees," Cal. Gov. Code § 12652(g)(8). By virtue of the sculement. Plaintiffy prevailed in the CFCA action as to Verizon, emitling the Relator to such "reasonable expenses ... plus reasonable costs and attorney's fees."

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Where a government entity has declined to intervene but subsequently objects to the senlement of Relator's claim for statutory attorneys" fees and costs, the Court must "hold a hearing to determine whether the proposed settlement fairly and reasonably allocates the settlement funds," including whether the "amount to be paid to [Relator] and his counsel" is "a fair apprecial of the value of his case and [the] services rendered by his counsel " Killingsworth, 25 F.34 at 725. Should any Non-Intervenor object, Plaintiffs respectfully submit that \$23,450,000 for attorneys' fees and costs is "fair appraisal" of the value of counsel's services and should be approved.

Plaintiffs' Counsel Have Incurred \$41,727.612.55 in As-Vet Unreimbursed Statutory Attorneys' Fees and Costs.

The accompanying declarations of Relator's counsel Amanda Bonn, Steven Shepard, and Ari Yampolsky describe the relevant work performed, the hours worked, the basis for the hourly fees of each professional, and the expenses incurred.²⁹ Lead counsel have invested 63,114 hours that equate to attorney fees of \$36,176,970 at present rates. (Bonn Decl. § 56.) Plaintiffs' counsel have also advanced costs of \$7,750,642.55 (Id.) Plaintiffs' counsel have thus invested more than \$43,927,612.55 in fees and costs to pursue this action. [Id.)

So far, Relator's counsel have recovered \$2,200,000 in statutory fees in connection with the Sprint and T-Mobile settlements. (Boun Decl. § 57.) After accounting for those fees, Relator's counsel have advanced more than \$41,727,612.55 in statutory attorneys' fees and costs that have vet to be recovered. (Id.) And yet Relator a counsel seek a total of \$36,450,000 in connection with

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counsel's higher rates ... either in calculating the initial lodestar figure or in evaluating whether to award a multiplier "Envil Prot. Inf. Cir. v. Dap't of Forestry & Fire Prot. 190 Cal. App. 4th 217, 248 (2010). The lodestar is adjusted to account for factors such as *(1) the novelry and difficulty of the questions involved. (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, [and] (4) the continuent nature of the fee award." Kerchum, 24 Cal. 4th at 1132 (citing Serrano v. Priest, 20 Cal. 3d 25, 49 (1977) ("Servano III")). Such an enhancement is "intended to compensate for the risk of loss generally in

[The unadorued lodestar reflects the general local hourly rate for a fer-bearing case; it does not include any compensation for contingent risk, extraordinary skill, or any other factors a trial court may consider under Servino III. The adjustment to the lodestar figure, e.g., to provide a fee enhancement reflecting the risk that the attorney will not receive payment if the suit does not succeed, constitutes earned compensation, unlike a windfull, it is neither unexpected nor formitons. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in psyntent of attorney free. In this case, for example, the lodestar was expressly based on the general local rate for legal services in a noncontingent matter, where a payment is certain regardless of outcome.

Id. at 1138 (emplosis in original).

Relator's counsel have calculated the lodestar using current bourly rates. In Alixanet vi Jankins, 491 U.S. 274, 283-84 (1989), the Supreme Court recognized that because delayed and contingent legal fees should "fellearly" not be valued at the same hourly rate as fees payable on an hourly basis, "an appropriate adjustment for delay in payment - whether by the application of current rather than historic hourly rates or otherwise" is appropriate. See also Blackwell v. Foley, 724 F. Supp. 2d 1068, 1078 (N.D. Cal. 2010) (in an evaluation of an attorney-fee award under, interalla. California Code of Civil Procedure section 1021.5, holding that "Plaintiff's counsel are entitled to receive their current bourly rates as compensation for the delay in payment.

Relator's counsel's fees and costs to prosecute the claims against Defendants are difficult to allocate on a defendant-by-defendant basis. Prior to the case entering active litigation, investigative and research efforts helped the case as a whole, especially since all Defendants were parties to the WSCA Master Contracts with similar "lowest cost available" and "optimization" requirements (Bonn Decl. § 42.) Accordingly, Defendants filed joint denunrers. Even after the Court ruled on

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MEMORANDUM OF POINTS AND AUTHORITIES

the AT&T and Verizon settlements of their claim for stanitory attorneys' free and costs-\$23,450,000 from Verizon and \$13,000,000 from AT&T, (Id.) That means Lead Counsel have incurred an additional \$5,277.612.55 in statutory attorneys' fees and costs that they do not even seek to recover (Id. & Thl. 3.) These numbers are reflected in the table below.30

Figure 1 to 1 t	the state of the s
Lead Counsel Lodestar Statutory Fees	\$36,176,970.00
Costs	\$7,750.642.55
Total Statutory Fees and Costs	\$43,927.612.55
Less (-Mobile Sentement of Relator's Stannory Anomeys' Fees	(\$200.060.00)
Less Sprint Settlement of Relator's Statutory Attorneys' Fees	(\$2,000,000,00)
Unreimbursed Statulory Fees & Custs Before Final Settlements	\$41,727,611.55
Less Venzou Seniement of Stanutory Fees and Costs	(\$23,450,000)
Less ATAT Settlement of Statutory Fees and Costs	(\$13,000,000)
Unreimbursed Statutory Fees & Costs After Final Settlements	\$5,177,611,58

\$23,450,000 in Attorneys' Fees and Costs from Verizon Is Reasonable

Relator's counsel's request for approval of \$23,450,000 in attorneys' fees and costs from Verizon is reasonable.

A court assessing attorneys' fees "begins with a touchstone or lodestar figure, based on the careful compilation of the time spent and reasonable hourly compensation of each attorney involved in the presentation of the case." Ketchum v. Moses, 24 Cal. 4th 1122, 1131-32 (2001) (quotation marks and ellipses omitted). As to the hours worked, "an award of attorney fees may be based on counsel's declarations, without production of detailed time records." Rabing Data Corp. vi Barrenechea, 175 Cal. App. 4th 1363, 1375 (2009). As for the hourly fee, courts have recognized that trial judges are best situated to decide, in their discretion, "the value of the professional services rendered in their courts." Clurisitan Research Inst. v. Alnor, 165 Cal. App. 4th 1315, 1321 (2008). Where "local counsel is unavailable, a trial court is within its discretion to consider out-of-town

²⁰ Counsel are entitled to recover both statutory fees, as well as any contingency fee to which their clients (Intervenors and Relator) have agreed. See, e.g., U.S. ex rel. De Pare v. Cooper Health Sys., 910 F. Supp. 2d 208, 217 (D.N.J. 2013) (holding "the fee shifting provisious of the Federal False Claims Act do not probibit an attorney from receiving both statutory attorneys, fees and a contingency fee"). Reynolds v. Ford Motor Co... - Cal. Rpt73d --, 2020 WL 1921742, at *2, 6 (Ct. App. Apr. 21, 2020) (rejecting argument that plaintiff's "counsel was not enabled to recover that a continuous fee and estations fee" for claims where the Some Reverty Act.). Disse numbers. both a contingency fee and statutory fee" for claims under the Song-Beverly Act). These numbers only address statutory fees.

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MEMORANDUM OF POINTS AND AUTHORITIES

the demutters and discovery began in earnest, it remained difficult to attribute time on many tasks to any particular defendant. That is because Defendants worked together as part of a joint defense group, coordinating their discovery efforts and motion practice. For example, defendants served functionally identical document requests and written discovery on Intervenors and cross-noticed depositions, (Id.) Similarly, it is difficult to assess costs on a defendant-by-defendant basis. Costs incurred in connection with document hosting, depositions, and expert work benefited Plaintiffs'

The total amount of attorneys fees and costs Planniffs seek from Verizon and AT&T combined is \$36,450,000. Of that amount, the Verizon portion is \$23,450,000, or 64% of the total, and the AT&T portion is \$13,000,000, or 36% of the total

The number of hours lead counsel spent prosecuting the claims against Verizon in reasonable. This is puricularly true in light of the complexity of the contracts, the large number of entities involved, the extraordinary damages to California government entities, and the procedural history of the case. As discussed in greater detail in Part II.B above and the accompanying declarations of Ms. Bonn, Mr. Shepard, and Mr. Yampolsky, Relator's counsel expended significant efforts (1) investigating the matter prior to filing: (2) assisting the California Attorney General's office with its investigation while the case was under seal; (3) coordinating with the 45 political subdivisions that initially intervened; (4) briefing and arguing multiple denumers by Venzon; and (5) conducting an unprecedented volume of defensive and offensive fact discovery, expert analysis. and discovery-related motion practice on behalf of 30 separate Intervening government entities against Vertzon, one of the largest corporations in America.

In addition, lead counsel's hourly rates are reasonable. Lead counsel are highly skilled attorneys who have significant experience representing whistleblowers and government entities in false-claims actions like this one. Lead counsel are also among the only lawyers in California with successful experience in multi-party false-claims litigation and the resources to handle a case of this

One No. 34-2015-00125513

MEMORANDUM OF POINTS AND AUTHORITIES

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¹⁰ Counsel's actual statutory fees and costs are higher than the figures discussed in this section. is because the data for Constantine Cannon and Susman Godfrey are current through May 30, 2020. (Bonn Decl. § 43; Yampolsky Decl. § 51.) In addition, these figures do not include time incurred by local counsel or Relator's prior co

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magnitude, which involves representing a selator and intervening government entities in the same

Relator's counsel bore (and continue to bear) the entire risk of litigation; counsel invested tens of millions of dollars in time and expenses (including over \$7 million in hard costs) without any guarantee of payment. Counsel persevered in the face of overwhelming obstacles—overcoming challenges on the merits, exceedingly complicated logistical and technical issues concerning the production of data, and voluminous discovery that was orders of magnitude higher than counsel can recollect encountering in any other matter they have ever litigated. Relator's counsel never gave up and achieved exceptional sentements on behalf of California government entities.

Relator therefore respectfully requests that, should any Non-Intervenor object, the Court approve an award of attorneys' fees and costs from Verizon of \$23,450,000.

VIL CONCLUSION

All aspects of the settlement are fair, reasonable, and in the best interests of all interested parties, including the Non-Intervenors not before the Court.

After receiving consents from Non-Intervenors, Relator will recalculate the allocation of the settlement amount, to reduce the allocation to Non-Consenting Non-Intervenors by 10%, to just 90% of the amount shown on the Verizon Overall Proposed Allocation. That 10% will then be reallocated to California Intervenors and California Consenting Non-Intervenors in proportion to those entities' relevant revenue. The results of these calculations will be set forth in a Verizon California Final Proposed Allocation that Relator shall submit to the Court in advance of the bearing

After the hearing on this motion, the Relator respectfully asks the Court to enter an order, substantially in the form of the Proposed Order attached hereto as Exhibit A. which shall

- Approve the settlement with Verizon pursuant to the settlement agreement between the parties and California Government Code section 12652(c)(1);
- Approve Plaintiffs' request for \$23,450,000 in attorneys' fees and costs, should there be any objection to such fees and costs; and
- Approve the settlement amounts, and bases for those settlement amounts, allocated among the intervenors, the Non-Intervenors, the Relator, and the Relator's counsel, as will be shown in the Final Proposed Allocation, as being within the range of

Carr No. 34-2012-00127313

MEMORANDUM OF POINTS AND AUTHORITIES

EXHIBIT A—PROPOSED ORDER APPROVING VERIZON SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SACRAMENTO

STATE OF CALIFORNIA et al., ex rel. OnTheGo Wireless, LLC

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Plaintiffs.

[PROPOSED] ORDER APPROVING SETTLEMENT WITH VERIZON DEFENDANTS

CELLCO PARTNERSHIP, doing business as VERIZON WIRELESS, et al.

Defeudants

Dept. 92, Hou. Judy Holzer Hersher

The Plaintiffs Motion for Approval of Settlement with Defendant Verizon ("Motion") came on for noticed hearing before the Honorable Judy Holzer Hersher, presiding, on the date and time set forth above. Appearances are reflected on the record.

Due and adequate notice having been given of the motion, and the Court having considered the moving papers, including all points and authorities and evidence submitted therewith, and any opposition or objections to the Motion, and the arguments of counsel at hearing, and all other matters properly presented to the Court in relation thereto, and good cause appearing therefore.

IT IS HEREBY ORDERED THAT:

- The Court finds that the Settlement is fair, reasonable, in the best interests of the parties involved, and in furtherance of the public purposes behind the California False Clams Act, California Government Code sections 12650 et seq. ("CFCA").
- The Court finds that the Non-Intervenor Customers identified as Consenting Non-Intervenors on Exhibit A hereto have consented to the settlement and are deemed parties to the Settlement Agreement for all purposes.
- The release provisions of the Settlement are fair and reasonable

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ENHIBIT A - PROPOSED ORDER APPROVING VERIZON SETTLEMENT

possible approval based on "the best micrests of the parties involved" and "the public purposes behind [the CFCA]." pursuant in Government Code section 12652(c)(1).

After the Court enters an Order approving the above items, Plaintiffs then intend to execute and submit to the Court a Stipulated Judgment, substantially in the form of the proposed judgment attached bereto as Exhibit B, which will dismiss the case with metudice.

DATED: June 12, 2020

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WILLIAM CHRISTOPHER CARMODY ARUN SUFRAMAMAN STEVEN SHEPARD AMANDA K. BONN MENG XJ NICHOLAS N. SPEAR ARI S. RUBEN IESSE-JUSTIN CUEVAS SUSMAN GODFREY LL.P

JORDAN W. CONNORS (Pro Hac Vice) WA But No. 41649 RACHEL S. BLACK (Pro Hac Vice) rbiack@susuampodney.com WA Bar No. 32204 SUSMAN GODFREY L.L.P. 1201 Third Avenue, Suite 3: Seattle, WA 98101 Telephone: (206) 516-3880 Facunile: (206) 516-3883

WAYNE T. LAMPREY ANNE HAYES HARTMAN ARI M. YAMPOLSKY CONSTANTINE CANNON LLP

JOSEPH S. GENSHLEA JOE GENSHLEA LAW & MEDIATION

LLB.

Attorneys for Plaintiffs Regents of the University of California, et al. and Plaintiff-Relator OnTheGo Wireless, LLC

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The proposed pro rata settlement allocation among the California Plaintiffs based on
the Final Allocation set forth in the Final Proposed Allocation (Exhibit A hereto) is
fair and reasonable.

- The Court approves a 25% allocation to Relator from the Intervenors' gross
- The Court approves # 43% allocation to Relator from the Non-Intervenors' gross sctilement allocation

IT IS SO ORDERED.

Dated:

Hon, Judy Holzer Hersher Judge of the Superior Court

EXHIBIT A - PROPOSED ORDER APPROVING VERIZON SETTLEMENT

EXHIBIT B—PROPOSED 51	IPULATED JUDGMENT
William Christopher Carmody (pro hoe vice)	
bearmony//summmodifier.com NY Bar No. 4539276	
Arun Subramanian (pro hoc vice)	
asubramanian@susmangodfrey.com	
NY Bar No. 4611869 SUSMAN GODFREY L.L.P.	
1301 Avenue of the Americas, 32nd Floor	Wayne T. Lamprey (095408)
New York, New York 10019-6023	wiampreyviconstantinecannon.com
Telephone: (212) 336-8330	Anne Hayes Hariman (184556)
Facsimile: (212) 336-8340	ahartman@constantinecannon.com An M. Yampolsky (290753)
Amanda K. Bonn (270891)	syampolsky@constantinecamon.com
aboutoff susmangeditey.com	CONSTANTINE CANNON LLP
Meng Xi (280099) nxi/8susmanodfiev.com	150 California Street, Suite 1600 San Francisco, CA 94111
SUSMAN GODFREY L.L.P.	Telephone: (415) 639-4001
1900 Avenue of the Stars, Suite 1400	Facsimile: (415) 639-4002
Los Augeles, California 90067	Jaroch E. Complex (24240)
Telephone (310) 789-3100 Facsunile: (310) 789-3150	Joseph S. Genshlen (36369) joean genshlenlaw com
1 451111110- (510) 117-5150	JOE GENSHLEA LAW & MEDIATION
Attorneys for Plaintiffs	400 Capitol Mall, Snite 1100
Regents of the University of California, et al. and Plaintiff-Relator OnTheGo Wireless, LLC	Sacramento, CA 95814 Telephone: (916) 825-9952
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SUPERIOR COURT OF THE	STATE OF CALIFORNIA
SCILMORCOCKIOITIL	STATE OF CALIFORNIA
FOR THE COUNTY O	OF SACRAMENTO
STATE OF CALIFORNIA et al., er rel. OuTheGo	Case No. 34-2012-00127517
Wireless, LLC	
Plaintiffs	STIPULATED JUDGMENT DISMISSING
ragints.	CLAIMS AGAINST THE VERIZON
VS.	DEFENDANTS
CELLCO PARTNERSHIP, doing business as	
VERIZON WIRELESS et al.	
Defendants.	Dept. 92. Hon. Judy Holzer Hersher
Determins.	_!
WHEDEAS Disjoint was don't a send on	ent with Defendant Celleo Parmership d'b'a
Verizon Wireless ("Verizon"), which settlement was subject to approval by this Court and the	
satisfaction of conditions agreed to by the Scilling	Parties;
2	Case No 34-2012-0012731
EXHIBIT B - PROPOSED STIPLYLA	TED JUDOMENT AS TO VERIZON

1 PROOF OF SERVICE 2 I, the undersigned, declare: 3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a parry to the within action; my business address is 1900 Avenue of the Stars, Suite 1400, Los Angeles, California 9006T-6029 4 5 6 On June 12, 2020, I served the foregoing document(s) described as follows: NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT WITH VERIZON; MEMORANDUM OF POINTS & AUTHORITIES 7 on the interested parties in this action by placing true copies thereof enclosed in scaled envelopes addressed as stated on the attached service list, as follows: 9 10 BY MAIL. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. 11 12 13 14 15 BY PERSONAL SERVICE: I caused to be delivered such envelope by hand to the offices of the addressee. 16 BY FEDERAL EXPRESS OR OVERNIGHT COURIER 17 18 BY FAX I served by facsimile as indicated on the attached service list. 19 NX BY ELECTRONIC MAIL I caused said documents to be prepared in portable document format (PDF) for e-mailing and served by electronic mail as indicated on the attached service list. 20 21 22 Executed on June 12, 2020, at Los Angeles, California. 23 \underline{XX} (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. 24 (Federal) I declare that I am employed in the office of a member of the bat of this Court at whose direction the service was made. 25 Welen Davidon 26

PROOF OF SERVICE

Case No. 34-2012-00127517

Helen Danielson (Type or Print Name)

27 28

-1	WHEREAS, on the Court entered the Final Approval Order		
2	approving the settlement between Plaintiffs and Verizon on the terms and conditions set forth		
3	therein; and,		
4	WHEREAS, all conditions for submission of this stipulated judgment have now occurred:		
5	NOW, THEREFORE, the Settling Parties stipulate and agree that pursuant in California		
6	Government Code section 12652(c)(1), all claims in the California Action against Verizon are		
7	hereby DISMISSED in their entirety WITH PREJUDICE, but that the court retain jurisdiction to		
E	enforce the terms of the Settlement Agreement and Stipulated Judgment.		
9	IT IS SO STIPCLATED.		
10			
11	ВуВу		
12	Mathew S. Rosengart William Christopher Carniody GREENBERG TRAURIG LLP SUSMAN GODFREY LLP		
13	Attorneys for Defendant Celico Parmership Attorneys for Plaintiffs Regents of dib'a Version Wireless the University of California, et al. and		
14	Plaintiff-Relativ On TheGo Wireless, LLC		
1.5	(PRODOCED) ODNER		
16	[PROPOSED] ORDER The court, having reviewed the above stipulation of the parties, and being familiar with the		
17	record of this case, distances this action as to Defendant Cellico Partnership d'bia Verizon Wireless		
18	·		
19	("Verizon") with prejudice. However, pursuant to Code of Civil Procedure 664.6 and any other		
20	relevant statimory provisions, and the parties' above stipulation and Sentement Agreement and Stipulated Judgment, this court retains jurisdiction over this case and over the parties personally for		
21,			
22	such further orders, bearings and other proceedings as may be appropriate to enforce the terms of the parties' Settlement Agreement and Stipulated Judament.		
23			
24	IT IS SO ORDERED.		
25	Dated:Hon, Judy Holzer Hersher		
26	Indge of the Superior Court		
27			
28	2 Case No. 54-2412-00127537		
	EXHIBIT B - PROBUSED STEED ATED REPORTED AS TO SERVED		

SERVICE LIST

- 4		
2	W. Scott Cameron (SBN 229828)	Attorneys for Defendant New Cingular Wireless National Accounts, LLC.
	KING & SPALDING LLP	dh'a Cingular Wireless nk/a AT&T
3	621 Capitol Mall, Suite 1500	Mobility National Accounts
4	Sacramento, CA 95814	,
5	John C. Richter (Admitted Pro Hac Vice)	Attorneys for Defendant New Cingular Wireless National Accounts, LLC.
	iniciater // kulaw com Nikesh Jindal	db'a Cingular Wireless n'to'a AT&T
6	NJindat@KSLAW.com	Mobility National Accounts
7	Peter Cooch	
	PC nochili KSLAW conn	
8	Anne Voigts	
9	AVoigte#RSLAW.com	
7	Margaret Fatquiar Thomas (Pro Hac Vice)	
10	nithomasvekslaw.com	
- 1	Jenus Carly Stern (Pro Hac Vice)	
-11	istern/f kslaw com	
12	Jessica Rapoport (Pro Hac Vice)	
12	Repoporté KSLAW com	
13	David Mattern (Pto Hac Vice)	
	dniattern@kslaw.com Kelli Guine (Pro Hac Vice)	
14	Kelli Guite (Pro Hac Vice) keulite@kslaw.com	
15	Christina Kung (SBN 324754)	
15	Chaisty (21sm com	
16	Jacqueline Duobmis	
* -	/Duobinis/FESLAW.com	
17	KING & SPALDING LLP	
	1700 Pennsylvania Ave NW. Suite 200	
18	Washington, DC 20006	
19	Bailey J Langer (SBN 307753)	
	blanener@kalaw.com	
20	KING & SPALDING LLP	
	101 Second Street, State 2300	11
21	San Francisco, CA 94105	
22	Telephone: (415) 318-1214	
- 54	Facsimile: (415) 318-1300	
23		
24	Brian Priestley (SBN 301586)	
49	boriestlev // kslow com	
25	KING & SPALDING LLP	
	633 West Fifth Street	
26	State 1700	
	Los Augeles, CA 90071	
27	Telephone: (213) 443-4348	
28	Facsimile: (213) 443-4310	
2.0		Court No. 14 hours discussed

EXHIBIT B - PROPOSED STIPULATED JUDGMENT AS TO VERLYON

١. ا	Mathew H. Dawson	
1	mdawson@kslaw.com	- X
2	KING & SPALDING LLP	
- 4	601 South California Avenue Suite 100	
3	Palo Alto, CA 94304	
-	Tel. (650) 422-6725	
4		
5	Colin H. Murray (SBN 159142)	Attorneys for Defendants Sprint
٠,	Colm marray@bakermtkenzae.com	Solutions, Inc., and Nextel of
6	Anne M. Kelts (SBN 298710)	California, Inc.
	Anne kelis/fbakennekenzie com	
7	BAKER & McKENZIE LLP	
а	Two Embarcadero Center: 11th Fl.	1
ь	San Francisco, CA 94111	
9	I	
-	Jessica L. Avenit (Pro Hac Vice)	
10	Jessien averitt@bakennekentie com	
	BAKER & McKenzie LLP	1
11	700 Louistana, Suite 3000	
12	Houston, TX 77002	I [
"	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	l i
13	Jonathan M. Wilan (Pro Hor Ties)	1
	Jouathan wilter? bakernschenzie.com	
14	John Woods (Pro Hac 17ce)	
15	BAKER & MCKENZIE LLP	_ I
13		
16	815 Connecticut Avenue, N.W.	
- 1	Washington, DC 20006 Heidi K. Hubbard (Pro Hac Vice)	Attorneys for Defendants Sprint
17	libiippedigae coin	Solutions, Inc., and Nextel of
JB	John E. Joines (Pro Hoc Pice)	California, Inc.
10	iteinerstage cont	Cangonia, nac
19	William P. Ashworth (Pro Hac Vice)	
	washworth/byc com	I I
20	Ashley W. Hardin (Pro Hac Vice)	
	elierlm Awc.com	
21	Alec Swafford (Pro Hac Vice)	I I
22	_aswafford/Awr.com	
	Shanna M. Kramer (Pro Hac Vice)	1
23	skruner@wc.com	1
- 4	Taylor G. Weaver (Pro Hac Vice)	1 1
24	tweavers we com	1
25	Scan M. Quinn (CA State Bar No. 314041)	1
-7	sammag we com	
26	Monika Isia Jasiewicz (Pro Hae Vice)	
- 1	ijasjewiez@we.com	
27	Anna K. Tsiotsias (CA State Bar No. 319520)	
	arsionsias 7 wr.com	
28		7 Case No. 34-2013-0012751

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EXHIBIT B - PROPOSED STIPULATED JUDGMENT AS TO VERIZON

	EXHIBIT B - PROPOSED STIPULATED JUDG	MENT AS TO VERIZON	ì
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2	Florisam Park, NJ 07932		l
1	500 Campus Drive, Suite 400 Floriam Park, NJ 07932		l
	GREENBERG TRAURIG LLP		l

- 1	Michael Mestitz (CA State Bar No. 310354)	
- 1	WILLIAMS & CONNOLLY LLP	
2	725 Twelfih Street, N.W.	
3	Washington, D.C. 20005	
4	Mark McGrory	Anomey for Defendants, Sprint
- 1	mark megrory/f criscin com	Solutions, Inc., and Nextel of California, Inc.
5	Erise IP, P.A. (Pro Hac Vice) 7015 College Blvd. Suite 700	California, Inc.
6	Overland Parks, KS 66211	
- 1	Tel: 913-777-5604	
7	Steve Y Koh (Pro Hac Vice)	Attorneys for Defendant T-Mobile
8	skoli (i perkinscole com Erin K. Ent. (Pro Hoc Vice)	USA. Inc.
9	eem! Poetkinscore com	
9	PERKINS COIE LLP	
10	1201 Third Avenue, Suite 4900	
шÎ	Scartle, WA 98101 Bobbie Wilson (SBN 148317)	Attorneys for Defendant T-Mobile
	hwilson@perkmscore.com	USA. Inc.
12	Sunita Bali (SBN 274108)	0.171 ₅ MML
13	shalidioestenscoie com	
	PERKINS COIE LLP	
14	505 Howard Street, Suite 1000 San Francisco, CA 94105	
15	Mathew S Rosengart	Attorneys for Defendant Celleo
16	resengentin@glaw com	Parmership d'h/a Verizon Wireless
	GREENBERG TRAURIG LLP	
17	1840 Century Park East, Snite 1900 Los Atreeles, CA 90067	
16	Jeremy A. Meier	Attorneys for Defendant Cellco
	meieri@atlaw.com	Partnership d'h/a Verizon Wireless
19	Shiran Zohar	
20	Zoharuikatiaw com David A. Chell	
21	cheith/Artlaw com	
	GREENBERG TRAURIG LLP	
22	1201 K. Street, State 1100	
23	Sacramento, CA 95814	
24	Matthew F. Bruno (Pro Hoc Vice)	
	brunoma d relaw com Eric D. Wong (Pro Hoc Vice)	
25	Eric D. Wong (Pro Hor 1 lee)	
26	wonge@cilew.com	
27		
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2 Case No 34-3012-00127317
EXHIBIT B - PROPOSED STIPULATED JUDGMENT AS TO VERIZON

(NFILED)ENDORSED JUH - 1 2020 SUPERIOR COURT OF THE STATE OF CALIFORNIE

Exhibit I: PROPOSED ORDER

FOR THE COUNTY OF SACILAMENTO

STATE OF CALIFORNIA et al., er ref. | Case No. 14-2012-00127517 OnTheOn Wireless, LLC

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CELLCO PARTNERSHIP, doing business as

The Hon. Judy Hotare Hersher Dept. 92

Dript 92
| PROPOSED| ORDER APPROVING NOTICES OF THE VERLION AND ATAY SETTLEMENTS

The Court, (1) having been advised that settlement agreements between Plaintiffs and Verison and between Plaintiffs and AT&T (collectively the "Settlements" or "Settlement Agreements") have been executed; (2) having considered the Joint Motion to Approve Notices of the Verizon and ATAT Settlements to Non-Intervenors; (1) having considered the statements and ms of counsel at the conferences held on March 3, Merch 17, and April 14, and (4) having previously ordered similar procedures to be followed in approving the prior settlements with T-Mobils and Sprint, and good cause appearing therefore, HEREBY ORDERS THAT:

The Approval Hearing ("the Hearing") shall commence on September 24, 2020, at 11:00am in Department 92 or 96, located at 9605 Kiefer Boulevard, Sacramento, California. The purpose of the hearing is to determine whether the terms of the Settlements, including but not limited to the diamised of the California Action with projection as to Verlans and AT&T, the releases, and the Proposed Allocations arming the Parties, Relate; and Plaintiffs' coursel, are in all respects fair, adaption, and respondite, in the best interests of the parties involved, and serve the public purposes behind the CPCA.

Case No. 34-26/3-091215/7

AGINT MOTION TO APPLOVE NOTICES OF THE VERIZON AND ATAT SETTLEMENTS TO NON-INTERVENOUS

Intervenor Non-Customers. This mailing shall inform the Non-Intervenor Non-Ou of the websitu at which they can obtain a copy of this Order, and a copy of the Medians for Arecroval and all exhibits therein. Relater is directed to file with the Court, and to serve too all parties who have requested notice in this action, a declaration of such mailings.

- 7. Any Non-Intervenor who objects to the approved of one or both of the proposed Sertlements may anomy at the Hearing to show pages why can or both of the proposed Settlements should not be approved. Objections to the Settlements shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court at any time prior to or during the Approval Hearing.
- 8. In light of the augning beath critic caused by the spread of COVID-19, the Court authorizes Relator, the California Atmency General, intervenors, and Non-intervenors to file a motion with the Court, with service to course! for Defendants and course! for Plaintiffs, requestion to extend the 90-day deadline, and/or to postpone the Approval Housing, and/or to disallow in-person appearances at the hearing and to featend require remote/telephonic appearances, for good cause shows. The Court may also and aposts determine that any of these are necessary. In the event that it becomes necessary to postpone this howing and/or to require that any appearances be made only through remote/telephonic means, then Relater's counsel will, within 5 calendar days of the Court's order, (a) serve the order on all Nonintervenors by mail, and (b) make the order available on the website that Relator's counsel is tining to communicate with the Non-Intervenors. Such service shall include an textsted notice that contains meeting identification number(s) and ingis information, if any, that are necessary for remote/telephopic attendance.

S SO ORDERED: IT IS SO ORDERED:

6/1/2020

ADDIT MOTION TO APPROVE HOTICES OF THE VERLIGH AND ATAT SETTLEMENTS TO HOM-

2. The Motions for Approval of the Verizon and ATAT Settlements shall be filed as 1000 at it reasonably practicable. These Motions shall attach the Settlement Assuments signed by Defendants, Relator, and coursed for Plaintiffs. Signatures of all faterver not required for purposes of filing the Motions. These Metions shall also attach Plaintiffs' preliminary Proposed Allocations, showing the amounts to be paid to each Plaintiff, to Relator, and to counsel for Plaintiffs.

3. The Court approves, ag to form and content, the Notice of Proposed Settlement ("Non-Intervener Customer Notice") attached bereto as Exhibits 1-A (for Verlane) and 2-A (for AT&T). Relator shall update these notions to include a deadline for consents and objections to be received, which deadline shall be 90 days from the date that the notices are realled

4. No somer than one week after the Motions for Approval are filed, Relator shall exist the Non-Intervenor Customer Notice to be mailed by first class small to those N Intervences to which funds are allocated in the Proposed Allocations. This malting shall also include a copy of this Order, and a copy of the Motions for Approval and all exhibits there These materials shall also be made available by website. Relator is directed to file with the Court, and to serve upon all parties who have requested notice in this action, a declaration of such mallines.

5. The Court approves, as to form and content, the Notice of Proposed Settle ("Non-Intervenor Non-Commer Notice") stracked herete as Exhibits 1-B (for Verlaus) and 2-B (for AT&T). Relater shall under these notices to include a deadline for objections to be received, which deadline shall be 90 days from the date that the notices are mailed.

6. No sooner than one week after the Motions for Approval are filed, Relater shall on the Non-Intervente Non-Contenue Notice to be mailed by first class small to all Non-

ACONT MOTION TO APPROVE NOTICES OF THE VELLEON AND ATA? SETTLEMENTS TO NON

EXHIBIT I.A.

Notice of sottlement with defendant Celles Partnership divis Vertzen Wireless, and distribution of settlement processis in State of Californic ex rol. On The Go Wireless, LLC v. Celles Partnership divis Vertzen Wireless, et al., Case No. 34-2812-00127317 (Secrements

Dear Sir or Madem.

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You are receiving this better bocsme [EFFIGE] is a non-intervening real party in interest ("Non-intervenior") in State of California ex ret. On The Go Wireless, LLC v. Celico Partnership & Var Fortson Wireless, et al., Cana No. 34-2012-00127517, which is passing in the Superior Court for Sacramean County. Defendant Celico Partnership & Voe Verison Wireless ("Verizon") and Phineliffs have antered into a Settlement Agreement in the case, and [Efficient in the Interest into a Settlement Agreement in the case, and [Efficient in the Interest into a Settlement in the case, and [Efficient in Interest into a Settlement in Interest into the Interest in In 10

The lawrenit

П The lawants was filed by Relator OnThriGo Wireless, LLC on July 3, 2012, pursuant to the California False Chairm Act ("CPCA"), on behalf of real purios in interest the State of California and political subdivisions identified therein. The lawasti, which named several defendants, including Vericon, generally alleged that Defendants failed to comply with the torms of cooperative purchasing agreements the Western States Concenting Alliance ("WSCA") awarded to Defendants in provide wireless equipment and services to California government entities. As relevant here, Plasentifi allege the WSCA agreements, and other agreements related to them, required Vericon to the control of t 12 14 to provide wheeless equipment and services to California Plaintiffs allegs the WSCA agreements, and other agreen provide its California government customers purchasing 15 provide its California government customers purchasing wheles services are pursuant to them, experience or provide its California government customers purchasing wheles services at the towest cost evaluable. Vestcost's alteged failure to comply with these provisions retuined in eventhurges to those California government customers. Veritom discuss and desire all of the Relator's aflegations and evaluation that it compiled in full with the WSCA agreements. 16 17 1.0

19 The settlement

20 The parties have agreed to settle this case with respect to Verizon. Copies of documents filed with Court in support of the nottlement, which include the Settlement Agreement and the Court's order approving this notice pronodure, are included herewith. Copies of these documents may a be downto-ander at Court of the 21 22

ent of the share allocated to a Non-Intervenor in the Proposed Allocation, if name concute the Consent Page provided in the Addendura and return the 10 Plaintiff? Counsel by Ten 1274 2020. By doing us, a Non-Intervenor or the terms of the Schlement Agreement, including the general release 21 any, the Non-Intervener state concate the Consent Pa executed Consent Page to Plaintiffs' coursed by Ext-altEmatively consents to the terms of the Settlement contained therein. Original signatures are not require uty, the l 24 25 26

JOINT MOTION TO APPROVE NOTICES OF THIS VERIZON AND ATAT SETTLEMENTS TO NON-INTERVENCES

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ent Page may be returned to Plaintiffs' counsel by PDF to: S-mail to: WirelessOptin@constantine You will receive a reply confirming receipt of the Consent Page. Pleast use this address for the submission of Consent Pages only. Contact information for any questions is below. If a Non-Intervenor does not examine the Consent Page, and therefore does not agree to be bound by the Terms of the Sentlement Agreement, then the Non-Intervener will receive only 90% of the amount allocated to it in the Proposed Allocation. In addition, Plaintiffs will apply to the Court for a Rainton's chare parament to California Government Code section 12652(g)(1) and entermey fees purament to California Government Code section 12652(g)(2). As set forth in the Motion for Approval and the Proposed Allocation, Plaintiffs are respectively Related's share of \$\frac{\pi_{\text{abs}}{2}\pi_{\text{abs}}\ The Court has set a hearing for finel approval of the Sentennus Agreement for September 24, 2028, at 11:00 are in Department 92 or 96 of the Sentennus Superior Court, located at 96:05 Kiefre Boulevard, Secremento, California. The purpose of the hearing is to desermine whether the stress of the Sentennus Agreement—Including but not limited to the distributed of the California Artion with prejudice as to Verizon, the releases, and the Proposed Albertion among the Partics, Relater, and Plannifff's consensible, and in the best interests of the parties involved, serve the public purposes behind the CPCA, and should be finally approved. Similarly, in the event that it becomes necessary to disallow in-person appearances at the hearing, then within 5 calendae days of the Count's order requiring any attendance at the hearing to be resuccintelephonic rather shan in-person, Relator's counsed will (a) serve the order on you by mail, and (b) make the order available to on the verbaine. Such cervice shall scribe an updated notice that contains meeting identification resember(s) and togin information, if any, that are necessary for 38. The Court has preferred that any Non-flatervenor who objects in the approval of the proposed actionness ray appears at the Heering to show cause why the proposed settlement should not be approved. Pursuant to the Court's order, objections to the suttlement shall be heard, and any papers or briefs submitted in support of said objections abail be considered by the Court. Circ No. 14-3012-00222127 HONT MOTION TO APPROVE NOTICES OF THE VEHICON AND ATET SETTLEMENTS TO NON-DITERVENORS

> EXHIBIT 1-8 Nan-Jatoryonar Nan-Chrismer Natice (Verices Settlement)

Dear Sir or Madam.

1)

You are receiving this letter because (TATA) is a non-intervening stal party in interest ("Non-leterveniot") in State of California are al OnTheCo Wireless, LLC v. Celico Partnership dible Virtoos Wireless, et al., Case No. 34-2012-00127517, which is possing in the Superior Court for Sacramento County. Defination Celico Partnership dible Velsow Wireless ("Vertzon") and Plaintiff's have entered into a Settlement Agreement in the case.

Institute her been identified as a party that did not study purchases from Verizon under the contents at Issue in the case during the relevant time period, and therefore will not receive a three Verizon actionent payment. No further action is required from you at this time. However, if you would like more information about the settlement, or if you would like no object to the

Developed filings recording settlement

Copies of documents filed with the Court is support of the attlement, which include the Set Agreement and the Court's order approving this notice procedure, may be downloaded at: INDESCRIPTION In addition, you may content counsel identified below to obtain the

Hearing

The Court has set a hearing for final approval of the Sentement Agreement for September 24, 2829, at 11:00 as in Department 92 or 96 of the Secrements September Court, located at 9605 Kiefer Boulevard, Secrements, California. The purpose of the hearing is to federmine whether the terms of the Secrements, Agreement—including but not findied to the distantial of the California Action with purjudice as to Verizon, the releases, and the Proposed Allocation secong the Partice, Relater, and Final RY Commain—are in all respects fight, adequate, and resconsible, and in the best intrustes of the purious lawyers of the purpose of the California Action with purious of the purpose of the California Action with purious of the purpose of the California Action with the California A

In the event that it becomes necessary to postpone this hearing, then Relator's council will, within 3 calendar days of the Court's postponement order, (a) serve the order on you by mail, and (b) make the order available on the website:

Similarly, in the event that it becomes necessary to disallow in-person appearances at the hearing, then within 5 calendar days of the Count's order requiring my attendance at the hearing to be remonanchelephonic rather than in-person, Relater's coursed well (a) serve the order on you by mail, and (b) make the trefer available on the website. Such service shall include an updated notice that

JOINT MOTION TO APPROVE NOTICES OF THE VERLEDII AND ATA T SETTLEMENTS TO NON

Any Non-latervenor wishing to make an objection is requested to file written notice of its intention to object, together with supporting papers stating specifically the factual basis and legal grounds of the objection, and to serve copies thereof upon counsel for Plaintiffs and Vertzon, on or before Additional information If you have any questions about this notification and settlement payment, or the terms of the Settlement Agramment, please contacts Anne Hartman Anne Hartman Constitutive Cannon LLP 150 California Street, Soite 1600 San Francisco, CA 94111 Telephone: (415) 766-3532 E-mail: abartman/2 If the recipient of this letter is not an attorney who represents [in civil legal proceedings, | you may went to constult with such country.] Letter to be signed by Counsel for Plaintiffs ADDIT MOTION TO APPROVE NOTICES OF THE VERIZON AND ATET SETTLEMENTS TO NON-

etains meeting identification number(s) and logis information, if my, that are necessary for more attendance. The Court has ordered that any Non-latervester who objects to the approval of the proposed scalement may appear at the Heuring to show cause why the proposed settlement should not be approved. Persuant to the Court's under, objections to the authorisated the business and may paper or briefs submitted in support of said objections to the authorisate by the Court. Any Non-Intervenor wishing to make an objection is requested to file written notice of its intention to object, together with supporting papers stating specifically the factual basis and legal grounds of the objection, and to serve copies thereof upon counsel for Plaistiffs and Verizon, on or before If you have any quantions about this notification, or the terms of the authorism agreement, you may operate commit for the Relators and Interventers! Atme Hartman Constantine Cannon LLP 150 California Street, Spite 1600 San Francisco, CA 94111 Telephone: (415) 766-3532 E-mail: If the racipiest of this letter is not an astorney who represents [2] in civil legal proposers went to causalt with such examel. JOINT MOTION TO APPEOVE NOTICES OF THE YERIZON AND ATAT SETTLEMENTS TO NON-

FXHIBIT 2-A er Notice (ATAT Settle Notice of octdoment with defondent New Cingular Wireless National Accounts, LLC 6/b/n Cingular Wireless, now known as AT&T Mobility National Accounts LLC ("AT&T"), and distribution of action-ord proceeds in State of California ar ref. On TheGo Wireless, LLC is Celter Proceedia of the Verticon Wireless, at al., Case No. 34-2012-08127517 (Secrements Superior Court) Deer Sir or Madam. You are nociving this letter became [SATTIM] is a non-intervening real party in interest ("Non-intervener") in Stote of Colybraic ex rel. On The Go Wireless, LLC. v. Cellor Formerskip d'Ma Variene Wireless, et al., Case No. 34-2012-00127517, which is pending in the Superior Court for Sacramento County. Defeadant New Claydlar Wireless National Accounts, LLC 6"At Cingular Wireless, sow knows as AT&T Mobility National Accounts LLC ("AT&T"), and Plaintiffs have entered that a Settlement Accounts in tank and Landers of the AT&T arthressen to the tank, and Landers has been identified as a party that will receive a state of the AT&T arthressen payment. ΙÔ The lawrenit The lawrait was filed by Relator On The On Wireless, LLC on July 3, 2012, pursuant to the California False Claims Act ("CFCA"), on behalf of real parties in interest the State of California and political subdivisions identified therein. The Lawrait, which assued serveral defradants, including AFAT, generally indigend test Defendants hilled to comply with the treats of cooperative purchasing agreements the Western States Constanting Allianon ("WSCA") awarded to Defendants to provide wheeless optimizent and survices to California powermanes truther. As relevante here, Plaintiffs allege the WECA agreements, and other agreements related to them, required ATAT to provide its California governments curvices pursuant to those agreements with "rate plan optimization reports" and wintless services pursuant to those agreements with "rate plan optimization reports" and wintless services pursuant to those government customers. ArTAT to provide and denies all of the Relator's allegations and maintains the it complied in \$4J\$ with the WSCA agreements. The settlement To exceive the full amount of the share allocated to a Non-Intervenor in the Proposed Allocation, if any, the Non-Intervenor must exceute the Connent Page provided in the Addendam and return the executed Connent Page to Pidamilife 'connect by <u>Non-Intervenor</u> 2020. By doing m. a Non-Intervenor 12 Com No 34-381-081
RONT MOTION TO APPROVE NOTICES OF THE VEKEON AND ATAT SETTLEMENTS TO RONINTERVENOUS HOUSE NOTICES OF THE VEKEON AND ATAT SETTLEMENTS TO RON-

offerentively consents to the torms of the Scatterment Agreement, including the general re-contained therein. Original eigenfures are not required. The executed Constant Page may be returned to Phriesilf's' coursel by PDF to: E-mail to: WirelessOptin@constantinecamon.com You will receive a reply confirming excelpt of the Connent Page. Pleast one this address for the submission of Connent Pages only. Connect information for any questions is balow. If a Non-Intervense does not execute the Consent Page, and therefore does not agree to be bound by the Terms of the Settlement Agreement, then the Non-Intervener will receive only 90% of the amount allocated to it in the Proposed Allocation. In addition, Plaintiffs will apply in the Court for a Relator's share pursuant to California Government Code section 12652(g)(3) and attorney fees pursuent to California Government Code section 12652(g)(3). As set forth in the Motion for Approval and the Proposed Allocation, Plaintiffs are requesting a Relator's share of Eight with respect to any amounts allocated to Non-Intervenous, and have entered into a Settlement Agreement with AT&T to receive attention,* fact. Hearing The Court has set a hearing for final approval of the Settlement Agreement for September 24, 2020, at \$1100cm in Department 92 or 96 of the Secrements Superior Court, located at 9603 Kiefer Boulevard, Sacramenta, California. The purpose of the hearing is to determine whether the arrors of the Settlement Agreement—inclinding har not limited to the flimitesal of the California Action with prejudice as to AT&T, the refenses, and the Proposed Allocation among the Parios, Relates, and Plaining Council—are in all respects fels; dedequate, and resonable, and in the best interests of the parties involved, serve the public purposes behind the CPCA, and should be Snally approved. in the event that is becomes necessary to postpoon this hearing, then Relator's contract with, within 5 calendar days of the Court's postpoonement order, (a) serve the order on you by mail, and (b) esake the order available on the website: п Similarly, in the event that it becomes necessary to disallow in-person appearances at the hearing, thus within 3 calender days of the Court's under requiring any attendance at the hearing to be remostatelophonic rather than in-person, Relator's conseed will (a) serve the order or sput by reall, and (b) make the order available on the weekles. Such service shall include an appearance in the contains meeting identification mansher(a) and login information, if any, that are necessary for remote networks are removable and the contains meeting identification mansher(a) and login information, if any, that are necessary for JOINT MOTION TO APPROVE NOTICES OF THE VERIZON AND ATAY SETTLEMENTS TO NON-INTERVENOES

How to object The Court has ordered that any Non-Intervenor who objects to the approval of the proposed extilement may appear at the Hearing to show cause why the proposed settlement strough not be approved. Pursuants to the Court's order, objections to the settlement still be heard, and any papers or briefs submitted in support of said objections that be considered by the Court. Any Non-Intervenor withing to make an objection is requested to file written notice of its intention to evicet, together with supporting papers sating specifically the factual basis and legal grounds of the objection, and to serve copies thereof upon sourced for Plaintiffs and AT&T, on or before produced to the contract of the copies thereof upon sourced for Plaintiffs and AT&T, on or before produced to the copies thereof upon sourced for Plaintiffs and AT&T, on or before the copies the copies thereof upon sourced to the copies the c Additional information ß If you have any questions about this notification and sentement payment, or the terms of the Sentement Agreement, please contact: Azer Harmen Countratine Cannon LLP 150 California Street, Suite 1600 See Francisco, CA 94111 Telephone: (415) 766-3532 alwrmen@ If the recipient of this better is not an atterney who represents [SHEEN in civil legal proceedings, you may want to constalt with such counted. 14 Cms Hz. H=11124Hz.
JODYT MOTION TO APPROVE NOTICES OF THE VERLICON AND AT A T SETTLEMENTS TO NON-INTERVENORS

EXHIBIT 2-B mer Notice (ATAT Settlement)

EXECUTED has been identified as a party that did not make purchases from ATAT under the comments at issue in the case churing the relevant time period, and therefore will not receive a share of the ATAT anotherment payment. No further action is required from you at this time. However, if you would like more information about the actionment, or if you would like to object to the sentenment:

Downland Glines recording estilement

Copies of decuments filed with the Court is support of the activement, which include the Schlen Agreement and the Court's order approving this notice procedure, may be devadeded at:

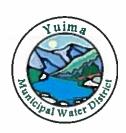
The Court has set a locaring for final approval of the Settlement Agreement for September 24, 2020, at 11:00 as in Deputment 72 or 96 of the Secremento Superior Court, located at 9605 Kiefre Boulevard, Secremento, California. The purpose of the hearing is to determine whether the terms of the Settlement Agreement—including but not limited to the distributed of the Chifornia Action with projection as to AT&T, the releases, and the Proposed Allocation among the Parton, Relator, and Plaintiffs' connect—one in all trappost first, adequate, and resecondate, and in the heat insurests of the parties involved, serve the public purposes behind the CFCA, and should be finally approved.

In the event that it becomes necessary to postpone this bearing, then Relator's council will, within calendar days of the Court's postponement order, (a) serve the order on you by mail, and (b) make the order available on the website: ect with within S

Similarly, in the event that it becomes seemsnry to disallow in-person appearances at the heart thus within 3 calender days of the Court's order requiring any strendance at the huming to be remote/skephonic rather than sin-person, Relator's counsel will (a) serve the order on you by m and (b) make the order available on the website. Such service shall include an updated notice t

JOINT MOTION TO APPROVE NOTICES OF THE VERSION AND ATAT SETTLEMENTS TO NON-INTERVENOUS

rains emering identification number(s) and login information, if any, that are numerary for our surgidance. How to object The Court has ordered that any Non-linervane who objects to the approval of the proposed attitement only appears at the Heuring to show cause why the proposed attitement should not be approved. Pursuent to the Court's order, objections to the settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court. Any Non-Intervence wishing to make an objection is requested to file written notice of its intention to object, together with supporting papers stating specifically the factual basis and legal grounds of the objection, and to serve copies thereof upon counsel for Ptaletiffs and AT&T, on or before 2020. Additional information If you have any questions about this notification, or the terms of the Settlement Agreement, you may contact counsel for the Relators and Intervenors: Anne Hertman Constantine Carson LLP 150 California Street, Suite 1600 San Francisco, CA 94111 Telephone: (415) 766-3532 E-mail: abartman@cc If the recipient of this letter is not an atterney who represents [[][[]]] in civil legal proceedings, you may want to comrait with such counsel. Letter to be algned by Counsel for Plaintiffa 16 Can No. 34.2012 (BIZZELT)
AGRIT MOTION TO APPROVE NOTICES OF THE VERLEON AND ATA 1 SETTLEMENTS TO MEN-INTERVENCES



July 27, 2020

TO:

Honorable President and Board of Directors

FROM:

Amy Reeh, Interim General Manager

SUBJECT: Discussion and Authorization for Interim General Manager to sign Emergency Service & Support Agreement with Valley Center Municipal Water District

<u>PURPOSE</u>: To enter into an agreement with Valley Center Municipal Water District to provide temporary emergency support through a temporary emergency connection.

SUMMARY:

Due to the Forebay construction activities and up coming required shut downs from the San Diego County Water Authority and Metropolitan Water District of Southern California in September and November of 2020 the District was approached by Valley Center MWD to discuss an emergency connection to aid the District during these planned shutdowns. The agreement is a temporary agreement that will start today and end November 30, 2020. This connection will provide 6 cfs through a 6-inch connection to VCMWD.

Recommended Actions:

To approve the Emergency Service and Support Agreement

SUBMITTED BY:

Amy Reeh

Interim General Manager

EMERGENCY AND SUPPORT SERVICES AGREEMENT BETWEEN YUIMA MUNICIPAL WATER DISTRICT AND VALLEY CENTER MUNICIPAL WATER DISTRICT – JULY 27, 2020 TO NOVEMBER 30, 2020

THIS AGREEMENT is made July 27, 2020, between YUIMA MUNICIPAL WATER DISTRICT ("YUIMA") and VALLEY CENTER MUNICIPAL WATER DISTRICT ("VCMWD"), effective on July 27, 2020 ("Effective Date") in view of the following facts:

- 1. VCMWD is a municipal water district organized under the laws of the State of California. VCMWD is a member agency of San Diego County Water Authority ("Water Authority"), and its territory is included within the Metropolitan Water District of Southern California ("Met"). As a San Diego County Water Authority (Water Authority) member agency, VCMWD is entitled to purchase water from Water Authority and has constructed facilities and other works for the transmission of water from the aqueduct of the Water Authority, with existing conveyance and transmission facilities to permit emergency intertie into the distribution system of YUIMA.
- 2. YUIMA is a municipal water district organized under the laws of the State of California. YUIMA is a member agency of the Water Authority, and its territory is included within the Met service area.
- 3. YUIMA has also advised VCMWD that due to construction activity on its facilities, it will soon be unable to take water from its YUIMA No. 1 Aqueduct Connection as early as the week of July 27, 2020. Further, YUIMA and VCMWD have been advised by the Metropolitan Water District and Water Authority that the 1st San Diego Aqueduct will be removed from service for up to 10 days during the months of September and November, 2020.
- 4. As such, YUIMA has advised VCMWD that it will need a supplemental emergency source of water supply during the July, September and November period referenced above to adequately meet the needs of its service area.
- 5. So as to assist YUIMA on an as needed basis during the period beginning Monday, July 27, 2020 through November 30, 2020, VCMWD will provide emergency service to YUIMA at the connection point near Carne Way and Patricia Lane, Valley Center, California.

IT IS, THEREFORE, AGREED:

1. Commencing on the July 27, 2020 ending November 30, 2020, VCMWD agrees, in the event of an emergency or certain other rare and unusual, non-routine adverse events or circumstances that are outside the scope of normal operations (including, but not limited to, interruptions of deliveries of water from the Water Authority), to provide emergency delivery of water to YUIMA to assist YUIMA and its staff in responding effectively to such emergency or non-routine event or circumstance under the following conditions:

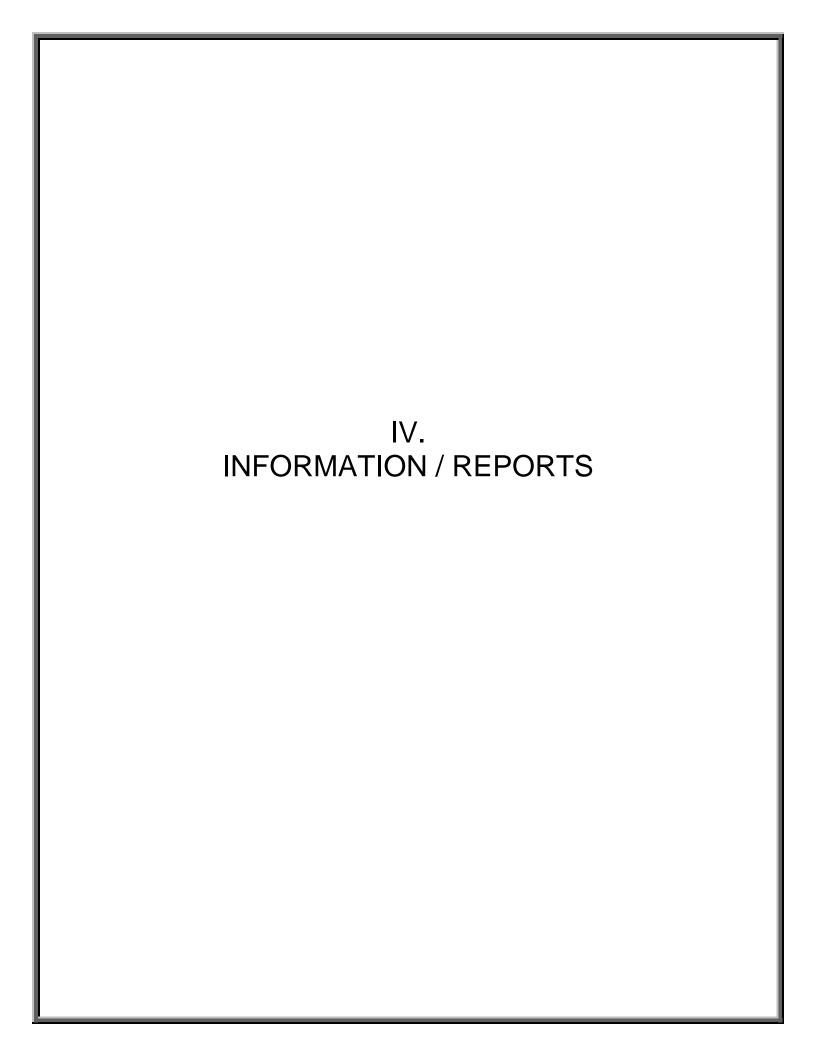
- a. During the emergency period, YUIMA will pay VCMWD the VCMWD wholesale rate in effect during the time water is delivered to YUIMA plus the applicable VCMWD pumping zone rate. if any, in effect at the time water is delivered by VCMWD facilities to YUIMA at the point of delivery for all water delivered to YUIMA.
- b. When YUIMA has taken delivery of the water through the emergency service connection at the point of delivery, YUIMA shall be responsible for the water quality of said potable water being transmitted and delivered to YUIMA customers.
- c. VCMWD is not responsible for any damage that may occur to YUIMA's distribution system as a result of accepting delivery of water through the VCMWD emergency service connection.
- d. VCMWD is not responsible for any damage that may occur to any Yuima customer or any other third-party as a result of YUIMA accepting delivery of water through the VCMWD emergency connection.
- e. At the end of the agreement period, in coordination with VCMWD, YUIMA will timely remove all equipment connecting the VCMWD water system to the YUIMA water system.
- 2. YUIMA hereby agrees that no priority will be given to YUIMA by VCMWD for the delivery of emergency potable water. Additionally, VCMWD reserves the right to cancel any scheduled delivery in the event of an emergency within VCMWD's operating system.
- 3. YUIMA must contact VCMWD to request the use of the emergency service connection at the point of delivery at least 24 hours before taking delivery of water from the VCMWD system.
- 4. This Agreement may be terminated by either party upon giving at least one (1) months' written notice of such termination to the other. This agreement shall continue in full force and effect until terminated by one or both parties per this section.
- 5. To the fullest extent permitted by law, VCMWD, its directors, officers, employees, agents and volunteers shall not be held liable for any claims, liabilities or damages to any property of any person including that of YUIMA's employees, agents or customers, nor for personal injury to or death to any person caused by or resulting from any acts or omissions (active, passive or comparative, negligence included) of VCMWD or its directors, officers, employees, agents or volunteers arising out of, or alleged to have arisen out of, the performance or the failure to perform any of its obligations under this Agreement. YUIMA agrees to indemnify and hold free and harmless VCMWD and its directors, officers, employees, agents and volunteers

against any such claims, liabilities and damages and any cost and expense incurred by them on account thereof. It is agreed that this indemnity is not limited in any way by the extent of any policy of insurance held by either party or by any limitation on the types of damages, compensation or benefits payable under worker's compensation acts, disability acts, or other employee acts. The foregoing limitation on liability and indemnity shall not apply to physical damage to the property of third parties or to personal injury or death that is determined to have been caused or resulted from the active negligence or willful misconduct of a party indemnified.

- 6. In is understood and agreed by the parties hereto that nothing in this Agreement shall obligate VCMWD to provide any of the services or materials contemplated by this Agreement to YUIMA if, in the sole judgment of VCMWD's Management, providing such services or materials would compromise or jeopardize the interests of VCMWD, its employees or its customers.
- 7. All acts of VCMWD under this Agreement will be performed with the express understanding that VCMWD makes no warranties, expressed or implied, with respect thereto.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their duly authorized officer.

VALLEY CENTER MUNICIPAL WATER	YUIMA MUNICIPAL WATER DISTRICT
DISTRICT	
By:	By:
Gary Arant, General Manager	Amy Reeh, Interim General Manager





TOP NEWS

Water Authority Board Sets 2021 Rates

Pollowing a public hearing on June 25, 2020, the San Diego County Water Authority's Board of Directors adopted rate increases for 2021 that were 30% lower than proposed in May 2020 following a series of refinements by staff. In addition, the Board directed staff to return in September or October with any further opportunities to reduce the 2021 rate increases, such as a decrease in rates set by the Metropolitan Water District of Southern California or the acquisition of federal or state economic stimulus funds.

As adopted in June, the all-in rates charged to the Water Authority's 24 member agencies will increase by 4.8% for untreated water and 4.9% for treated water in calendar year 2021. The new rates take effect January 1, 2021.

Rate increases were driven by reduced water sales, higher rates and charges from the Metropolitan Water District of Southern California and continued regional investments in supply reliability. Since the staff's rate proposal was released in May, the Water Authority reevaluated several assumptions driven by COVID-19 recessionary pressures based on new economic data and forecasts. The Water Authority also funded some costs related to the Carlsbad Desalination Plant this year instead of in 2021. The 2021 rates and charges may be further reduced if MWD makes material changes when revisiting its budget and rates this fall.

The Water Authority's 2021 rates were developed in conjunction with an independent cost-of-service study to ensure rates and charges comply with state law, legal requirements, cost-of-service standards and Board policies, and strategic tools such as the Long-Range Financing Plan.

In addition, the 2021 rates were designed to ensure Board -adopted debt coverage ratios that support the Water Authority's strong credit ratings and minimize the cost of borrowing money for construction projects. The Water Authority maintains credit ratings of AAA with a stable outlook from S&P, AA+ from Fitch, and Aa2 with a stable outlook from Moody's.

Water Authority Pilots Hispanic Outreach Program

The Water Authority's Public Affairs Department is testing a new Hispanic outreach program – the agency's first developed in Spanish instead of translated from English. The goals of the program include increasing confidence in the region's public water agencies, enhancing perceptions about the safety and affordability of tap water, and building relationships with the Hispanic community.

The pilot program ran April through June, with the development of online ads about the safety and reliability of tap water and the role that member agencies play to serve the region. Those ads were tested to refine messages

and distribution channels for the Hispanic market countywide.

In addition, the Water Authority and its member agencies worked with doctor and local television host Diane Perez to promote the safety of tap water on social media and her television show on Televisa.

The Water Authority also is looking at opportunities to partner with community organizations that serve the Hispanic community and working with JPIC to assess next steps in the campaign.

MWD's 2020 IRP Update and Rate Refinement Processes

At a Metropolitan Water District (MWD) Board retreat last October, staff highlighted its member agencies' changing demand on MWD and described MWD as at a "crossroads." At its June Integrated Water Resources Plan (IRP) Special Committee meeting, MWD staff indicated that the purpose of the 2020 IRP is shifting away from "chasing a potential gap" between supply and demand to focusing on addressing policy questions centered on MWD's role in water reliability, local resource development, water use efficiency, and potentially facility resilience. Specifically related to its funding of demand management efforts, MWD staff posed two questions: 1) "What role should Metropolitan take in assisting the region to plan for and comply with water conservation legislation;" and 2) "As supplies and demand come into balance for the region, should Metropolitan continue to fund water efficiency and local projects at the same level as now?" (MWD provides subsidies to member and sub-agencies for their local projects and conservation programs through its demand management programs—the Local Resources Conservation Credits Programs.)

With the Appellate Court's ruling finalized, MWD could not charge its Water Stewardship Rate—a volumetric demand management cost recovery rate—for transporting the Water Authority's independent Colorado River supplies and undertook an effort to "study and determine the most appropriate cost allocation" for its demand management costs. In 2019, MWD staff proposed implementing a fixed charge placing more than 70 percent of the demand management costs on

transportation. Ultimately, the MWD Board deferred the demand management cost recovery decision opting to not "incorporate" the Water Stewardship Rate, or any other rates or charges to recover demand management costs, in its 2021 and 2022 rates and charges, and instead, chose to use reserves available from unspent Water Stewardship Rate collections to fund these costs. The Board will consider demand management funding through a rate refinement process in conjunction with the 2020 IRP update. More information on MWD's demand management cost allocation process is found in the Metropolitan Water District's Demand Management Cost Methodology Update memo starting on page 61 in the Water Authority's January 2020 Board packet materials https://www.sdcwa.org/meetings-andfound here: documents.

Lake Mead Update

In the Colorado River Basin, dry conditions since April pushed hydrological conditions to well below normal for the water year and continued the long-term drought experienced since 2000. In spite of these conditions, Lake Mead recently reached its highest elevation in the past several years. A combination of factors including low demands and implementation of the Drought Contingency Plan helped improve the lake's level. The Colorado River annual accounting report released in May indicates record low water use as well as record storage in Lake Mead for California in 2019, both factors that contributed to Lake Mead's avoidance of further decline during continued drought. Further utilization of the Lake Mead storage program will help keep the lake above shortage trigger elevations and the Water Authority is working on gaining the ability to participate in these efforts.



COMMUNITY OUTREACH

Cooper's Hawk Chick and Nest Get Special Handling near Pipeline 5 Project

A Cooper's Hawk chick and nest is getting special attention after being discovered recently near a San Diego County Water Authority construction project. Environmental surveyors spotted the nest south of Gopher Canyon Road during the Pipeline 5 repair project in Moosa Canyon in North San Diego County. (March 27, 2020) Water Resources staff worked with staff from three other Water Authority departments - Right of Way, Operations & Maintenance, and Construction and Engineering - to reduce, minimize and monitor work activities in the area.

Limiting disturbance to the Cooper's Hawk chick and nest is part of the Water Authority's commitments required by its Natural Communities Conservation Plan and Habitat Conservation Plan, or NCCP/HCP. [hyperlink: https://www.sdcwa.org/habitat-conservation]

The NCCP/HCP plan, approved by the U.S. Fish and Wildlife Service and California Department of Fish and Game in December 2011, provides goals, guidelines, and specifications that comprise the Water Authority's Conservation Strategy for biological resources within its San Diego County Service Area and a portion of southwestern Riverside County.

When construction work was completed, Water Resource staff contacted the nonprofit group Bloom Research Inc. and biologists with Bio-Studies Inc., who are studying raptors in Southern California. "I met with the (Dustin Janeke on May 25, 2020) biologist at the nest location and the single chick was retrieved by climbing approximately 35 feet up the nest tree and carefully placing it in a travel bag and bringing the chick down to our blow off structure," said Summer Adleberg, Water Authority environmental biologist. She said the biologists collected data from the chick, including approximate age, size, sex and overall health, and they attached a USGS band to the bird's right ankle. The band has a unique eight-digit code that is entered into a federal bird banding database.

In general, bird banding allows scientists to study the Cooper's Hawk migration, their behavior, survival rate, reproductive success and population growth. If this bird is ever encountered again in the future, the band number will provide information as to exactly where and when this bird was banded. Pete Bloom, of Bloom Research Inc. is studying the natal dispersal behavior of raptors throughout southern California. Dustin Janeke, a biologist with Bio-Studies, a San Diego-based environmental company, is a permit-authorized volunteer assisting Mr. Bloom's research projects.

"When the data collection was completed, the chick was returned to its nest where he will stay for the next 2 to 3 weeks before he fledges and moves out on his own," said Adleberg.



Cooper's hawk chick in the nest. Approximately 2-3 weeks old



Cooper's hawk being banded by biologist Dustin Janeke. (Bio-studies Inc.) Timing is important, band big enough to allow leg to grow to full adult size.



Data collection, measuring leg for band size, weight, age and health. Weighs about 1.5-2.0 ounces



Cooper's hawk chick with band attached. Started developing tail and wing feathers Wing about 2 inches long

COMMUNITY OUTREACH

Vicente Pump Station moving some water!

The San Vicente Pump Station was originally designed to provide a facility that could be operated to deliver water stored in San Vicente Reservoir to meet regional demand during emergency events that might disrupt the flow of water from Metropolitan into the region. With significant rainfall and lower than expected regional demand during this past winter, excess QSA water was placed into SDCWA's storage account in San Vicente Reservoir. In order to manage the stored water and to minimize CY2021 rate impacts, a proposed plan to utilize this stored water was developed.

The proposed plan was to begin pumping stored San Vicente water into the aqueduct system to supplement regional demand from June thru October with a goal to move approximately 30,000 acre-feet of water. In addition to pumping, the plan was to supply City of San Diego's Alvarado Water Treatment Plant is being delivered water by gravity from San Vicente thru the City's El Monte Pipeline while the San Diego 28 Flow Control Facility rehabilitation project is underway.

In early May, due to the desalination plant being offline for planned maintenance, regional demand was high enough to allow an early start to the planned pumping operation. O&M staff prepared the facility to be operated and supplemented the regional demand with the QSA water previously stored in San Vicente Reservoir. Operations, Rotating Equipment, and Technical Services worked together to prepare the facility to meet these needs. The aqueduct system was reconfigured to allow for this water to be safely blended with the MWD untreated flows utilizing the Rancho Peñasquitos Pressure Control Hydroelectric Facility and meet member agency demands. This water was delivered and treated successfully by Helix Water District (Levy WTP), Sweetwater Authority (Purdue WTP), and the City of San Diego (Miramar and Lower Otay WTPs) treatment plants. To date, almost 5,000 acre-feet of water has been pumped with an additional 10,000 acre-feet by gravity to Alvarado thru the City's El Monte Pipeline. This early start will help ensure our goal using 30,000 acre-feet by October is met.



DEPARTMENT NEWS

Water Authority Explores Use of Drones

The Engineering Department is wrapping a two-year pilot study for the use of drones. During the first year Federal Aviation Administration regulations, legal requirements, and training requirements were researched. Also, the costs and benefits of using drones were analyzed comparing in-house staff versus contractors. Based on the analysis it was determined that an in-house drone program was more cost effective.

Twenty-five inaccessible areas of the aqueducts were identified for the drone flights due to concerns of potential encroachments and/or potential soil eroding over the top of the pipe. These areas are not safe for staff to conduct site inspections for encroachments and erosion because of the steep and rugged terrain and/or thickness of vegetation. Property owner permission forms to allow flights were developed.

At the beginning of the second year, two staff from the Engineering Department's Right of Way Services division completed the Federal Aviation Administration requirements for drone pilot certifications. A low-cost drone was acquired, and staff completed training flights in November 2018 over two Water Authority fee owned parcels. The flights over the 25 inaccessible areas of the aqueduct began in January 2019 and were completed in February 2020. Areas of erosion were discovered in three of the inaccessible areas. A project has been initiated to

address the erosion areas in one of the inaccessible areas. The other two areas will be monitored.

In addition to these missions, a drone flight was conducted over one of our active relining construction projects in North County (Pipeline 5 Relining from Point of Delivery to Sage Road). The drone was used to record a video of a construction portal on Pipeline 5 to demonstrate the steel liner installation. Another drone flight at the Twin Oaks Water Treatment provided an aerial view of the solar battery installation relative to the surrounding solar panel arrays. Also, a drone flight was conducted over the temporary pipeline connection to Metropolitan Water District's pipeline that was used for water delivery while Pipeline 4 was being repaired at Moosa Canyon. These aerial videos were used in presentations to the Board as well as reports to help explain the specific project and construction progress. Other applications that support Water Authority programs are being explored. An overall evaluation is underway of the drone pilot study and will be completed before the end of 2020. This will help determine the future of the Water Authority's drone program and its incorporation into Water Authority programs.



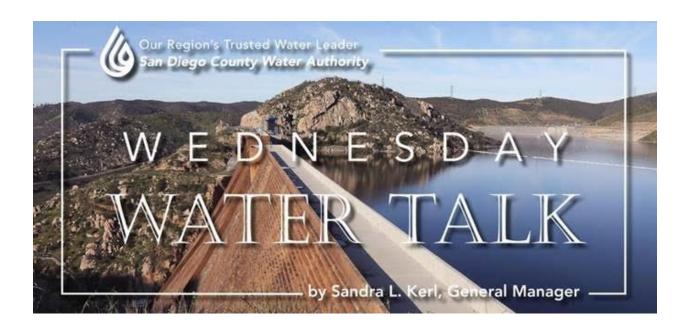
HEADWATERS

1959: State Water Project Approved

In the late 1950s, San Diego County Water Authority officials, including then Board Chairman Fred A. Heilbron and General Counsel William H. Jennings, joined by Water Authority and Metropolitan Water District of Southern California Director Harry Griffen, were part of a historic effort to distribute water across the state. They endeavored to gain approval for the Burns-Porter Act authorizing the State Water Project. The California State Legislature approved the act in 1959, and California voters authorized funding for the project a year later.

Today, the State Water Project transports water from Northern California to urban residents and farmers throughout central and southern California, including San Diego County. In recent years, about 11% of the San Diego region's water supply has come from the State Water Project.





Good afternoon, San Diego County leaders.

I've got some great news to share that benefits just about everyone in San Diego County: Strong and steady leadership by our Board of Directors has saved ratepayers more than \$67 million by refinancing debt priced last week in New York. That brings to \$235 million our savings on bond refundings since 2010, a significant help in reducing the overall cost of regional water security investments.

It's a valuable reminder about **the importance of maintaining fiscal stability and strategic financial management** despite the recessionary headwinds and unusually challenging circumstances we find ourselves in due to COVID-19.

Let me explain. Over the past 20 years, the Water Authority has invested in a **nationally recognized strategy to ensure water supply reliability** in this semi-

arid region. That has served us well during the past two droughts, and it will benefit in future dry years as well.

The multi-billion-dollar investment will be paid over decades, much like a home mortgage. And, much like a home mortgage, we can periodically take advantage of favorable market conditions to refinance the bonds. That was the case last week, made possible by our Board setting rates for 2021. It was a difficult rate-setting process for everyone involved, resulting in rate increases of 4.8-4.9% for our member agencies. Our Board was very mindful and concerned about the economic hardships suffered by so many in our community as a result of the pandemic. However, the rate increases were necessary to offset rate increases by our wholesale supplier, the Metropolitan Water District of Southern California.

By adopting the rates, the Board signaled stability to the market and our strong credit ratings remained intact. That allowed us to strike when market conditions were optimal and complete two very complex refunding transactions a week earlier than planned. At the end of the day, we saved \$27 million more than we projected in late May.

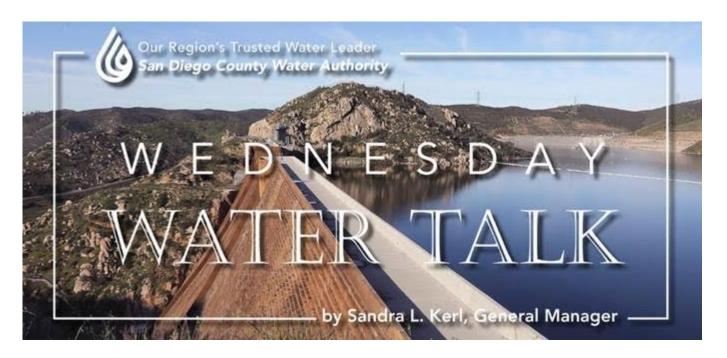
In affirming our credit ratings over the past few weeks, the three major rating services cited the Water Authority's strong financial leadership, including prudent strategies to manage issues related to COVID-19, our success diversifying water supplies, our commitment to infrastructure maintenance, and our financial reserves for managing contingencies, among other factors.

While we don't know what tomorrow will bring, we do know that **we'll remain** committed to sound fiscal management on behalf of stakeholders and ratepayers across our region. Thank you for your interest and support. I would love to hear from you at GM@sdcwa.org with comments, suggestions or questions.

Sandra L. Kerl

General Manager

San Diego County Water Authority



Good afternoon, San Diego County leaders.

As the pandemic lingers long past what we initially anticipated, we continue to adjust our timelines and processes to accommodate the potential for additional weeks or months of telework. At the same time, we continue pursuing our core mission of providing a safe, reliable water supply for the San Diego region at an affordable cost because **it will be a foundation of the region's economic recovery.**

One of those core functions is setting rates for the year ahead, based on numerous factors such as the cost of electricity, the cost of transporting water over long distances, and the cost of debt associated with the major water reliability investments our region has made over the past 30 years. Setting budgets and rates is challenging every time – but this was extraordinary given all the complex and competing factors.

The good news is that the Water Authority's Board of Directors in late June adopted **rate increases for 2021 that are 30% lower than initially proposed** following a series of refinements by staff. As adopted, the all-in rates charged to the Water Authority's 24 member agencies will increase by 4.8% for untreated water and 4.9% for treated water in calendar year 2021.

The increases were driven by reduced water sales, higher rates and charges from the Metropolitan Water District of Southern California and regional investments in supply reliability.

The rates adopted by the Board are the result of strategic measures that include:

- Providing more than \$80 million in rate relief from the Rate Stabilization Fund over the next 24 months.
- Capitalizing on historically low interest rates and the Water Authority's strong credit ratings by restructuring debt at a significant savings.
- Planning to withdraw stored water to reduce water purchases while maintaining water reserves for future years the result of careful planning and investments over more than

two decades.

• Trimming budget expenditures with a hiring freeze, reduced professional services contracts and reprioritizing more than \$30 million in capital projects.

In addition, staff will return to the Board this fall with any additional opportunities to reduce the adopted rates, such as a decrease in rates set by MWD or the acquisition of federal or state economic stimulus funds.

Thank you for your interest and support. I would love to hear from you at GM@sdcwa.org with comments, suggestions or questions.



Sandre LiVel

Sandra L. Kerl

General Manager

San Diego County Water Authority

YUIMA MUNICIPAL WATER DISTRICT ADMINISTRATIVE REPORT

July 27, 2020 Amy Reeh Interim General Manager

CONTINUING PRIORITY – COVID-19

As you are most likely aware, the Governor has re-implemented lockdown due to the recent increase in COVID-19 cases. In an effort to reduce possible exposure, the office remains closed to the public and office staff is working alternate schedules to reduce the number of people in the office. All staff is required to wear masks while in common areas of the office and work with office doors closed. The Operations staff are communicating via phone to discuss works tasks for each day and have been directed to wear masks if / when they come into contact with the public and if they need to enter the office. We are awaiting notification of being able to return to normal operations. Until then the office remains closed to the public and Board meetings will be held via Zoom. This is expected to continue through the end of the calendar year. The San Diego County Water Authority and member agencies are also conducting their board meetings in this same manner.

ANNEXATIONS/NEW SERVICE REQUESTS

<u>Pauma Valley Water Company (PVWC)</u> The PVWC Annexation Project Team continues to move forward with the necessary steps and documentation development to submit the annexation package to the San Diego County Water Authority.

<u>Shadow Run (Schoepe) Annexation/De-Annexation:</u> The EIR has been submitted to Metropolitan Water District and the annexation is awaiting approval and terms and conditions from MET.

Rancho Corrido Annexation: The Water Authority accepted the Metropolitan Water District's Terms & Conditions for the Rancho Corrido Annexation. The next step is to get approval from LAFCO for a district boundary and sphere of influence adjustment. The LAFCO application packet is being developed and the resolution presented at today's board meeting is part of that packet. Per LAFCO staff, it typically takes six months to complete the LAFCO process. Funds for the LAFCO application fee (estimated \$84,821.25) will be collected from Rancho Corrido prior to the filling of the application. The District's per acre annexation fee (estimated \$85,014.93) fee will be collected upon LAFCO approval. Below are the remaining steps needed to complete the annexation.

- *At the request of LAFCO, the Water Authority, its member agency, and MWD will each submit to LAFCO a Subject Agency Supplemental Information Form regarding the proposed annexation.
- * YMWD obtains LAFCO resolution approving annexation.
- * YMWD forwards annexation payment to MWD and Water Authority, based on current fees and charges.
- * YMWD certifies with LAFCO that all conditions are met.
- * LAFCO records certificate of completion.
- * Following annexation, YMWD shall annually submit for a five-year period to the Water Authority information required to comply the Water Authority's reporting requirements (Section 5 of the Water Authority Annexation packet) and with MWD's Administrative Code Section 3107 on Water Use Efficiency Guidelines.

REPORTING

Consumer Confidence Report: Preparation of the Consumer Confidence Report (CCR) has been completed and the report has been posted to the District's website. A billing insert was included with the June bills notifying customers where to locate the report.

LEGISLATION

Some of the effects of AB1668 and SB606 are beginning to be seen in the monthly and annual reporting the District is required to submit. This year's EARS report contained 5 new reporting sections aimed at collecting data for residential gallons per capita to use as a water efficiency standard.

Beginning in October 2020, AB1668 will require the District to submit yet another monthly report to the State to report the following information:

- Water System Identification
- Total Potable Water Production
- Population
- Percent Residential Use
- Water Shortage Response Level in the event of mandatory cutbacks
 - Water Shortage Contingency Plan Actions (if any)
 - o Communication Actions (if any)
 - Compliance and enforcement actions (if any)

This report will be due by the 28^{th} of the month and carries a \$1000 / day fine for non-compliance.

Beginning in July 2022, SB606 will require an Annual Water Supply and Demand Assessment be completed and submitted to the State. ACWA is developing a template for water agencies to use for reporting purposes. The goal of AB606 is to identify significant water loss (slippage) and require action by the District that will result in reduction of water loss. Some mechanisms mentioned for controlling slippage is the replacement of older style meters and the performance of an annual leak detection program.

SAN DIEGO COUNTY WATER AUTHORITY

The San Diego County Water Authority has received grant funding that they have used to roll out several water campaigns. The first being the "Trust the Tap" water campaign that focuses on the fact that tap water is safer and more cost effective to drink than bottled water. They also produced a video titled "We're Here for You" in which personnel from member agencies were featured. This video can be viewed on the District website; just go to the home page and click on the "Read More" button on the "We're Here for You" slide.

Yuima Municipal Water District - Production/Consumption Report

YUIMA GENERAL DISTRICT Produced and Purchased Water	Jun-20	May-20	FISCAL 2019-20	2018-19	CALEN 2020	IDAR 2019
20-2009 IDA	0.0	0.0	0.3	0.0	0.0	0.3
10-1009 SDCWA	539.4	386.0	4684.7	4756.2	1345.3	4411.1
10-1001 SCHOEPE	16.4	15.7	109.1	63.4	76.3	66.5
Total Produced and Purchased	555.8	401.7	4794.0	4819.6	1421.6	4477.9
	555.5			.020.0		
Consumption						
Back of Book 01 CUSTOMERS GENERAL DISTRICT	233.1	196.8	2325.5	2630.4	760.1	2220.2
10-2100 TAP 1	128.7	93.2	1062.0	1006.0	302.7	971.1
590 minus 20-2008 TAP 2	107.9	63.2	764.3	665.0	142.0	712.8
10-1200 TAP 3	92.1	65.3	678.6	593.3	237.6	616.9
Total Consumption - Yuima	561.8	418.5	4830.5	4894.7	1442.4	4521.0
Storage Level Changes	-3.2	8.0	3.5	-1.8	3.2	-1.3
Slippage - Acre Feet	-9.2	-8.8	-33.0	-77.1	-17.6	-44.4
Slippage %	-1.7	-2.2	-0.7	-1.6	-1.2	-1.0
IMPROVEMENT DISTRICT "A"						
Produced Strub Zone Wells	22.2	24.6	472.4	427.0	04.0	446.5
20-2012 RIVER WELL 12	23.3	21.6	172.1	137.0	91.0	146.5
20-2091 RIVER WELL 19A	46.3	12.3	389.5 285.2	361.6	157.3	391.2
20-2020 RIVER WELL 20A 20-2025 RIVER WELL 25	42.9	33.0 30.1	265.2 241.2	257.7 152.2	151.8	241.7 173.9
20-2022 FAN WELL 22	33.9 21.5	18.4	190.5	135.5	133.0 83.7	146.2
Total Produced Strub Zone Wells	167.9	115.4	1278.5	1044.0	616.8	1099.5
	107.9	113.4	1276.3	1044.0	010.8	1099.3
Produced Fan Wells						
20-2007 WELL 7A	0.1	0.0	26.4	21.8	0.2	27.9
²⁰⁻²⁰⁰⁰ WELL 10	0.0	0.0	6.3	6.1	0.0	6.7
20-2014 WELL 14	28.3	29.7	186.9	106.4	70.9	149.7
20-2017 WELL 17	16.7	5.4	48.0	39.7	22.9	34.6
20-2018 WELL 18	1.9 6.0	1.2 3.6	52.1 40.7	57.3 28.1	6.6 14.9	58.2 32.4
20-2023 WELL 23 20-2024 WELL 24	12.8	11.8	84.5	69.6	31.8	70.5
20-2029 WELL 29	5.6	4.8	82.3	57.9	13.9	70.5 89.6
20-20410-500 HORIZONTAL WELLS	11.1	10.0	202.9	129.6	98.3	173.9
Code K Usage WELL USE AGREEMENTS ("K")	28.1	23.2	193.9	127.8	88.6	151.5
Total Produced Fan Wells	110.6	89.7	923.8	644.6	348.1	795.1
Total Produced Strub and Fan Wells	278.5	205.1	2202.3	1688.5	964.9	1894.7
Purchased Water				2000.0	555	
10-2100 TAP 1	128.7	93.2	1062.0	1006.0	302.7	971.1
590 minus 20-2008 TAP 2	107.9	63.2	764.3	665.0	142.0	712.8
10-1200 TAP 3	92.1	65.3	678.6	593.3	237.6	616.9
Total Purchased Water	328.7	221.7	2505.0	2264.4	682.3	2300.8
Total Produced and Purchased	607.2	426.8	4707.3	3952.9	1647.2	4195.5
Consumption						
Back of Book 02 CUSTOMERS IDA	580.5	413.4	4401.8	3720.7	1506.0	3893.9
Interdepartmental to Y			0.7	0.0	0.4	0.3
Total Consumption - IDA	580.5	413.4	4402.5	3720.7	1506.4	3894.1
Storage Level Changes	-3.9	0.0	2.0	-2.0	0.1	-1.6
Slippage - Acre Feet	22.8	13.4	306.8	230.1	140.9	299.7
Slippage %	3.8	3.1	6.5	5.8	8.6	7.1
Combined General District and IDA						
PRODUCED YUIMA	555.8	401.7	4794.0	4819.6	1421.6	4477.9
PRODUCED IDA	278.5	205.1	2202.3	1688.5	964.9	1894.7
Total Produced and Purchased	834.3	606.8	6996.4	6508.1	2386.5	6372.6
Consumption	813.6	610.2	6727.3	6351.1	2266.1	6114.0
Storage Level Changes	-7.1	8.1	5.5	-3.8	3.3	-2.9
Slippage - Acre Feet	13.6	4.6	273.9	153.1	123.3	255.3
Slippage %	1.6	0.8	3.9	2.4	5.2	4.0

Notes:

Forebay Construction Waste .1 AF

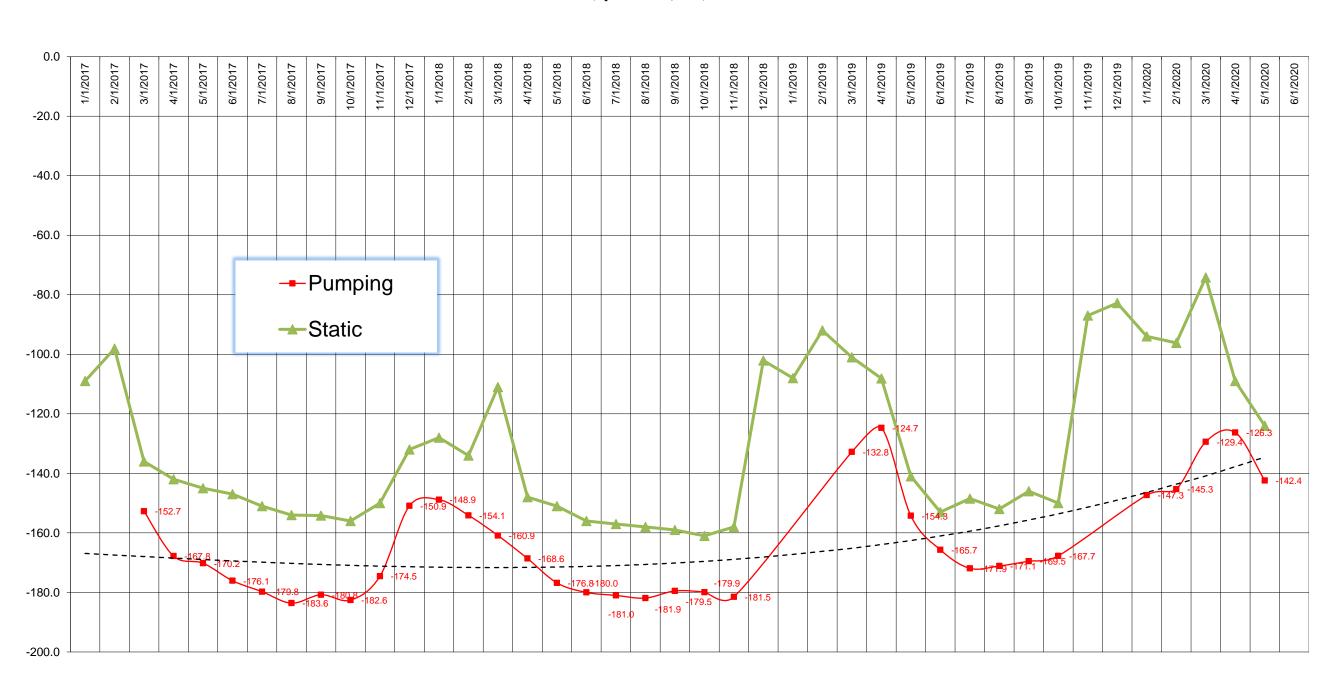
Tank 4 Overflow 1 AF

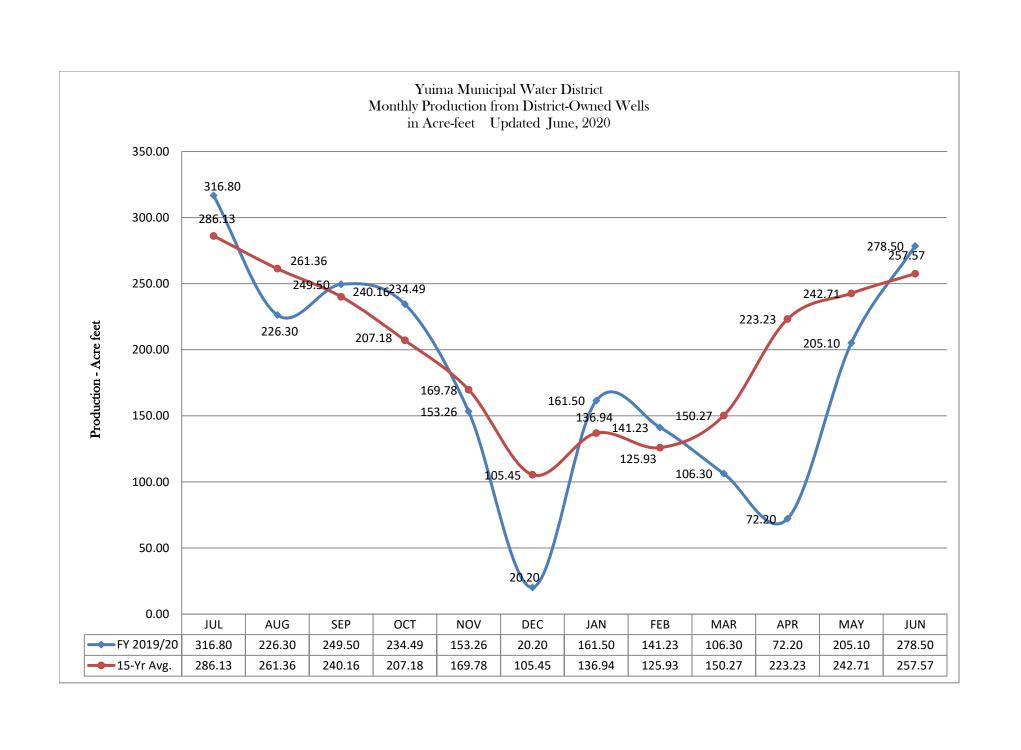
McNally Overflow 1 AF

Construction Meter Hose Blowout .62 AF

Yuima Municipal Water District River Well Static (21A) and Pumping Levels

For Yuima Wells No. 12, 19A, 20A and 25
(Increasing Inverse = improving water levels)
Pumping and Static Levels (feet below ground level)
(Updated June, 2020) 2017-Current





YUIMA MUNICIPAL WATER DISTRICT

Well Level Report

		January			February			March	•		April			May			June	
(* static level with surrounding wells off 24 hrs)	Static	2020 Pumping	GPM	Static	2020 Pumping	GPM	Static	2020 Pumping	GPM	Static	2020 Pumping	GPM	Static	2020 Pumping	GPM	*Static	2020 Pumping	GPM
Monitor Well No. 21A Floy 900! Donth 251!	Level	Level		Level	Level		Level	Level		Level	Level		Level	Level		Level	Level	
Monitor Well No. 21A Elev 800' Depth 251'	94	4.45.4	4.40	96.2	440.5	454	74.2	400.0	404	109	400.0	400	124	407.0	455	126	400.0	454
Well No. 12 (River) Elev 800' Depth 207'	84.2	145.1	149		143.5	151	74	132.3	161	400.5	129.8	163		137.2	155		138.8	154
Well No. 19A (River) Elev 800' Depth 215'	89.8	141.9	402		139.9	399	75.9			106.5				146.4	380		150.1	365
Well No. 20A (River) Elev 800' Depth 225'	87.8	136.1	250		133.4	249	76	117	275		117.1	280		127.9	255		130.4	249
Well No 25 (River) Elev 805' Depth 210'	90.8	166.2	220		164.4	221	78.8	138.8	270		141.2	278		158	255		161.8	241
Well No. 3 (Fan) Elev 1220' Depth 547'	312.9			311.8			313.1			312.2			315.8			318.1		
Well No. 7A (Fan) Elev 1240' Depth 554'	254.6			251.9			240.8			241.8			247.9			250.8		
Well No. 8 (Fan) Elev 1227' Depth 1000'	336.5			333.3			327.1			326.8			329.9			329		
Well No. 9 (Fan) Elev 1252' Depth 436'	335.1			332.1			233.9			228.8			243.1			235.5		
Well No. 10 (Fan) Elev 1210' Depth 405'	228.8			210			203.6			202.1			218.2			202.2		
Well No. 13 (Fan) Elev 1280' Depth 403'	264.6			261.3			247.9			247.1			262.8			274.8		
Well No. 14 (Fan) Elev 1310' Depth 542'	261.9			391.6			268.3			266.3	343.3	338	283.5				385.6	275
Well No. 17 (Fan) Elev 1375' Depth 597'	342.6			340.3			338.3			337.1				423.1	129		428	123
Well No. 18 (Fan) Elev 2380' Depth 1000'	241.3			245.8			249			255			271			286		
Well No 22 (Fan) Elev 997.4' Depth 1100'	214.8	229.6	155		230.4	158	204.4				228.8	163		243.6	71		228.8	167
Well No. 23 (Fan) Elev 1587' Depth 963'	264.3	360.2	45		360.8	42	267.6	359.9	44		346.4	56	264.6				266.7	46
Well No. 24 (Fan) Elev 1530' Depth 582'	266.2	312.4	109	264.2			263				344.6	80		341.9	60		336.3	106
Well No. 28 (Fan) Elev 2335' Depth 550'																		
Well No. 29 (Fan) Elev 1314' Depth 450'	253.8			185.6			271.2			270	295.6	160	291.8				334.2	128
Well No. 41 (Horizontal) Elev 2627' Depth 555'																		
Well No. 42 (Horizontal) Elev 2632' Depth 675'																		
Well No. 43 Pressure Gauge: reads in psi																		
Well No. 44 (Horizontal) Elev 3040' Depth 465'																		
Well No. 45 (Horizontal) Elev 2900' Depth 770'																		
Well No. 46 (Horizontal) Elev 3050' Depth 870'																		
Well No. 47 (Horizontal) Elev 3050' Depth 1007'																		
Well No. 48 (Horizontal) Elev 3160' Depth 785'																		
Well No. 49 (Horizontal) Elev 3160' Depth 905'																		
Well No. 50 (Horizontal) Elev 3120' Depth 1215'																		
Well No. 51																		
Schoepe No. 2 (River) Elev 700' Depth 253'	149.9	190.8	19	1505	183.1	30		188.1	48		183.2	41		184.9	46		191.3	28
Schoepe No. 3 (River) Elev 700' Depth 265'	152.8			150.6			138.9			137.2			141.4			148.1		
Schoepe No. 3-R (River) Elev 700' Depth 200'	151.1	164.3	60		161.8	60		160.8	94		160.1	94		161.8	87		150.3	68
Schoepe No. 4 (River) Elev 700' Depth 185'	120.2			118			117			114			113			129.6		
Schoepe No. 5 (River) Elev 700' Depth 1000'	126			119			116			116			119			136		

		July			August			September			October			November			December	
		2019			2019			2019			2019			2019	_		2019	
(* static level with surrounding wells off 24 hrs)	Static	Pumping	GPM	Static	Pumping	GPM	Static	Pumping	GPM	Static	Pumping	GPM	Static	Pumping	GPM	*Static	Pumping	GPM
Monitor Well No. 21A Elev 800' Depth 251'	Level 148.5	Level		Level 152	Level		Level 146	Level		Level 150	Level		Level 87	Level		Level 86	Level	
Well No. 12 (River) Elev 800' Depth 207'		168.5	141		170.5	150		167.4	127		163.9	127	89.2			79		
Well No. 19A (River) Elev 800' Depth 215'		165.9	380		162	390		162	390		162	390	90.3			83.1		
Well No. 20A (River) Elev 800' Depth 225'		171.6	211		170	200		166	210		163.3	210	91.8			81.3		
Well No 25 (River) Elev 805' Depth 210'		181.4	155		182	150		182.6	170		181.6	180	95.2			84.6		
Well No. 3 (Fan) Elev 1220' Depth 547'	312.2			312			312.4			312			310.1			306		
Well No. 7A (Fan) Elev 1240' Depth 554'	256.1	311.1	164	264			276	343	165	238.7		150	272.8	340.8	171	257.4		
Well No. 8 (Fan) Elev 1227' Depth 1000'	329.9			342			342.2			344.9			340.3			339		
Well No. 9 (Fan) Elev 1252' Depth 436'	239.1			255			260.4			264.2			257.2			337.2		
Well No. 10 (Fan) Elev 1210' Depth 405'	219.4	253.2	41	226			232	261.2	41	231.9	228		230.6	259.1	42	217.2		
Well No. 13 (Fan) Elev 1280' Depth 403'	288.4			277			303			303.1			301.2			296.1		
Well No. 14 (Fan) Elev 1310' Depth 542'		421	210		518	155		420	148		418	190	322	408	225	296.8		
Well No. 17 (Fan) Elev 1375' Depth 597'		440.6	73		392	72		393	52		368		356.2			343.2		
Well No. 18 (Fan) Elev 2380' Depth 1000'	289	486	151	229.3			239	401	135	316			241			239		
Well No 22 (Fan) Elev 997.4' Depth 1100'		141.4	148		227.8	146		240.2	148		239	148.2	228.3	240.1	151	229.1		
Well No. 23 (Fan) Elev 1587' Depth 963'		369	47		371	44		365.1	40		363.8	40.1	269.5	361.8	42	261.6		
Well No. 24 (Fan) Elev 1530' Depth 582'		345.3	101	278				341.8	97		343.7	98.3	268.4	339.8	99	266.4		
Well No. 28 (Fan) Elev 2335' Depth 550'																		
Well No. 29 (Fan) Elev 1314' Depth 450'		357	127		363	122	277	366	119		365.3	120	311.5	365.1	128	292.3		
Well No. 41 (Horizontal) Elev 2627' Depth 555'									15.0									
Well No. 42 (Horizontal) Elev 2632' Depth 675'									26.0									
Well No. 43 Pressure Gauge: reads in psi																		
Well No. 44 (Horizontal) Elev 3040' Depth 465'									9.0									
Well No. 45 (Horizontal) Elev 2900' Depth 770'																		
Well No. 46 (Horizontal) Elev 3050' Depth 870'									26.0									
Well No. 47 (Horizontal) Elev 3050' Depth 1007'									9.0									
Well No. 48 (Horizontal) Elev 3160' Depth 785'									37.0									
Well No. 49 (Horizontal) Elev 3160' Depth 905'																		
Well No. 50 (Horizontal) Elev 3120' Depth 1215'									33.0									
Well No. 51																		
Schoepe No. 2 (River) Elev 700' Depth 253'		191.5	19		296	16		195.5	21		192			293	18	142		
Schoepe No. 3 (River) Elev 700' Depth 265'	156			157			157.7			158.7			252			144.1		
Schoepe No. 3-R (River) Elev 700' Depth 200'		184.2	37		285	30		184.5	28		182	28		284	40	146		
Schoepe No. 4 (River) Elev 700' Depth 185'	128			115			117.5			122.7			223			116		
Schoepe No. 5 (River) Elev 700' Depth 1000'	131			224			121			122.9			225			119		

YUIMA MUNICIPAL WATER DISTRICT

REPORT OF DISTRICT WATER PURCHASED AND PRODUCED

Month	Comparative	One (1)	Year Ago

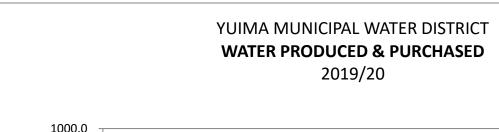
Fiscal Year to Date Comparatives

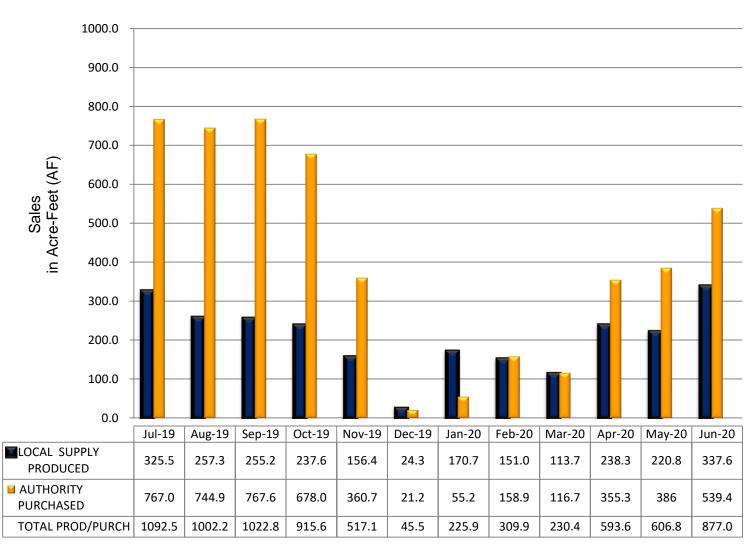
LOCAL SUPPLY AUTHORITY TOTAL PRODUCED & PURCHASED	Jun-20 337.6 539.4 877.0	Jun-19 220.9 416.4 637.3	%CHANGE 52.8% 29.5% 37.6%	2019/20 2354.4 4684.7 7039.1	2018/19 1751.9 4756.2 6508.1	%CHANGE 34.4% -1.5% 8.2%
CONSUMPTION	813.6	627.8	29.6%	6727.3	6351.1	5.9%
% LOCAL %AUTHORITY	38.5% 61.5%	34.7% 65.3%	3.8%	33.4% 66.6%	26.9% 73.1%	6.5%

FISCAL YEAR ENDING JUNE 30 COMPARATIVES

_	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
LOCAL SUPPLY	1688.5	2107.5	2058.1	2334.3	2726.6	3145.7	4199.9	4353.8	3356.5	2858.8	3729.7	2583.6	4060.1	3367.0
AUTHORITY SUPPLY	4819.6	4780.9	4470.6	3621.1	4468.4	4596.1	2149.3	1183.6	1617.7	2521.8	2347.0	3719.8	3573.5	3478.7
TOTAL PRODUCED & PURCHASED	6508.1	6888.4	6528.7	5955.4	7195.0	7744.8	6349.2	5537.4	4974.2	5380.6	6076.7	6303.4	7633.6	6845.7
_							,							
CONSUMPTION	6351.1	6629.8	6379	5887.8	7175.6	7591.1	6310.3	5486.9	4959.0	5310.8	5909.0	6088.3	7380.5	6492.5
_														
% LOCAL	25.9%	30.6%	31.5%	39.2%	37.9%	40.6%	66.1%	78.6%	67.5%	53.1%	61.4%	41.0%	53.2%	49.2%
% AUTHORITY	74.1%	69.4%	68.5%	60.8%	62.1%	59.4%	33.9%	21.4%	32.5%	46.9%	38.6%	59.0%	46.8%	50.8%

ds/excel/waterpurchasedand produced





YUIMA MUNICIPAL WATER DISTRICT OPERATIONS REPORT July, 2020

Staff Report

Forebay Pump Station Rehabilitation

Construction on the new pump station and tank are quickly coming to a close. All of the pumps, SCADA systems and other operational infrastructure has been installed. Tuesday, July 21st the new pumps were all tested and are running perfectly. SDG&E set the new transformer and meter and the HVAC system is due to be installed on the 24th of July. All of these preparations have been leading up to the main event: start up of the station. Use of this station will commence with the connection to the discharge line that comes into the valley and feeds our distribution system. This connection and station startup is scheduled for Wednesday, July 29th. During this time the District will need to shutdown its flow from the Water Authority connection for an estimated 12-hour period. During this time customers will be asked to curtail water use as much as possible. The District is aware that the temperature is an issue and do not want to ask growers to completely restrict their watering. We are also arranging for an emergency connection to Valley Center MWD for a small flow of 6 CFS to help supplement our water stores and local supply but this flow is not enough to keep up with demand so we will be asking growers to cut back on their use during this shutdown period.

WELLS

YUIMA General District

	SCHOEPE WELLS								
WELLS	FLOW / GPM	STATUS	👢 % CHANGE 👚						
PVW2	30	IN SERVICE	0%						
PVW3	0	OUT OF SERVICE - PUMP	0%						
PVW3R	60	IN SERVICE	0%						
PVW4	0	OFF DUE TO WATER LEVEL	0%						
PVW5	0	OFF DUE TO WATER LEVEL	0%						

IDA

STRUB WELLS								
WELLS	FLOW / GPM	STATUS	♣% CHANGE ↑					
12	151	IN SERVICE	0%					
19A	399	OUT OF SERVICE - PUMP	0%					

20A	249	IN SERVICE	0%
25	221	IN SERVICE	0%
22	158	IN SERVICE	0%

		FAN WELLS	
WELLS	FLOW / GPM	STATUS	♣ % CHANGE ↑
3	0	OFF DUE TO WATER LEVEL	0%
7A	171	OFF – LOW DEMAND	0%
8	0	OFF DUE TO WATER LEVEL	0%
9	0	OFF DUE TO WATER LEVEL	0%
10	42	OFF – LOW DEMAND	0%
13	0	OFF DUE TO WATER LEVEL	0%
14	300	OFF – LOW DEMAND	0%
17	60	OFF – LOW DEMAND	0%
18	135	OFF – LOW DEMAND*	0%
23	45	OFF – LOW DEMAND	0%
24	109	OFF – LOW DEMAND	0%
29	128	OFF – LOW DEMAND	0%

	HORIZONTAL WELLS**								
WELLS	FLOW / GPM	STATUS	♣ % CHANGE ↑						
41	14	ON	0%						
42	26	ON	0%						
43	0	OFF DRILL BIT LODGED	0%						
44	8	ON	0%						
45	0	OFF - SEDIMENT	0%						
46	26	ON	0%						
47	5	ON	0%						
48	37	ON	0%						
49	9	ON	0%						
50	16	ON	0%						

^{*}Well #18 – Supplies "Ag Only" open reservoirs at 135 gpm, Pettis and Dunlap and is being used to supply both Reservoirs alternately, as required.

^{**} Horizontal Wells – Per SWRCB all supplies must be used for AG only; cannot blend die to high Iron and Manganese. Supplies going into Dunlap open reservoir. Repairs to the Horizontal well line are 70% completed. The line was relocated to mitigate future damage that occurs in the deep, difficult to access ravine. The line now parallels the well

line road and connects to the old Upper Catch line which also has been repaired.

BOOSTER STATIONS

	BOOSTER STATIOMS							
STATION	PUMPS	STATUS						
PERRICONE	1.2.3.4	OK						
FOREBAY	1,2,3,4	UNDER CONSTRUCTION						
EASTSIDE	1,2,3	OK						
1	1,2,3,4	OK						
4	1,2,3	OK						
6	1,2,3	OK						
7	1,2,3	1 UNDER CONST., 2 OK, 3 OK						
8	1,2,3,4	OK						
SCHOEPE	1,2,3	1 – OUT OF SERVICE, 2 & 3 OK						

Schoepe

Pump #1 is down due to failed VFD. However, due to low production and the large pump size (900 gpm), the District has decided the pump station can operate efficiently with Pumps 2 & 3 only and has taken the pump out of service.

RESERVOIRS AND TANKS

With the exception of Forebay, all tanks and reservoirs are currently in normal operation. However, there are some issues that need to be addressed in the near future.

- Dunlap tank is a bolt together, galvanized tank with a life expectancy of 25 years. The tank is currently 19 years old and has high level of corrosion on the interior due to the high levels of iron and manganese that comes from the horizontal well water. The District used the tank to blend the horizontal well water until May of 2019 when the SWRCB directed us to stop that practice and only use the well water for agricultural purposes. Repair or replacement of the tank needs to occur. The District will seek information on all options available to make an informed decision as to what the best course of action will be.
- Eastside Tank was inspected and cleaned in May of 2019. The exterior of the tank was found to be in good condition with a few minor repairs. The interior of the tank, however, was found to be in extremely poor condition and was recommended to be recoated within the next three years. The tank should be re-inspected in 2022.
- Tank 1 was inspected and cleaned in 2019 and found to be in good condition. The exterior of the tank is in good condition. The interior of the tank is in good condition as well. The
- Tank 8 was also inspected and cleaned in May of 2019. The exterior is in good condition

- with a small roof repair needed. The tank exterior should be recoated within the next 3-5 years. The interior of the tank was found to be in poor condition and was recommend to be recoated within the next three years. The tank should be re-inspected in 2022.
- Perricone Tank was last inspected and cleaned in April of 2018. The interior and exterior
 of the tank was recoated in 2016. The exterior of the tank was found to be in very good
 condition. The interior of the tank was found to be in overall good condition. There are a
 few minor areas of corrosions that can be fixed to mitigate any serious damage. This
 tank should be re-inspected in 2021 and repairs to the existing corrosion will be
 completed.
- Zone 4 Tank was inspected and cleaned in January of 2019 and was found to be in very good condition. Both the interior and exterior showed little signs of corrosion. The tank should be reinspected in 2022.
- McNally 1 Tank was last inspected and cleaned in 2016. The interior of the tank was found to be in fair-good condition with a few spots needing repair, which were completed at that time. The tank is due for inspection in 2021. The exterior of McNally 1 is in fair condition. The interior and exterior of this tank should be recoated in the next 3-5 years. The tank is due for inspection in the next fiscal year.
- McNally 2 Tank was inspected and cleaned in June 2019. The exterior of the tank is in fair condition and should be recoated in the next 3-5 years. The interior of the tank is in fair condition. The area above the waterline has corrosion issues that should be closely monitored and may dictate the recoating schedule. The tank should be re-inspected in 2022.
- Schoepe Tank is due for inspection; however, the Operations staff feels the tank is in poor condition.
- Forebay tank is under construction.

SYSTEM LEAKS/SLIPPAGE

Water slippage for the month of March was at 10.3 percent. There was water loss at Perricone Tank of 1.3af and Tank 8 of .37af due to SCADA communication failures and the horizontal well line was damaged due to winter storms. All SCADA issues have been resolved and the well line repair is near completion.

Bacteriological samples

The Yuima and IDA distribution systems and all special raw water groundwater well bacteriological tests were negative (Absent) for the month of March.

Other required water quality testing

The required CDPH monthly samples were taken on Tuesday, April 14th.

Nitrate monitoring results

Nitrate level summary for selected sites:

Nitrate Levels - Various Sites - Shown in MCL

Name	Jan	Feb	Mar	Apr	May	June
	N	N	N	N	N	N
Strub Well 22	25	24				
Yuima FH	4.8	4.8				
DA "Strub" Wells	6.78	6.38				
Schoepe Blend	8.0	7.6				
Fan Well 7A	36	33				
Fan Well 10	24	25.7				
Fan Well 14	18	16				
Fan Well 17	0.0.8	0.0.8				
Fan Well 23	8.4	8.2				
Fan Well 24	8.7	6.2				
Fan Well 29	20	20				
Wells blend	4	3.9				

Note: Fan wells 7A, 10, 14, 17 & 29 are blended with imported water to reduce nitrate levels.

DISTRICT OPERATIONS PERSONNEL

There are no work limitations to the District's Operations and Maintenance Staff at the present time.

OTHER PROJECTS AND PROGRAMS

SCADA – Phase 2 Upgrade

This capital project is on schedule to be completed in May 2020, however, this may be delayed due to the COVID-19 crisis and shelter in place orders.

CWA Emergency Storage Project (ESP) Valley Center MWD / Yuima MWD Inter-tie

The ESP team selected a firm to design the ESP connection from CWA to Yuima. This project is scheduled to be completed in March of 2021.

Rincon Ranch Road Pipeline Replacement

Currently TKE is working on the design specs and developing a bid package to go out to bid.

Safety Programs and Training

All scheduled trains have been postponed due to the COVID-19 crisis. All member agencies are communicating and working conjunctively to find alternative training options. Staff is using the available free online training provided by JPIA but some

trainings must be taken in a live class.

Water Meters and Services

Meter Replacements, Downsizing and Removals

Staff is working on meter replacements as time permits.

Puerto-La Cruz Conservation Crews

Work crews visited the District the early weeks of July to perform weed abatement throughout the District.

LAZY "H" MWC, OTHER PROGRAMS AND EMERGENCY CONNECTIONS								
CONNECTIONS	AC/FT PURCHASED	COMMENTS						
LAZY H MWC	.00							
RANCHO ESTATES MWC	.00							
PAUMA RIDGE MWC								
RANCHO PAUMA MWC	.00							
RINCON OAKS	.07							
BORDEN 3 PARTY	.00							

RAINFALL RECORD 2019/2020 YUIMA SHOP

JAN.

FEB.

MARCH

APRIL

MAY

JUNE

DEC.

NOV.

Location: 34928 Valley Center Road, Pauma Valley @ 1050' elevation

SEPT.

OCT.

JULY

AUGUST

2													
3													
4						1.60							
5												0.16	
6						0.05				0.82		0.04	
7						0.06				0.97			
8						0.16		2.22	0.00	0.54	0.00		
9						0.01		0.20	0.08	0.72	0.02		
10									1.53	2.82			
11									1.72	0.06			
12 <u> </u> 13									0.43	0.02			
14									0.02	0.02			
15									0.02				
16									0.01			_	
17									0.43				
18										0.01	0.01		
19					1.54				0.17				
20					1.50								
21							0.17						
22						0.00		0.34	0.19				
23						0.33		0.10	0.39				
24						0.11			0.40				
25 26			0.03			0.10 0.04			0.16 0.20				
27			0.03		0.27	0.04			0.20				
28			0.02		0.60				0.00				
29			0.01		0.24								
30			0.01		0.02								
31					0.00_								TOTAL YEAR
TOTALS	0.00	0.00	0.30	0.00	4.17	2.46	0.17	0.64	5.39	5.96	0.03	0.20	19.32
1987/88 (B)	0.00	0.00	0.00	2.60	4.17	1.20	2.97	2.23	0.97	6.95	0.40	0.00	21.49
1988/89 (B)	0.00	1.25	0.00	0.00	1.36	4.78	1.38	3.25	0.60	0.25	0.43	0.00	13.30
1989/90 (B)	0.00	0.00	1.03	0.50	0.00	0.55	4.45	2.65	0.92	3.22	0.95	1.10	15.37
1990/91	0.32	0.93	0.00	0.16	0.83	0.85	1.30	2.60	13.10	0.20	0.00	0.00 0.00	20.29
1991/92 1992/93	0.70 0.00	0.00 1.75	0.40 0.00	0.85 1.55	0.30 0.00	1.90 5.10	3.25 17.25	5.60 8.60	5.30 1.55	0.15 0.00	0.50 0.00	0.00	18.95 36.50
1992/93	0.00	0.00	0.00	0.25	2.35	0.90	1.20	4.60	5.30	2.00	0.20	0.00	16.80
1994/95	0.00	0.00	0.00	0.40	0.80	0.75	9.35	3.00	9.40	2.00	0.75	1.10	27.55
1995/96	0.10	0.00	0.00	0.00	0.20	0.85	1.50	3.50	2.30	0.50	0.00	0.00	8.95
1996/97	0.00	0.00	0.00	0.00	4.55	2.40	6.35	0.75	0.00	0.00	0.00	0.00	14.05
1997/98	0.00	0.00	2.10	0.10	2.45	2.10	3.70	10.95	4.05	3.30	3.05	0.15	31.95
1998/99	0.00	0.00	1.15	0.00	2.45	1.36	1.93	1.00	0.80	2.32	0.05	0.50	11.56
1999/2000	0.25	0.00	0.10	0.00	0.10	0.25	0.60	5.20	1.55	0.95	0.45	0.00	9.45
2000/2001	0.00	0.00	0.05	0.98	0.45	0.00	2.80	6.20	1.70	1.70	0.50	0.00	14.38
2001/2002	0.00	0.00	0.00	0.00	1.35	1.90	0.60	0.15	1.80	0.65	0.00	0.00	6.45
2002/2003	0.00	0.00	0.20	0.00	2.85	3.60	0.25	6.40	3.45	2.10	0.65	0.00	19.50
2003/2004	0.00	0.40 0.40	0.00 0.00	0.00 7.20	1.55 1.55	1.55 4.55	0.70 8.70	4.25 6.60	0.75 1.75	1.05 1.05	0.00 0.10	0.00 0.00	10.25
2004/2005 2005/2006	0.00 0.50	0.40	0.00	7.20 1.85	1.55 0.00	4.55 0.50	8.70 1.75	6.60 2.45	1.75 3.55	1.05 2.65	0.10	0.00	31.90 13.85
2005/2006	0.00	0.00	0.30	0.40	0.05	1.40	0.50	2.43	0.30	0.80	0.50	0.00	6.75
2007/2008	0.00	0.25	0.00	0.20	0.50	5.30	5.80	3.80	0.60	0.00	1.00	0.00	17.45
2008/2009	0.00	0.00	0.00	0.00	1.60	4.95	0.05	4.45	0.30	0.75	0.00	0.00	12.10
2009/2010	0.00	0.00	0.00	0.00	1.10	3.65	7.45	4.00	0.55	2.60	0.00	0.00	19.35
2010/2011	0.20	0.00	0.00	3.15	1.45	8.60	1.25	4.40	2.65	0.30	0.40	0.05	22.45
2011/2012	0.00	0.00	0.15	0.65	2.65	1.20	1.15	2.05	2.25	3.15	0.10	0.00	13.35
2012/2013	0.00	0.00	1.50	0.40	0.45	2.70	1.50	1.25	1.70	0.10	0.40	0.00	10.00
2013/2014	0.28	0.00	0.00	1.48	0.15	0.40	0.25	0.95	2.95	0.80	0.00	0.00	7.26
2014/2015	0.00	0.20	1.00	0.00	1.00	4.90	0.70	0.90	1.60	0.75	1.20	0.50	12.75
2015/2016	1.90	0.30	1.70	0.35	0.90	2.65	3.40	1.15	1.50	0.75	0.40	0.00	15.00
2016/2017	0.00	0.00	1.00	0.16	1.75	4.37	7.17	6.05	0.20	0.00	1.34	0.00	22.04
2017/2018	0.07	0.12	0.13	0.00	0.00	0.00	3.18	0.88	2.55	0.01	0.12	0.00	7.06
								7.00	4.60	0.40	4.00	0 40 1	
2018/2019 Average/32	0.00	0.00	0.00	1.27 0.77	2.51 1.29	1.63 2.40	2.34 3.27	7.98 3.77	1.68 2.43	0.40	1.83 0.48	0.12 #FIELD!	19.76 #FIELD!

RAINFALL RECORD 2019/2020 JOHNSON

Location: 32000 block of Rincon Ranch Road, Pauma Valley @ 2055' elevation

OCT.

AUGUST

Al Barretts record until 2009-10

MAY

JUNE

APRIL

MARCH

0.15

FEB.

		2													
TOTALS 1		3													
TOTALS TOTALS		4													
TOTALS		5						2.30						0.50	
TOTALS		6													
TOTALS		7													
1		8						0.45				0.75			
1		9						0.30	0.25			0.25			
1		10								0.25					
10		11									1.70				
1		12										4.25			
10		13													
10		14													
17		15													
18		16									0.50				
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24															
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150 150]
TOTALS		25						0.25]
TOTAL		26						1.50							
TOTALS		27						0.10							
TOTALS 0.00		28			0.45										
TOTAL S 0,00		29					2.50								
1887 1888		30													
1987/1988		31													TOTAL YEAR
1988/1989	TOTALS		0.00	0.00	0.45	0.00	6.60	5.25	0.70	1.25	5.60	6.95	0.00	0.50	27.30
1988/1989	•														
1886/1896															
1990/1991 0.32 0.93 0.00 0.16 1.40 0.77 1.86 2.70 13.36 0.34 0.00 0.00 21.84 1991/1992 1.00 0.00 0.20 1.00 0.00 1.96 3.55 6.06 5.81 0.49 0.80 0.00 2.087 1992/1993 0.33 0.70 0.00 0.145 0.00 5.43 20.09 10.21 1.26 0.00 0.00 0.00 1.17 40.64 1993/1994 0.00 0.00 0.00 0.50 0.30 2.84 1.10 1.22 5.50 4.62 2.00 0.40 0.00 1.97 40.64 1993/1995 0.00 0.00 0.00 0.00 0.56 1.34 1.22 11.63 4.10 13.72 2.33 1.57 1.41 37.88 1995/1996 0.21 0.00 0.00 0.00 0.00 0.44 1.28 1.53 5.47 3.03 0.77 0.00 0.00 1.26 1995/1998 0.00 0.00 0.00 0.00 0.00 1.16 4.40 3.26 7.25 1.02 0.32 0.00 0.17 0.00 17.58 1995/1998 0.00 0.00 0.00 0.00 0.00 1.16 4.40 3.26 7.25 1.02 0.32 0.00 0.17 0.00 17.58 1995/1999 0.00 0.00 0.00 0.00 0.00 0.00 0.00															
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YUIMA MUNICIPAL WATER DISTRICT DELINQUENT ACCOUNTS LISTING 7/21/2020

YUIMA			
	ACCOUNT NUMBER	PAST DUE AMOUNT	<u>ACTION</u>
		\$ -	
IDA			
	ACCOUNT NUMBER	PAST DUE AMOUNT	<u>ACTION</u>
	02-0906-03	89.37	Notice
	02-2236-02	1,351.02	Notice
	02-2984-09	372.50	Notice
	02-3354-02	213.66	Notice
	02-6500-00	2,205.45	Notice
	02-6657-00	241.36	Notice
	02-7125-00	159.95	Notice
	02-7248-02	169.76	Notice
	02-7249-01	153.41	Notice
	02-7948-03	68.01	Notice
		\$ 5,024.49	
LIENS FILE	D		
	02-5330-09	5,172.55	
LIENS FILE	D / TRANSFERRED TO	TAX ROLL	

