

Hearing Date: 10/25/2021 10:00 AM - 10:00 AM  
Courtroom Number:  
Location:

FILED  
10/12/2021 10:38 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH07319

15176453

# Exhibit 7

FILED DATE: 10/12/2021 10:38 PM 2019CH07319

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

1050 WEST COLUMBIA CONDOMINIUM ASSOCIATION, an Illinois non-profit organization; RBB2, LLC, a California limited liability company; MJM VISIONS, LLC, a California limited liability company; and KAY-KAY REALTY, CORP., an Arizona corporation, individually and on behalf of all others similarly situated,

*Plaintiffs,*

v.

CSC SERVICEWORKS, INC., a Delaware corporation,

*Defendant.*

Case No. 2019-CH-07319

Calendar 14

Honorable Sophia H. Hall

**DECLARATION OF HON. JAMES F. HOLDERMAN (RET.)  
REGARDING THE AMENDED CSC ADMINISTRATIVE FEE SETTLEMENT**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

1. I am over 18 years old and am competent to testify. Counsel for the Parties, consisting of Plaintiffs 1050 West Columbia Association, RBB2, LLC, MJM Visions, LLC and Kay-Kay Realty, Corp. (collectively, "Plaintiffs") and Defendant CSC ServiceWorks, Inc. ("CSC")<sup>[1]</sup>, have jointly asked me to provide this Declaration in support of the proposed amended class settlement in the above-captioned matter. I have prepared this Declaration for submission to

the Court with the consent of Counsel for the above-named Parties to explain the circumstances that led to the proposed class action settlement now before the Court in this matter.

2. As Your Honor knows, until my retirement on June 1, 2015, I served as a United States District Court Judge of the Northern District of Illinois for 30 years and was Chief Judge of the District from July 1, 2006 through June 30, 2013. While on the bench, I had extensive experience overseeing settlements in class action lawsuits. On June 2, 2015, I began providing private dispute resolution services, including mediating lawsuits, at the JAMS Chicago Office. Over the course of more than 6 years at JAMS, I have mediated numerous class actions to settlement.

3. I have been involved in this litigation in the capacity as the mediator of four separate mediations sessions. Three of the mediation sessions involved the same Parties who are before Your Honor seeking your approval of their amended class settlement. The other mediation session involved different parties and different issues than are now before Your Honor. I am providing this Declaration regarding the three mediation sessions between the Parties before Your Honor because they each have asked and authorized me to do so. The mediation sessions that are the subject of this Declaration took place on July 10, 2019, August 25, 2021, and September 16, 2021.

4. Before I turn to the substance of those mediation sessions, I would like to directly address what I understand to be certain allegations of collusive behavior by the Parties in reaching the proposed settlements presented to this Court. To be clear and for the reasons described below, at no point throughout my involvement as the mediator in this litigation have I observed, or had any reason to believe, that there was any conduct by the Parties or their Counsel that could remotely be described as collusive in nature. At all times, the Parties and their Counsel adhered to the highest standards of ethics and professionalism, advocated zealously for their respective clients' interests,

and negotiated in good faith as adversaries. In addition to my experience with the Parties and their Counsel in the mediation sessions that resolved this litigation, I think it is worth noting a few other things that have led me to—confidently—express my conclusions.

5. First, I am very familiar with the attorneys at Edelson PC from my experience dealing with them both during my tenure as a U.S. District Court Judge and as a private mediator at JAMS. In particular, while on the bench, I presided over several class action cases that the firm prosecuted. This included an instance in which Edelson attorneys secured adversarial class certification, *see, e.g., Harris v. comScore, Inc.*, 292 F.R.D. 579 (N.D. Ill. 2013) and ultimately negotiated a multi-million-dollar class action settlement. (As a sitting judge and as with many other firms that practiced in my courtroom, I was also familiar with Edelson’s work more generally, particularly as it relates to the firm’s class action cases.) As a mediator, I have also had the opportunity to observe Edelson attorneys negotiate several class-wide settlements, all of which were later finally approved by various courts.

6. In these cases, and others, I have always understood Edelson’s attorneys’ work to be motivated by a desire to get the best possible result for the putative (or certified) class under the circumstances of the particular case. In my experience, Edelson’s attorneys have, at all times, adhered to the highest standard of ethics and professionalism. (As just one example of this approach, and particularly relevant in the class litigation context, I have never once experienced an Edelson attorney express any willingness to discuss the issue of potential attorneys’ fees to be paid to class counsel until after all material terms for a prospective settlement class’s relief have been reached—as was the case in this litigation.)

7. Similarly, I have had significant experience with the Shook Hardy & Bacon firm (“Shook”), which represents CSC in this litigation. Attorneys from Shook also regularly appeared

before me in various putative class action and other cases while I was on the bench. I have likewise had the opportunity to work with Shook attorneys in a number of matters as a mediator. I have never once observed Shook attorneys act in anything but a professional, ethical and good faith manner, as was the case in this litigation.

8. Turning to the substance and circumstances of the first mediation in this case on July 10, 2019 which resulted in the initially proposed 2019 settlement of this matter, the mediated negotiations began with my conducting pre-mediation, telephonic discussions with both Counsel for Plaintiffs and CSC. Also, at times I held separate caucus telephonic discussions, with one side or the other, to help me better understand each side's positions on the various issues which were the subject of the mediation and to help them evaluate their positions with an eye toward a reaching compromise settlement

9. In addition to our pre-mediation discussions, Counsel for Plaintiffs and CSC submitted to me various sets of written materials including pleadings, briefing, court orders, and other information from and related to the ongoing litigation in the various jurisdictions throughout the country. This also included, among other things, the briefing on both motions to dismiss and the relevant orders in the *RBB2, LLC v. CSC ServiceWorks, Inc.*, No: 1:18- cv-00915 (E.D. Cal.) matter, the briefing on the motion to dismiss and relevant order in the *MJM Visions, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-04452 (E.D.N.Y.) case, and docket sheets showing the existence and progress of several other cases involving the Administrative Fee, including *Summit Gardens Assoc's, et al. v. CSC ServiceWorks, Inc.*, No. 1:17-cv-02553 (N.D. Ohio) and *Orion Prop. Group LLC v. Mark Hjelle*, No. 2:19-cv-00044 (E.D.N.Y). As is my common practice, I not only reviewed all of the information the Parties' Counsel submitted to me, but I also looked separately at the dockets and filings in the pending litigation and, further, requested from Counsel various

pieces of additional information and additional explanations of a number of the issues. From my perspective, this process allowed me to understand the legal landscape surrounding the Administrative Fee litigation, the factual and legal issues underlying these cases, and the Parties' respective positions.

10. As a further part of the pre-mediation preparation leading to July 10, 2019 in-person mediation session, Counsel, at my request, provided me a summary of their previous settlement discussions, which I understood to have included numerous in-person meetings and telephonic conferences with one another that occurred over a number of months in parallel with the ongoing litigation, discovery, and informal exchanges of information in which Counsel for the Parties were otherwise engaged.

11. As an additional part of my pre-mediation process, I also asked Counsel to try to reach general agreement on the parameters of the potential settlement they were seeking, and I was informed before the July 12, 2019 mediation session that the Parties had reached an agreement in principle as to certain terms and the structure of a potential settlement but had not yet come to an agreement as to several other materials terms of the potential settlement. Each of these points of agreement and disagreement were outlined in a draft term sheet that Counsel submitted to me before the July 10, 2019 mediation session. In particular, the Parties had yet to reach an agreement as to (i) the total amount of relief that CSC would make available to the putative class, (ii) how that relief would be distributed, (iii) the jurisdiction in which to present any settlement for approval among the several in which this litigation was pending across the country, and (iv) any release of claims that CSC contended it held against putative class members, as well as how the release of those claims should be valued. As noted above, I had several telephone conferences with the

Parties' Counsel-together and separately-to discuss these issues in advance of us getting together in-person.

12. During the July 10, 2019 in-person session, Counsel for the Parties discussed with me, both together and separately from each other, their respective views of the law, the facts, and the risks involved in continuing to litigate these cases. In large part, I mediated these negotiations using the shuttle diplomacy method, going from one side's caucus room to the other with the respective Parties' proposals.

13. During this July 10, 2019 mediation session, I personally witnessed that each side's Counsel conducted the mediated negotiations at all times in an adversarial, arm's length, good faith and non-collusive manner. At no time during the July 10, 2019 mediation session or after, did I have, nor have I had, any reason to believe that any Counsel was insufficiently prepared for the mediation or that either side was negotiating from a position of inordinate strength or weakness. To the contrary, it was apparent that each side's Counsel had spent a large amount of time and effort preparing for the July 10, 2019 mediation and that they were prepared to address their points of disagreement and to accurately assess their respective positions' strengths and weaknesses.

14. For example, Plaintiffs' Counsel was well-versed in the amounts of Administrative Fees that were charged to and actually collected from the proposed settlement class, how CSC's accounting systems calculated and deducted those Fees, and how any Administrative Fee refunds could be processed through those systems going forward. In my view, this prepared them to negotiate what amount of Administrative Fee should be made available for reimbursement, a key point of disagreement heading into the in-person session. Plaintiffs' Counsel was also knowledgeable regarding the proposed settlement class' composition, including as relates to the size of class members' business operations, the amount of fees charged, and the like. It was also

clear that the Parties had discussed the types of claims that CSC had asserted against proposed settlement class members, such that those claims could potentially be released as was ultimately the case.

15. It is also worth noting that a portion of the July 10, 2019 mediation discussions related to the Parties' shared desire to invite the other attorneys representing clients who were litigating similar cases against CSC to participate in the mediation process of evaluating, negotiating and finalizing any written settlement agreement. These discussions, in particular, involved consideration of, among other things, the fact that certain of those other attorneys and their respective clients had not previously been willing to work in conjunction with Plaintiffs' Counsel. In these discussions Plaintiffs' Counsel and CSC's Counsel also considered what information would be necessary to share with the other attorneys if the other attorneys were interested in working cooperatively to evaluate and otherwise participate in the mediation process working toward reaching an agreement on a proposed class settlement.

16. In the early evening of July 10, 2019, the Parties ultimately reached an agreement in principle on the remaining issues as to the material terms of a proposed settlement, which Counsel memorialized in a binding term sheet. The Parties' authorized representatives executed that binding term sheet in my presence on July 10, 2019. As I noted in my emailed message to Counsel for the Parties later that evening, I was, and now remain, of the firm belief that it truly was because of the professionalism and civility with which Counsel worked toward a cooperative resolution while vigorously representing their clients that made this settlement possible. In the months following the July 10, 2019 in-person mediation session, I participated in several other telephonic conferences related to finalizing the Parties' initially proposed settlement.



17. I understand that in November 2019, the Court preliminarily approved the settlement reached as a result of the July 10, 2019 mediation session. In the months that followed, Counsel for the Plaintiffs continued to apprise me of the status of the litigation, including of interim hearings that the Court held regarding the preliminarily approved settlement.

18. In mid-2021, Counsel for the Parties reached out to JAMS to schedule another mediation session with me to address certain aspects of the 2019 settlement that the Court had asked questions about in these interim hearings. To prepare for this second mediation session, Counsel for the Parties sent me transcripts of hearings conducted by Your Honor that had taken place since preliminary approval, which I reviewed in detail. I also participated in several telephonic conferences with Counsel for the Parties in which they shared the questions and concerns that Your Honor had raised about the settlement, and explained their respective views on how they could address those questions and concerns. After that, Counsel for the Parties submitted for my review proposed draft edits to the original 2019 settlement, as well as the points of agreement and disagreement on how the settlement could be appropriately modified. These materials gave me an understanding of Your Honor's expressed concerns and where the Parties stood with respect to the 2019 settlement. Counsel for the Parties then thoughtfully considered how best to address Your Honor's questions and concerns, and what information they would need to evaluate their proposals to determine whether they could reach an amended agreement.

19. After these preparatory steps were taken in preparation for the requested second mediation session, Counsel for the Parties, along with a high-ranking representative from CSC, met with me for the Zoom mediation session on August 25, 2021. As with the first mediation session, I engaged in shuttle diplomacy between the Parties' respective caucus rooms, after first holding a joint session. I held the separate caucus sessions so I could speak separately with each

side. My objective was to assist them to move their settlement proposals and positions toward, and to ultimately reach, an appropriate, agreed resolution. These mediated discussions centered primarily on the respective competing proposal advanced by Counsel for the Parties as to how to best amend the 2019 settlement. Each side presented their views regarding why or why not an amendment was feasible and how to make sure, if an agreement to amend the 2019 settlement was reached, that it would sufficiently address the areas about which Your Honor had expressed concern. At the end of the August 25, 2021 mediation session, Plaintiffs' Counsel proposed, as a part of reaching an amended settlement agreement, that CSC agree to commit to making available monetary settlement payments amounting to half of any given lessor's share of the Administrative Fee, as well as a suspension of the Administrative Fee in connection with leases existing as of May 2017 that were still in effect.

20. In the weeks after the August 25, 2021 mediation session, I was informed by Counsel for the Plaintiffs and for CSC that CSC had agreed in principle to include the relief proposed by Plaintiffs' Counsel in an amended settlement. After that, Counsel for the Parties, along with a representative from CSC, attended the September 25, 2021 Zoom mediation session to work through how to most clearly present and explain the amended, agreed-on relief to the class members in the notice and other materials that would be sent to them and filed with the Court. At that September 25, 2021 Zoom mediation session, I once again conducted joint mediated discussions attended by Plaintiffs' and CSC's Counsel, as well as the CSC representative. I also again had separate caucus conversations with each side. During that September 25, 2021 mediation session, the Parties discussed, negotiated, and debated the language to be included in the notice to class members and other the other class settlement documents. Ultimately, after significant back-and-forth mediated discussions, and after the exchange of multiple drafts in real-

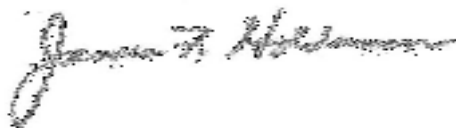
time using the Zoom screen-share and chat functions, proposed language was agreed to by both sides at the September 25, 2021 Zoom mediation session. After that, Counsel for the Parties further discussed how to most effectively present the proposed amended settlement to the Court to demonstrate that Your Honor's concerns were addressed. Counsel in their post-mediation session discussions and documents also sought to make clear to the class that the relief to the class in the amended settlement agreement was an improvement over the 2019 settlement agreement.

21. In the end, I can confidently state to Your Honor my opinion that the mediation processes during and related to the July 10, 2019, August 25, 2021, and September 16, 2021 mediation sessions, which ultimately led to the amended settlement now before Your Honor, were robust and adversarial, and that the amended settlement agreement reached by the Parties was the product of skilled and ethical attorneys zealously advocating for the interests of their respective clients.

\* \* \*

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I hereby certify that the foregoing is true and correct to the best of my knowledge.

Executed this 12th day of October, 2021, at Chicago, Illinois.



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Hon. James F. Holderman (Ret.)  
JAMS Mediator  
JAMS  
71 S. Wacker Dr. Suite 2400  
Chicago, IL 60606

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IN THE CIRCUIT COURT OF THE COOK COUNTY  
COUNTY DEPARTMENT - CHANCERY DIVISION

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1050 WEST CONDOMINIUM )  
ASSOCIATION, et al., )  
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Plaintiffs, )  
 )  
vs. ) Case No. 2019 CH 07319  
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CSC SERVICEWORKS, INC., )  
 )  
Defendant. )  
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TRANSCRIPT OF PROCEEDINGS had in the  
above-entitled cause on November 22, 2019, at 10:00  
a.m.

BEFORE THE HONORABLE SOPHIA HALL

A P P E A R A N C E S

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21  
22  
23 REPORTED BY:  
24 RICHARD D. EHRLICH, RPR, RMR, CSR, CRR  
25 CSR NO. 84-4018

1 THE COURT: Okay. This was up for  
2 preliminary approval of a class action. I  
3 started reading that, and then I received  
4 something called a motion to intervene.

5 All right. So you can put your names in  
6 for the record. Plaintiffs on that side;  
7 defendants on that side.

8 Okay.

9 MS. MENDOZA: Riley Mendoza for the  
10 Defendants.

11 THE COURT: Okay.

12 MR. WILLIAMS: Paul Williams, also for the  
13 Defendant.

14 MS. CARELLA: Molly Corella for the  
15 Defendant.

16 THE COURT: Okay.

17 MR. RICHMOND: Good morning, Your Honor.  
18 Ben Richmond and Michael Ovca from Edelson, PC,  
19 on behalf of the Plaintiffs.

20 THE COURT: Okay.

21 MR. KARNUTH: Good morning, Your Honor.  
22 Mike Karnuth on behalf of the Plaintiffs.

23 THE COURT: All right. What's this motion  
24 to intervene, a petition to intervene? What  
25 does that mean?

1 THE COURT: Why do I have the pleasure of  
2 dealing with this national class action and so  
3 forth? There seem to me other places you might  
4 go.

5 MR. RICHMOND: Well, that is true,  
6 Your Honor.

7 THE COURT: That is true. So that's the  
8 right answer, Counsel.

9 MR. RICHMOND: But in reality, Your Honor,  
10 this case is one of close to two dozen that were  
11 filed across the country.

12 THE COURT: Judge Holderman mediated it.

13 MR. RICHMOND: Correct.

14 THE COURT: I had gone through it and had  
15 seen the tremendous amount of work that has gone  
16 into it.

17 So this is something that I have -- first  
18 time I've seen occurring in this kind of case.  
19 I'm trying to figure out what I need to do in  
20 order to provide due process.

21 MR. RICHMOND: Of course.

22 THE WITNESS: So go ahead.

23 MR. RICHMOND: Sure.

24 To answer your question directly,  
25 Your Honor, it was a negotiated point. The



1 Some of these clients we have had for decades.

2 THE COURT: Well, I don't care about those.  
3 I'm wondering about a turnover in three  
4 years.

5 MR. WILLIAMS: Right. So very, very small  
6 turnover in that respect. There is some;  
7 however, in a competitive environment, they also  
8 track all of the lost accounts. So they track  
9 when they're going to be up for renewals. We  
10 keep contact information on those people because  
11 we want to revisit and see if we can't win that  
12 account back.

13 THE COURT: But you won't -- and will you  
14 keep that sort of checking in with them? How  
15 long do you keep a file to check in with them?

16 MR. WILLIAMS: Until we can win them back.

17 THE COURT: So I'm suggesting -- so that's  
18 answering my question, that you pretty well are  
19 going to pick up -- out of that 70,000, what  
20 would your percentage be out of that 70,000  
21 where you will have so-called recent  
22 information? Are we looking in the 90  
23 percentile?

24 MR. WILLIAMS: I would estimate, yes. I  
25 can't quantify that exactly, but I would

1 estimate, yes. These are mostly very current  
2 clients with long-term contracts that we  
3 continue to do business with today and pay  
4 commission checks to every month.

5 THE COURT: Okay.

6 MR. WILLIAMS: Those few who have been lost  
7 in the last two to eight years --

8 THE COURT: That's the one I'm focusing on,  
9 to know if anything else needs to be done.

10 MR. WILLIAMS: And we track those as lost  
11 accounts, so we still have their contact  
12 information and can still pull it up.

13 THE COURT: Well, you have their contact  
14 information from when you lost them.

15 Would there be an updating?

16 MR. WILLIAMS: Fair point.

17 We wouldn't necessarily have an update, but  
18 it's also location based.

19 THE COURT: You know what? That's the  
20 immediate thing that popped in my mind, because  
21 it can't be that the building is going to move  
22 to another state.

23 MR. WILLIAMS: That's right. The laundry  
24 room is still where it was.

25 THE COURT: All right. Okay. That's fine.

CERTIFICATE

I, Richard D. Ehrlich, a Certified Shorthand Reporter of the State of Illinois, CSR License No. 084-004018, do hereby certify that I stenographically reported the proceedings had at the trial, as aforesaid, and that the foregoing transcript is a true and accurate record of the proceedings had therein.

IN WITNESS WHEREOF, I do set my hand at Chicago, Illinois, †



Richard D. Ehrlich  
 Certified Shorthand Reporter  
 License No. 084.004018

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# Exhibit 9

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10 ATTORNEYS FOR DEFENDANT  
11 CSC SERVICEWORKS, INC.

12 **UNITED STATES DISTRICT COURT**  
13 **EASTERN DISTRICT OF CALIFORNIA**

14 **RBB2, LLC,**

15 **Plaintiff,**

16 **v.**

17 **CSC SERVICEWORKS, INC.,**

18 **Defendant.**

**Case No.: 1:18-cv-00915-LJO-JLT**

**Judge: Hon. Lawrence J. O’Neill**

**Courtroom: 4**

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**DEFENDANT’S INITIAL DISCLOSURES**

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1 Defendant CSC ServiceWorks, Inc. (hereafter “CSC”) submits the following Initial Disclosures  
2 pursuant to Fed. R. Civ. P. 26(a)(1):

3 **PRELIMINARY STATEMENT**

4 This Disclosure Statement and its contents represent the product of CSC’s investigation to date.  
5 This disclosure is based only on information reasonably available to CSC as of the date of this  
6 disclosure, and represents CSC’s good faith effort to identify information, including Electronically  
7 Stored Information (“ESI”), pertaining to the allegations of Plaintiff’s Complaint, as required under  
8 Rule 26(a)(1). Further investigation and discovery may bring to light additional information that may  
9 have a bearing on CSC’s theories of defense. CSC may identify additional documents through  
10 additional pleadings, through any disclosure made, and through discovery (including expert discovery)  
11 in accordance with the applicable Federal Rules of Civil Procedure. Accordingly, this Disclosure  
12 Statement is not intended to represent CSC’s complete defense of the case, but is merely a preliminary  
13 disclosure statement based on information known to CSC as of the date of this disclosure and is subject  
14 to supplementation.

15 If any part of this Disclosure Statement is ever read to the jury, fairness would require that this  
16 preliminary statement also be read indicating that, at the time this Initial Disclosure was served, only  
17 limited information had been acquired. In addition, because Plaintiff may assert, clarify, modify, or  
18 otherwise develop its allegations and claims in this lawsuit, CSC reserves the right, at any time in this  
19 litigation, to identify additional witnesses or documents that may pertain to any such allegations and  
20 claims.

21 CSC’s disclosures are made without waiving, in any respect: (1) the right to object on the  
22 grounds of competency, privilege, relevance, materiality, hearsay, or any other proper ground, to the  
23 use of any such information, for any purpose, in whole or in part, in any subsequent stage or proceeding  
24 in this action or any other action, and (2) the right to object on any and all grounds, at any time, to any  
25 other discovery proceeding involving or relating to the subject matter of these disclosures.

1 CSC reserves the right to supplement or amend its disclosures before trial based upon its  
2 continuing investigation. All of the disclosures set forth below are made subject to the above comments  
3 and qualifications.

4 **1. Rule 26(a)(1)(A)(i): the name and, if known, the address and telephone number of each**  
5 **individual likely to have discoverable information—along with the subjects of that**  
6 **information—that the disclosing party may use to support its claims or defenses, unless**  
7 **the use would be solely for impeachment**

8 CSC identifies the following individuals, all of whom are current or former CSC employees,  
9 who are likely to have discoverable information that CSC may use to support its defenses regarding  
10 Plaintiff's allegations. All CSC current and former employees may be contacted through counsel of  
11 record in this litigation:

- 11 1. Mark Hjelle;
- 12 2. Tony Schulthorpe;
- 13 3. Stacy Weaver;
- 14 4. Sebastian Bretschneider;
- 15 5. Anthony Marano;
- 16 6. Steve Close, and
- 17 7. Fran Vanse.

18 It is anticipated that further investigation, research, and analysis will reveal additional facts and  
19 add meaning to known facts, all of which may in turn lead to supplementation of this disclosure. In  
20 addition, CSC expects to produce various documents during the course of discovery some of which  
21 were written by, received by, or that otherwise reference additional present or former CSC employees  
22 who may have had involvement in or knowledge of the facts at issue in this litigation. CSC reserves the  
23 right to rely upon documents and the individuals identified therein to support its defenses.

24 CSC also identifies the named plaintiff in this action, RBB2, LLC, and CSC anticipates that  
25 RBB2, LLC will have representatives with information regarding the allegations and claimed damages.  
26 Further, CSC identifies the following individuals:





- 1 4. Plan to Win (P2W) Leadership Meeting, December 6, 2016 (slide deck)
- 2 5. P2W Champions Meeting Update, Orlando, January 5, 2017 (slide deck)
- 3 6. P2W Champions Meeting Update, Phoenix, February 22, 2017 (slide deck)
- 4 7. CSC Management Team, Dallas, TX, March 29, 2017 (slide deck)
- 5 8. Pilot Launch Agenda, April 7, 2017 (slide deck)
- 6 9. CSC Area Meetings, Southeast-Dallas, TX, April 2017 (slide deck)
- 7 10. Net Revenue Optimization Champions Meeting Update, Plainview, May 24, 2017
- 8 (slide deck)
- 9 11. P2W Champions Meeting Update ELT/Core-SLT, Chicago, June 29, 2017 (slide deck)
- 10 12. Plan to Win Approach, April 22, 2017 (slide deck)
- 11 13. April 10, 2017 notification letter
- 12 14. May 17, 2017 notification letter
- 13 15. June 19, 2017 notification letter
- 14 16. August 8, 2017 notification letter
- 15 17. August 14, 2017 notification letter
- 16 18. Copy of Transparency Webpage - Fee Disclosure
- 17 19. CSC ServiceWorks Sales and Commission Playbook, NRO
- 18 20. Narrative/Role Play
- 19 21. Partnership Discussion (slide deck)
- 20 22. Frequently Asked Questions
- 21 23. NRO Day 2 Breakout, Sales Leaders — ASM's (slide deck)
- 22 24. P2W Snapshot NRO
- 23 25. Net Revenue Optimization Playbook Review, April 24, 2017 (slide deck)
- 24 26. NRO Implementation Toolkit, April 23, 2017 (slide deck)
- 25 27. Route laundry leases between CSC/CSC predecessors and its/their clients in effect in
- 26 California in 2017 and thereafter.

1 **FORMAT OF PRODUCTION**

2 The format of production will largely depend on the format in which certain documents, data or  
3 information was originally generated and/or maintained. It is CSC's intent to produce standard Office-  
4 type electronic documents and emails in a Tagged Image File Format (.tiff) in single page format with  
5 corresponding Summation and Concordance load files. The Parties will work together to establish the  
6 appropriate metadata files, if any, that will accompany the load files for hard copy and all electronic  
7 document productions. Some documents, including multi-page Excel spreadsheets, as well as certain  
8 engineering software data, may be produced in native format to avoid processing errors often associated  
9 with these types of documents. Documents will be produced by I-, 1 P or on CD/DVD or hard drive  
10 depending on the volume. At this stage of the litigation, CSC is not able to determine the location and  
11 format of all potentially relevant documents or ESI and will meet and confer with Plaintiff regarding  
12 these issues as contemplated by the Rules. The Parties will also meet and confer and work together to  
13 agree to and ask the Court to enter an appropriate ESI protocol to govern the production of ESI in this  
14 case.

15 **PROPRIETARY AND PRIVILEGED MATERIALS**

16 Certain of the documents to be produced by CSC, as well as other documents that Plaintiff may  
17 seek, are confidential and/or proprietary in nature, containing trade secrets and/or other commercially  
18 sensitive research, development, or confidential customer information, as well information and/or  
19 technology that is proprietary to CSC's suppliers and sub-suppliers. The Parties will meet and confer  
20 and work together to agree to and ask the Court to enter an appropriate confidentiality and protective  
21 order to preserve the confidential and/or proprietary nature of such documents to be produced in this  
22 case.

23 Any documents that are protected by the attorney-client privilege or work product doctrine will  
24 not be produced in this lawsuit. All of the disclosures herein include information and data in the  
25 possession, custody and control of CSC as well as that which can be ascertained, learned or acquired by  
26

1 reasonable inquiry and investigation. CSC will supplement this Disclosure Statement upon discovery  
2 of new information pursuant to the Rules.

3 **3. Rule 26(a)(1)(A)(iii): a computation of each category of damages claimed by the disclosing**  
4 **party—who must also make available for inspection and copying as under Rule 34 the**  
5 **documents or other evidentiary material, unless privileged or protected from disclosure,**  
6 **on which each computation is based, including materials bearing on the nature and extent**  
7 **of injuries suffered.**

8 CSC's damages include the shared costs and expenses that were permitted under the business  
9 arrangements with Plaintiff/Counter-Defendant or its laundry room lease agreements that CSC did not  
10 deduct or collect, including expenses and costs associated with smartcards, refunds, taxes, vandalism,  
11 and other ancillary services as well as deductions to effectuate the minimum threshold of compensation  
12 due to CSC. CSC has not completed its calculation of these damages, which may require expert  
13 testimony. CSC will supplement this response when appropriate.

14 At this preliminary stage of the litigation, CSC has not yet completed its collection of  
15 information and documents and cannot yet conclusively determine all documents, electronically stored  
16 information, and tangible things, in its possession, custody, or control, that it may use to support its cross  
17 claims asserted in response to the Class Action Complaint. CSC will supplement this Disclosure  
18 Statement with documents, information, or tangible things that appear relevant to its cross claims against  
19 Plaintiffs to the extent any such documents have not already been identified or produced to Plaintiff in  
20 response to discovery responses.

21 **4. Rule 26(a)(1)(A)(iv): for inspection and copying as under Rule 34, any insurance**  
22 **agreement under which an insurance business may be liable to satisfy all or part of a**  
23 **possible judgment in the action or to indemnify or reimburse for payments made to satisfy**  
24 **the judgment.**

25 CSC has no insurance that would apply to a judgment that may be entered in this case and thus  
26 does not have any responsive documents.

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Date: June 6, 2019

Respectfully submitted,

SHOOK, HARDY & BACON L.L.P.

/s/ Paul A. Williams

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ATTORNEYS FOR DEFENDANT  
CSC SERVICEWORKS, INC.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 6<sup>th</sup> day of June, 2019, I served the foregoing *Defendant's Initial Disclosures* via electronic mail, and further, by depositing same in the United States Mail, first class, postage prepaid and properly addressed, as follows:

Rafey Sarkis Balabanian (via email to [rbalabanian@edelson.com](mailto:rbalabanian@edelson.com))  
EDELSON PC  
123 Townsend Street, Suite 100  
San Francisco, CA 94107

Todd Michael Logan (via email to [tlogan@edelson.com](mailto:tlogan@edelson.com))  
EDELSON PC  
329 Bryant Street, Suite 2C  
San Francisco, CA 94107

Michael W. Ovca (via email to [movca@edelson.com](mailto:movca@edelson.com))  
Benjamin H. Richman (via email to [brichman@edelson.com](mailto:brichman@edelson.com))  
EDELSON PC  
350 N La Salle Street, 14<sup>th</sup> Floor  
Chicago, IL 60654

ATTORNEYS FOR PLAINTIFF

/s/ Paul A. Williams  
ATTORNEY FOR DEFENDANT  
CSC SERVICEWORKS, INC.

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1 Paul B. La Scala (SBN 186939)  
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7 SHOOK, HARDY & BACON L.L.P.  
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8 San Francisco, CA 94104  
T: 415.544.1900 | F: 415.391.0281  
9

10 ATTORNEYS FOR DEFENDANT  
CSC SERVICEWORKS, INC.

11 **UNITED STATES DISTRICT COURT**  
12 **EASTERN DISTRICT OF CALIFORNIA**

13 **RBB2, LLC,**

14 **Plaintiff,**

**Case No.: 1:18-cv-00915-LJO-JLT**

15 **v.**

**Judge: Hon. Lawrence J. O’Neill**

16 **CSC SERVICEWORKS, INC.,**

**Courtroom: 4**

17 **Defendant.**  
18

19 **PROOF OF SERVICE OF DEFENDANT’S INITIAL DISCLOSURES**

20  
21 The undersigned declares: I am over the age of 18 years and not a party to the within action. I  
22 am employed in the county where this service occurs. My business address is 5 Park Plaza, Suite 1600,  
23 Irvine, California 92614; my facsimile number is 949.475.0016. On the date shown below, I served  
24 *Defendant’s Initial Disclosures* on the interested parties named herein and in the manner indicated  
25 below:  
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Michael Ovca (via email to [movca@edelson.com](mailto:movca@edelson.com))  
Benjamin H. Richman (via email to [brichman@edelson.com](mailto:brichman@edelson.com))  
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Chicago, IL 60654

BY FIRST CLASS U.S. MAIL: I placed a true and correct copy of the foregoing in a sealed envelope or package addressed to the persons listed above by placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with our firm’s practice for collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

BY ELECTRONIC SERVICE: Based on a court order, or an agreement of the parties to accept service by electronic transmission, I caused the foregoing to be sent to the persons at their respective email addresses as set forth above.

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

Executed on June 6, 2019, at Irvine, California.

/s/ Paul A. Williams  
Paul B. La Scala, SBN 186939  
Paul A. Williams (*Pro Hac Vice*)  
Matthew F. Williams, SBN 323775

ATTORNEYS FOR DEFENDANT  
CSC SERVICEWORKS, INC.

Hearing Date: 10/25/2021 10:00 AM - 10:00 AM  
Courtroom Number:  
Location:

FILED  
10/12/2021 10:38 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH07319

15176453

# Exhibit 10

FILED DATE: 10/12/2021 10:38 PM 2019CH07319





## KCC Class Action Services Resume

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KCC is an industry leader in class action settlement administration. We administer claims processes and distribute funds in a vast array of varying matters, ranging from small and simple settlements to multi-year complex settlements involving millions of claimants.

KCC's parent company, Computershare, is a publicly traded company which, among its many business lines, provides global financial services centering on communications with customers on behalf of our corporate clients. Computershare employs over 12,000 people and does business with more than 25,000 clients in more than 21 countries. KCC's operations are regulated by federal agencies, including both the SEC and OCC. KCC has the largest infrastructure in the class action industry, and is backed by superior data security, call center support and technology. In addition to the immense resources and capabilities brought to bear through Computershare, KCC can execute all operations in-house with zero outsourcing; a capacity which allows for full quality control over each aspect of service.

KCC has administered over 7,200 class action matters and handled thousands of distribution engagements in other contexts as well. Our call centers handle 13.9 million calls each year. Our domestic infrastructure can open and scan 200,000 claims in a single day, and we have document production capabilities that print and mail millions of documents annually. Last year, our disbursement services team distributed more than \$1.6 billion (USD) across four million class payments.

### Locations

KCC has an administrative office in El Segundo, CA, operation offices in San Rafael, CA, and Louisville, KY, and presence in the East Coast, South and Midwest. In addition to these offices, KCC has the global support of Computershare. In the United States Computershare has more than 20 offices.

### KCC Personnel

KCC's experienced team of experts knows first-hand the intricacies contained in every aspect of settlement administration, and approach each matter with careful analysis and procedural integrity. Each client is assigned a team of experienced consultants, specialists and technology experts who serve as knowledgeable, reliable and accessible partners that have earned a reputation for exceeding clients' expectations. KCC's executive team – Gerry Mullins, President; Patrick Ivie, Senior Executive Vice President; and Daniel Burke, Executive Vice President – are experienced industry leaders.

Our personnel have considerable experience which includes years of practice with KCC and related endeavors. KCC's professionals have extensive training, both on-the-job and formal, such as undergraduate and advanced business, information technology and law degrees, and they possess and/or have had licenses and certificates in disciplines that are relevant to class action administration.

### Recognition

Our settlement administration services have been recognized by *The National Law Journal*, *The New York Law Journal*, *The New Jersey Law Journal*, *The Recorder*, *Legal Intelligencer*, *Legal Times* and other leading publications. KCC has earned the trust and confidence of our clients with our track record as a highly-responsive partner.

Settlement Value	
Case	Value
Fortis Settlement	\$1,572,690,000
Ramah Navajo Chapter v. Jewell	\$940,000,000
U.S.A. v. The Western Union Company	\$586,000,000
Vaccarino v. Midland National Life Ins. Co	\$555,000,000
In re Facebook Biometric Info. Privacy Litig.	\$550,000,000
Safeco v. AIG	\$450,000,000
Johnson v. Caremark Rx, LLC	\$310,000,000
In re Activision Blizzard, Inc. Stockholder Litigation	\$275,000,000
Harborview MBS	\$275,000,000
Dial Corp. v. News Corporation, et al.	\$244,000,000
In re Medical Capital Securities Litigation Settlement	\$219,000,000
In Re: NCAA Athletic Grant-In-Aid Antitrust Litigation	\$208,664,445
Gutierrez v. Wells Fargo Bank, N.A	\$203,000,000
Postmates Mass Arbitration Settlement	\$179,000,000
BlueCrest Capital Management Limited	\$170,000,000
Bell v. Farmers - Bell III	\$170,000,000
In Re Diamond Foods, Inc. Securities Litigation	\$167,000,000
In re JPMorgan Chase & Co. Securities Litigation	\$150,000,000
Haddock v. Nationwide Life Insurance Co. Settlement	\$140,000,000
In re Freeport-McMoran Copper & Gold Inc. Derivative Litigation Notice	\$137,500,000
Bank of America, et al. v. El Paso Natural Gas Company, et al.	\$115,000,000
In re Anthem, Inc. Data Breach Litigation	\$115,000,000
In re Medical Capital Securities Litigation Settlement	\$114,000,000
Drywall Acoustic Lathing v. SNC Lavalin	\$110,000,000
In re Automotive Parts Antitrust Litigation III	\$103,000,000
Rural/Metro Corporation Stockholders Litigation	\$97,793,880
J.C. Penney Securities Litigation	\$97,500,000
Smokeless Tobacco Cases	\$96,000,000
Oubre v. Louisiana Citizens	\$92,865,000
Ardon v. City of Los Angeles	\$92,500,000
Nishimura v. Gentry Homes, Ltd. II	\$90,341,564
In Re: Potash Antitrust Litigation (II) (Escrow)	\$90,000,000
Ormond, et al, v. Anthem, Inc.	\$90,000,000
In re DRAM Antitrust Litigation	\$87,750,000
In re: Morning Song Bird Food Litigation	\$85,000,000
Ideal v. Burlington Resources Oil & Gas Company LP	\$85,000,000
Willoughby v. DT Credit Corporation, et al. (Drivetime)	\$78,000,000
In Re Tesla Motors, Inc. Stockholder Litigation	\$60,000,000

Class Members	
Case	Volume
Edwards v. National Milk Producers Federation et al.	90,000,000
In re Anthem, Inc. Data Breach Litigation	80,000,000
Carrier IQ Inc. Consumer Privacy Litigation	47,300,000
The Home Depot, Inc. Customer Data Security Breach Litigation	40,000,000
In re Facebook Biometric Info. Privacy Litig.	30,000,000
In Re Midland Credit Management, Inc. TCPA Litigation	30,000,000
Golden v. ContextLogic Inc. d/b/a Wish.com	29,222,936
Cassese v. WashingtonMutual	23,200,344
In re Wawa, Inc. Data Security Litigation	22,000,000
Rael v. The Children's Place, Inc.	22,000,000
In Re Optical Disk Drive Antitrust Litigation	20,000,000
In re UltraMist Sunscreen Litigation	20,000,000
Torres v. Wendy's International, LLC	18,000,000
In Re Lithium Ion Batteries Antitrust Litigation	16,000,000
Gordon v. Verizon Communications, Inc.	15,236,046
Experian Data Breach Litigation	15,000,000
Opperman v. Kong Technologies, Inc. et al.	13,279,377
Lerma v Schiff Nutrition International, Inc.	12,000,000
Kolinek v. Walgreen Co.	10,213,348
Dunstan v. comScore, Inc.	10,000,000
Sprint Government Restitution Program	9,500,000
Steinfeld v. Discover Financial Services	9,088,000
Cohen, et al. v. FedEx Office and Print Services, Inc., et al.	9,000,000
Elvey v. TD Ameritrade, Inc.	8,639,226
In Re: Monitronics International, Inc. Telephone Consumer Protection Act Litigation	7,789,972
In re Portfolio Recovery Associates Telephone Consumer Protection Act Litigation	7,395,511
Morrow v. Ascena Retail Group, Inc. and Ann Inc.	7,277,056
Shames v. The Hertz Corporation	7,271,238
In Re Facebook Biometric Information Privacy Litigation	7,000,000
Roberts, et al. v. Electrolux Home Products, Inc.	6,305,000
Chambers v. Whirlpool Corporation, et al.	5,788,410
Martin v. Safeway Inc.	5,610,739
Morales v. Conopco Inc. dba Unilever (TRESemmé Naturals)	5,000,000
Murray v. Grocery Delivery E-Services USA Inc. bda Hello Fresh	5,000,000

Hearing Date: 10/25/2021 10:00 AM - 10:00 AM  
Courtroom Number:  
Location:

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FILED  
10/12/2021 10:25 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH07319

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# Appendix A

## Summary of Plaintiffs' Administrative Fee Litigation

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

While a summary of the litigation leading to the Amended Settlement is included in Plaintiffs' Memorandum in Support of Preliminary Approval of Amended Class Action Settlement (the "Mem." or "Plaintiffs' Memorandum"), additional detail is provided below.

**1. *1050 West Columbia Condominium Association v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.).**

Plaintiff 1050 West Columbia Condominium Association ("1050 West") filed its original complaint on June 18, 2019, after having conducted its own investigation of the facts and the claims at issue in this case. (Declaration of Michael R. Karnuth ("Karnuth Decl."), attached as Exhibit 5 to the Mem., ¶ 3.) 1050 West also filed a motion for class certification. Thereafter, counsel for the remaining Plaintiffs first reached out about participating in the potential resolution of this litigation, and since then 1050 West and its counsel have been actively engaged in evaluating, editing, and improving the proposed settlement of this matter—both the original and amended settlement—including reviewing the data underlying the Amended Settlement and other formal discovery produced in connection with the *RBB2* action, as described in Plaintiffs' Memorandum. (*See id.* ¶¶ 4–5.)

**2. *RBB2, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-00915 (E.D. Cal.).**

In July 2018, Plaintiff RBB2, LLC ("RBB2") filed its lawsuit against CSC in the Eastern District of California. After briefing a combined motion to dismiss for failure to state a claim and to strike class allegations on the basis that no class could ever be certified, the *RBB2* court denied CSC's motion with respect to the breach of contract claim and denied its motion to strike. *See RBB2, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-CV-00915LJOJLT, 2019 WL 1170484, at \*11 (E.D. Cal. Mar. 13, 2019). CSC answered the complaint and asserted counterclaims against RBB2. *RBB2*, No. 1:18-CV-00915LJOJLT, dkt. 27 (E.D. Cal. Apr. 3, 2019). Rather than answer the counterclaims, RBB2 moved to dismiss them, which the court granted. *Id.*, dkt. 49 (E.D. Cal.

Aug. 19, 2019) (dismissing counterclaims with leave to amend).<sup>1</sup>

The Parties then exchanged initial disclosures and served written discovery and responses. As part of this discovery process, RBB2 received over 12,000 leases, allowing it to review the overlap in lease terms, the provisions governing how any income and expenses were split between CSC and the lessors, and how those revenue sharing provisions could be interpreted to allow or disallow the Administrative Fee. (Richman Decl. ¶ 7.) In addition, CSC provided internal documents regarding the Administrative Fee, including, for example, plans regarding the roll-out of, and rationale behind, the Administrative Fee, and slides explaining its utility to the company. (*Id.*; Exhibit 9 to the Mem.) In addition to the formal discovery taking place, the Parties engaged in substantial informal discovery in connection with the action. (Richman Decl. ¶¶ 6–7.) This discovery focused on, among other things, granular financial information reflecting what segment of the Administrative Fee was attributable to leases entered into before May 1, 2017, how the Administrative Fee broke down across the Settlement Class, and the amounts that different segments of the Settlement Class paid (*e.g.*, relative to the number of machines that they operated and the like). (*Id.* ¶ 6) As discussed more fully in Sections II.C and V.F of Plaintiffs’ Memorandum, the formal discovery produced in the *RBB2* action, along with the robust informal discovery shared across the actions, was more than sufficient for all Parties to discuss, evaluate, and reach the proposed Amended Settlement now before the Court. (*Id.* ¶¶ 6–7, 20.)

**3. *MJM Visions, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-04452 (E.D.N.Y.).**

Plaintiff MJM Visions, LLC (“MJM Visions”) filed its claims against CSC in August

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<sup>1</sup> A copy of the docket sheet from *RBB2, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-00915 (E.D. Cal.) is attached to this appendix as Exhibit A.

2018 in the Eastern District of New York on behalf of a nationwide class of similarly situated lessors. *MJM Visions*, No. 1:18-cv-04452, dkt. 1 (E.D.N.Y. Aug. 7, 2018).<sup>2</sup> After fully briefing CSC’s motion to dismiss and while the Parties were engaged in settlement negotiations, the Court ultimately dismissed the case *without prejudice* for lack of subject matter jurisdiction, finding that Plaintiff first needed to comply with a notice-and-cure provision in the lease. *MJM Visions, LLC v. CSC ServiceWorks, Inc.*, No. 18-CV-04452, 2019 WL 2451936, at \*3 (E.D.N.Y. June 12, 2019).<sup>3</sup> That provision contemplated that MJM Visions “*may* give lessee a written notice describing the default” (emphasis added), and further stated that CSC “will not be in breach of this lease unless [CSC] received a written notice from lessor and failed to cure the described default within thirty (30) days.” *Id.* at \*3. MJM Visions contended notice was optional, whereas CSC argued that it was a requirement. After fully briefing the motion, the Court sided with CSC. *Id.* As discussed in Section V.A.2 of Plaintiffs’ Memorandum, this highlighted a critical risk that Plaintiffs would face were they to move forward with adversarial class certification: different formulations of lease agreements could make class certification impossible—and even preclude any given plaintiff from moving forward with their individual case unless they complied with certain conditions precedent. This litigation thus provided valuable insight into the strengths and weaknesses of the Parties’ respective claims and defenses, which they could then account for in the Amended Settlement.

**4. *Kay-Kay Realty Corp. v. CSC ServiceWorks, Inc.*, No. 2:17-cv-07464-JMA-AKT (E.D.N.Y.).**

In December 2017, Plaintiff Kay-Kay Realty Corp. (“Kay-Kay”) filed one of the first

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<sup>2</sup> A copy of the docket sheet for *MJM Visions, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-04452 (E.D.N.Y.) is attached to this appendix as Exhibit B.

<sup>3</sup> The *RBB2* court, by comparison, rejected CSC’s arguments with respect to a similar notice-and-cure provision contained in the lease agreement in that case. *See RBB2*, 2019 WL 1170484, at \*4.

putative nationwide class action complaints in the country relating to the Administrative Fee in the Eastern District of New York. *Kay-Kay Realty Corp. v. CSC ServiceWorks, Inc.*, No. 2:17-cv-07464-JMA-AKT, dkt. 1 (E.D.N.Y. Dec. 22, 2017).<sup>4</sup> In connection with this filing, Kay-Kay provided counsel nearly a dozen examples of various leases from across several states, allowing them to get an early understanding of how the leases could differ, and how that could affect the arguments in the cases moving forward. (Richman Decl. ¶ 7 n.3.) Shortly after filing, counsel for the Parties began discussing the possibility of a resolution of the various disputes between them and agreed to dismiss the case without prejudice to further explore those possibilities. *See Kay-Kay Realty Corp.*, No. 2:17-cv-07464-JMA-AKT, dkt. 24 (E.D.N.Y. Mar. 30, 2018). Those discussions would later dovetail with the discussions regarding a potential class-wide settlement, including discussions undergirding the Amended Settlement as described in Section II.C of Plaintiffs' Memorandum.

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<sup>4</sup> A copy of the docket sheet for *Kay-Kay Realty Corp. v. CSC ServiceWorks, Inc.*, No. 2:17-cv-07464-JMA-AKT (E.D.N.Y.) is attached to this appendix as Exhibit C.



# Exhibit A

**U.S. District Court**  
**Eastern District of California - Live System (Fresno)**  
**CIVIL DOCKET FOR CASE #: 1:18-cv-00915-LJO-JLT**

RBB2, LLC v. CSC Serviceworks, Inc.  
Assigned to: Chief Judge Lawrence J. O'Neill  
Referred to: Magistrate Judge Jennifer L. Thurston  
Demand: \$5,000,000  
Cause: 28:1332 Diversity-Other Contract

Date Filed: 07/06/2018  
Date Terminated: 10/28/2019  
Jury Demand: Plaintiff  
Nature of Suit: 190 Contract: Other  
Jurisdiction: Diversity

**Plaintiff****RBB2, LLC**

*a California limited liability company,  
individually and on behalf of all others  
similarly situated*

represented by **Benjamin H. Richman , PHV**  
Edelson PC  
350 North Lasalle Street  
14th Floor  
Chicago, IL 60654  
312-589-6370  
Fax: 312-589-6379  
Email: brichman@edelson.com  
**LEAD ATTORNEY**  
**PRO HAC VICE**  
**ATTORNEY TO BE NOTICED**

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**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Rafey Sarkis Balabanian**

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Fax: 415-373-9435  
Email: rbalabanian@edelson.com  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**CSC Serviceworks, Inc.**  
*a Delaware corporation*

represented by **Paul La Scala**  
Shook Hardy & Bacon LLP  
East Tower  
5 Park Plaza, Suite 1600  
Irvine, CA 92614  
949-475-1500-49083  
Fax: 949-475-0016  
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*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Paul A. Williams , PHV**  
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415-544-1900  
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*ATTORNEY TO BE NOTICED*

**Amicus**

**Summit Gardens Associates**

represented by **David Scott Allard**  
Gingery Law Group  
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916-415-7070  
Email: david@gingerylaw.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

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**Counter Claimant**

**CSC Serviceworks, Inc.**  
*a Delaware corporation*

represented by **Paul La Scala**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Paul A. Williams , PHV**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

V.

**Counter Defendant**

**RBB2, LLC**  
*a California limited liability company,  
 individually and on behalf of all others  
 similarly situated*

represented by **Benjamin H. Richman , PHV**  
 (See above for address)  
**LEAD ATTORNEY**  
**PRO HAC VICE**  
**ATTORNEY TO BE NOTICED**

**Michael Ovca , PHV**  
 (See above for address)  
**LEAD ATTORNEY**  
**PRO HAC VICE**  
**ATTORNEY TO BE NOTICED**

**Todd Michael Logan**  
 (See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Rafey Sarkis Balabanian**  
 (See above for address)  
**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
07/06/2018	<a href="#">1</a>	COMPLAINT against CSC SERVICEWORKS, INC. by RBB2, LLC. Attorney Logan, Todd Michael added. (Filing fee \$ 400, receipt number 0972-7749708) (Attachments: # <a href="#">1</a> Civil Cover Sheet Civil Cover Sheet)(Logan, Todd) (Entered: 07/06/2018)
07/06/2018	<a href="#">2</a>	SUMMONS ISSUED as to *CSC Serviceworks, Inc.* with answer to complaint due within *21* days. Attorney *Todd Michael Logan* *Edelson PC* *123 Townsend St., Suite 100* *San Francisco, CA 94109*. (Jessen, A) (Entered: 07/06/2018)
07/06/2018	<a href="#">3</a>	CIVIL NEW CASE DOCUMENTS ISSUED: Initial Scheduling Conference set for 10/1/2018 at 08:30 AM in Bakersfield, 510 19th Street before Magistrate Judge Jennifer L. Thurston. (Attachments: # <a href="#">1</a> Standing Order, # <a href="#">2</a> Consent Form, # <a href="#">3</a> VDRP) (Jessen, A) (Entered: 07/06/2018)
09/11/2018	<a href="#">4</a>	WAIVER of SERVICE RETURNED EXECUTED: CSC Serviceworks, Inc. Waiver sent on 8/24/2018, answer due 10/23/2018. (Logan, Todd) (Entered: 09/11/2018)
09/11/2018	<a href="#">5</a>	MOTION to CONTINUE <i>Scheduling Conference and Related Deadlines (Joint)</i> by RBB2,

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		LLC. Motion Hearing set for 10/10/2018 at 09:30 AM in Courtroom 6 (JLT) before Magistrate Judge Jennifer L. Thurston. (Attachments: # <a href="#">1</a> Proposed Order [Proposed] Order Granting Joint Motion to Continue Deadlines)(Logan, Todd) (Entered: 09/11/2018)
09/12/2018	<a href="#">6</a>	ORDER GRANTING <a href="#">5</a> Motion to Continue Scheduling Conference, signed by Magistrate Judge Jennifer L. Thurston on 9/11/2018. Initial Scheduling Conference CONTINUED to 10/29/2018 at 08:15 AM in Bakersfield, 510 19th Street before Magistrate Judge Jennifer L. Thurston. (Hall, S) (Entered: 09/12/2018)
09/24/2018	<a href="#">7</a>	PRO HAC VICE APPLICATION and PROPOSED ORDER submitted by CSC Serviceworks, Inc.. Attorney La Scala, Paul added. (Filing fee \$ 225, receipt number 0972-7885874) (Attachments: # <a href="#">1</a> Certificate of Record Certificate off Admission - Paul Williams, # <a href="#">2</a> Proof of Service Certificate of Service)(La Scala, Paul) (Entered: 09/24/2018)
09/25/2018	<a href="#">8</a>	ORDER GRANTING <a href="#">7</a> Application of Attorney Paul A. Williams to Appear PRO HAC VICE for defendant CSC Serviceworks, Inc., signed by Magistrate Judge Jennifer L. Thurston on 9/25/2018. (Hall, S) (Entered: 09/25/2018)
10/18/2018	<a href="#">9</a>	STIPULATION re <a href="#">1</a> Complaint <i>Extending Time For CSC Serviceworks, Inc. to Respond to the Complaint by 28 Days</i> by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Proof of Service) (La Scala, Paul) (Entered: 10/18/2018)
10/19/2018	<a href="#">10</a>	PRO HAC VICE APPLICATION and PROPOSED ORDER submitted by RBB2, LLC for attorney Benjamin H. Richman to appear Pro Hac Vice. (Filing fee \$ 225, receipt number 0972-7927539) (Attachments: # <a href="#">1</a> Certificate of Good Standing)(Logan, Todd) (Entered: 10/19/2018)
10/19/2018	<a href="#">11</a>	ORDER GRANTING <a href="#">10</a> Application of Attorney Benjamin H. Richman to Appear PRO HAC VICE for Plaintiff RBB2, LLC, signed by Magistrate Judge Jennifer L. Thurston on 10/19/2018. (Hall, S) (Entered: 10/19/2018)
10/22/2018	<a href="#">12</a>	MOTION to CONTINUE <i>Scheduling Conference and Appear Telephonically (Joint)</i> by RBB2, LLC. Motion Hearing set for 11/20/2018 at 09:30 AM in Courtroom 6 (JLT) before Magistrate Judge Jennifer L. Thurston. (Attachments: # <a href="#">1</a> Proposed Order Granting Motion to Continue Status Conf and Appear Telephonically)(Richman, Benjamin) (Entered: 10/22/2018)
10/23/2018	<a href="#">13</a>	ORDER GRANTING <a href="#">12</a> Joint Motion to Continue Scheduling Conference and Joint Request to Appear Telephonically at Scheduling Conference, signed by Magistrate Judge Jennifer L. Thurston on 10/23/2018. Initial Scheduling Conference CONTINUED to 12/17/2018 at 08:15 AM in Bakersfield, 510 19th Street before Magistrate Judge Jennifer L. Thurston. Joint report due by 12/10/2018. (Hall, S) (Entered: 10/23/2018)
11/20/2018	<a href="#">14</a>	MOTION to DISMISS by CSC Serviceworks, Inc.. Motion Hearing set for 12/18/2018 at 08:30 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill. (Attachments: # <a href="#">1</a> Memorandum of Law, # <a href="#">2</a> Declaration of Stacy Weaver, # <a href="#">3</a> Exhibit 1-A to Declaration, # <a href="#">4</a> Exhibit 1-B to Declaration, # <a href="#">5</a> Exhibit 1-C to Declaration, # <a href="#">6</a> Proof of Service)(La Scala, Paul) (Entered: 11/20/2018)
11/20/2018	<a href="#">15</a>	CORPORATE DISCLOSURE STATEMENT by Defendant CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Proof of Service)(La Scala, Paul) (Entered: 11/20/2018)
11/21/2018	16	MINUTE ORDER (TEXT ENTRY ONLY), signed by Magistrate Judge Jennifer L. Thurston on 11/21/2018: In light of the pending motion to dismiss, the Initial Scheduling Conference set for 12/17/2018 is CONTINUED to 2/1/2019 at 08:30 AM in Bakersfield, 510 19th Street before Magistrate Judge Jennifer L. Thurston. (Hall, S) (Entered: 11/21/2018)

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11/30/2018	<a href="#">17</a>	MOTION for 17-DAY EXTENSION OF TIME to Complete Briefing on Motion to Dismiss re <a href="#">14</a> MOTION to DISMISS by RBB2, LLC. Motion Hearing set for 12/28/2018 at 09:30 AM in Courtroom 6 (JLT) before Magistrate Judge Jennifer L. Thurston. (Attachments: # <a href="#">1</a> Proposed Order Proposed Order Granting Mot. to Extend Briefing Sched.)(Richman, Benjamin) (Entered: 11/30/2018)
12/03/2018	<a href="#">18</a>	ORDER GRANTING JOINT MOTION TO EXTEND BRIEFING SCHEDULE FOR DEFENDANT'S MOTION TO DISMISS signed by Chief Judge Lawrence J. O'Neill on December 3, 2018. (Munoz, I) (Entered: 12/03/2018)
12/20/2018	<a href="#">19</a>	MOTION for 21-DAY EXTENSION OF TIME to File Opposition and Reply in Support of Motion to Dismiss re <a href="#">14</a> MOTION to DISMISS by RBB2, LLC. Motion Hearing set for 1/17/2019 at 08:30 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill. (Attachments: # <a href="#">1</a> Proposed Order Proposed Order Granting Joint Motion to Extend Briefing Schedule for Mot to Dismiss)(Richman, Benjamin) (Entered: 12/20/2018)
12/21/2018	<a href="#">20</a>	ORDER GRANTING JOINT MOTION TO EXTEND BREIFING SCHEDULE FOR DEFENDANT'S MOTION TO DISMISS signed by Chief Judge Lawrence J. O'Neill on December 21, 2018. (Munoz, I) (Entered: 12/21/2018)
01/11/2019	<a href="#">21</a>	RESPONSE by RBB2, LLC to <a href="#">14</a> MOTION to DISMISS. (Attachments: # <a href="#">1</a> Exhibit) (Richman, Benjamin) (Entered: 01/11/2019)
01/18/2019	22	MINUTE ORDER (TEXT ENTRY ONLY), signed by Magistrate Judge Jennifer L. Thurston on 1/18/2019: In light of the pending motion to dismiss, the Scheduling Conference set for 2/1/2019 is CONTINUED to 3/11/2019 at 08:45 AM in Bakersfield, 510 19th Street before Magistrate Judge Jennifer L. Thurston. (Hall, S) (Entered: 01/18/2019)
02/06/2019	<a href="#">23</a>	REPLY by CSC Serviceworks, Inc. to RESPONSE to <a href="#">14</a> MOTION to DISMISS. (Attachments: # <a href="#">1</a> Proof of Service Certificate of Service)(La Scala, Paul) (Entered: 02/06/2019)
02/22/2019	24	MINUTE ORDER (TEXT ENTRY ONLY), signed by Magistrate Judge Jennifer L. Thurston on 2/22/2019: In light of the pending motion to dismiss, the Scheduling Conference set for 3/11/2019 is CONTINUED to 4/24/2019 at 08:30 AM in Bakersfield, 510 19th Street before Magistrate Judge Jennifer L. Thurston. (Hall, S) (Entered: 02/22/2019)
03/13/2019	<a href="#">25</a>	MEMORANDUM DECISION and ORDER re Defendant's Motion to Dismiss <a href="#">14</a> , signed by Chief Judge Lawrence J. O'Neill on 3/13/19. <i>Amended Complaint Due Within Seven Days</i> . (Gonzalez, R) (Entered: 03/13/2019)
03/20/2019	<a href="#">26</a>	FIRST AMENDED COMPLAINT against RBB2, LLC by RBB2, LLC.(Richman, Benjamin) (Entered: 03/20/2019)
04/03/2019	<a href="#">27</a>	ANSWER with Jury Demand, COUNTERCLAIM against RBB2, LLC by CSC Serviceworks, Inc.. by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Proof of Service)(La Scala, Paul) (Entered: 04/03/2019)
04/17/2019	<a href="#">28</a>	JOINT SCHEDULING REPORT by RBB2, LLC. (Richman, Benjamin) (Entered: 04/17/2019)
04/18/2019	<a href="#">29</a>	MOTION to CONTINUE <i>Scheduling Conference from April 24, 2019</i> by CSC Serviceworks, Inc.. Motion Hearing set for 5/17/2019 at 08:30 AM in Courtroom 4 before Chief Judge Lawrence J. O'Neill. (Attachments: # <a href="#">1</a> Proposed Order Proposed Order)(La Scala, Paul) (Entered: 04/18/2019)
04/22/2019	30	MINUTE ORDER (TEXT ENTRY ONLY), signed by Magistrate Judge Jennifer L.

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		Thurston on 4/22/2019: At the parties' request <a href="#">29</a> , the Scheduling Conference set for 4/24/2019 is CONTINUED to 5/17/2019 at 08:30 AM in Bakersfield, 510 19th Street before Magistrate Judge Jennifer L. Thurston. Telephonic appearances are authorized. Counsel shall appear via teleconference by dialing (888) 557-8511 and entering Access Code 1652736. (Hall, S) (Entered: 04/22/2019)
04/24/2019	<a href="#">31</a>	MOTION to DISMISS by RBB2, LLC. Motion Hearing set for 5/22/2019 at 08:30 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill. (Richman, Benjamin) (Entered: 04/24/2019)
05/06/2019	<a href="#">32</a>	OPPOSITION by CSC Serviceworks, Inc. to <a href="#">31</a> MOTION to DISMISS. (Attachments: # <a href="#">1</a> Proof of Service)(La Scala, Paul) (Entered: 05/06/2019)
05/09/2019	<a href="#">33</a>	NOTICE of APPEARANCE by Matthew F. Williams on behalf of CSC Serviceworks, Inc.. Attorney Williams, Matthew F. added. (Williams, Matthew) (Entered: 05/09/2019)
05/15/2019	<a href="#">34</a>	REPLY by RBB2, LLC to RESPONSE to <a href="#">31</a> MOTION to DISMISS. (Richman, Benjamin) (Entered: 05/15/2019)
05/16/2019	<a href="#">35</a>	MINUTE ORDER: (TEXT ENTRY ONLY) The Court has determined that the motion to dismiss <a href="#">31</a> is suitable for decision on the papers pursuant to Local Rule 230(g). Accordingly, the hearing, currently set for 5/22/19, is VACATED. A written decision will issue as soon as is practicable in light of this Court's heavy caseload signed by Chief Judge Lawrence J. O'Neill on May 22, 2019. (Munoz, I) (Entered: 05/16/2019)
05/17/2019	<a href="#">36</a>	PRO HAC VICE APPLICATION and PROPOSED ORDER submitted by RBB2, LLC for attorney Michael Ovca to appear Pro Hac Vice. (Filing fee \$ 225, receipt number 0972-8267181) (Attachments: # <a href="#">1</a> Certificate of Good Standing)(Logan, Todd) (Entered: 05/17/2019)
05/17/2019	<a href="#">37</a>	MINUTES (Text Only) for proceedings before Magistrate Judge Jennifer L. Thurston: SCHEDULING CONFERENCE held on 5/17/2019. Case SCHEDULED; Court to issue Scheduling Order. Plaintiffs Counsel Benjamin Richman (telephonic) present. Defendants Counsel Paul Williams (telephonic) and Matthew Williams (telephonic) present. Court Reporter/CD Number: ECRO/FTR- Hall. (Hall, S) (Entered: 05/17/2019)
05/17/2019	<a href="#">38</a>	SCHEDULING ORDER, signed by Magistrate Judge Jennifer L. Thurston on 5/17/2019. Initial Disclosures 7/1/2019. Pleading Amendment Deadline 9/9/2019. Class Discovery Deadlines: Non-Expert 9/22/2020; Expert 4/17/2020. Mid-Discovery Status Conference set for 2/3/2020 at 08:30 AM in Bakersfield, 510 19th Street before Magistrate Judge Jennifer L. Thurston. Class Certification Motion Deadlines: Filed by 5/15/2020; Opposition by 6/26/2020; Reply by 8/7/2020. (Hall, S) (Entered: 05/17/2019)
05/20/2019	<a href="#">39</a>	ORDER GRANTING <a href="#">36</a> PRO HAC VICE Application of Michael Ovca, signed by Magistrate Judge Jennifer L. Thurston on 5/18/2019. (Hall, S) (Entered: 05/20/2019)
05/21/2019	<a href="#">40</a>	ORDER to the PARTIES to SHOW CAUSE Why the Action Should Not Be Transferred to the Northern District of Ohio, signed by Magistrate Judge Jennifer L. Thurston on 5/20/2019. Show Cause Response due by 6/17/2019. (Hall, S) (Entered: 05/21/2019)
05/28/2019	<a href="#">41</a>	DECLINE to PROCEED BEFORE US MAGISTRATE JUDGE by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Proof of Service)(La Scala, Paul) (Entered: 05/28/2019)
05/28/2019	<a href="#">42</a>	DECLINE to PROCEED BEFORE US MAGISTRATE JUDGE by RBB2, LLC. (Richman, Benjamin) (Entered: 05/28/2019)
06/17/2019	<a href="#">43</a>	RESPONSE to ORDER to SHOW CAUSE by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Proof of Service)(La Scala, Paul) (Entered: 06/17/2019)

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06/17/2019	<a href="#">44</a>	RESPONSE to ORDER to SHOW CAUSE by RBB2, LLC. (Richman, Benjamin) (Entered: 06/17/2019)
07/01/2019	<a href="#">45</a>	STIPULATION and PROPOSED ORDER for Protocol Relating to the Discovery of Electronically Stored Information by CSC Serviceworks, Inc.. (La Scala, Paul) (Entered: 07/01/2019)
07/01/2019	<a href="#">46</a>	STIPULATION and PROPOSED ORDER for Stipulated Protective Order by CSC Serviceworks, Inc.. (La Scala, Paul) (Entered: 07/01/2019)
07/01/2019	<a href="#">47</a>	ORDER GRANTING <a href="#">45</a> Stipulated Protocol Relating to the Discovery of Electronically Store Information, signed by Magistrate Judge Jennifer L. Thurston on 7/1/2019. (Hall, S) (Entered: 07/01/2019)
07/01/2019	<a href="#">48</a>	STIPULATED PROTECTIVE ORDER, signed by Magistrate Judge Jennifer L. Thurston on 7/1/2019. (Hall, S) (Entered: 07/01/2019)
08/19/2019	<a href="#">49</a>	MEMORANDUM DECISION and ORDER re Plaintiff's Motion to Dismiss signed by Chief Judge Lawrence J. O'Neill on 08/19/2019. Twenty-One Day Deadline. (Flores, E) (Entered: 08/19/2019)
08/28/2019	<a href="#">50</a>	NOTICE <i>Regarding Show Cause Order (Doc.40)</i> by Summit Gardens Associates re <a href="#">40</a> Order to Show Cause. Attorney Allard, David Scott added. (Allard, David) (Entered: 08/28/2019)
08/30/2019	<a href="#">51</a>	<b>ORDER</b> to the Parties to SHOW CAUSE why the Action should not be Dismissed or Stayed. <b>No later than September 16, 2019</b> , the parties SHALL show cause why the matter should not be dismissed or stayed. They should address the issues raised here including how this Court's resources can best be preserved and how any duplication of effort with the Ohio court (and any other court in which, purportedly, 20 other similar cases are proceeding) can be avoided. Alternatively, they may file a notice of settlement. Order signed by Magistrate Judge Jennifer L. Thurston on 8/30/2019. (Timken, A) (Entered: 08/30/2019)
09/05/2019	<a href="#">52</a>	NOTICE <i>Supplemental Notice Regarding Show Cause Order (Doc. 40) and Show Cause Order (Doc. 51)</i> by Summit Gardens Associates re <a href="#">51</a> Order to Show Cause,, <a href="#">40</a> Order to Show Cause. (Attachments: # <a href="#">1</a> Exhibit ND OH Motion to appoint interim class counsel, # <a href="#">2</a> Exhibit Term Sheet)(Allard, David) (Entered: 09/05/2019)
09/16/2019	<a href="#">53</a>	RESPONSE by CSC Serviceworks, Inc. to <a href="#">51</a> Order to Show Cause,, (La Scala, Paul) (Entered: 09/16/2019)
09/16/2019	<a href="#">54</a>	RESPONSE to ORDER to SHOW CAUSE by RBB2, LLC. (Attachments: # <a href="#">1</a> Declaration Exhibit 1 Declaration of Benjamin Richman, # <a href="#">2</a> Exhibit Group Exhibit 1-A, # <a href="#">3</a> Exhibit Group Exhibit 1-B, # <a href="#">4</a> Exhibit Group Exhibit 1-C)(Richman, Benjamin) (Entered: 09/16/2019)
10/23/2019	<a href="#">55</a>	NOTICE of SETTLEMENT by RBB2, LLC. Dispositional Docs due by 11/18/2019. (Attachments: # <a href="#">1</a> Exhibit 1 Plaintiffs Motion for Preliminary Approval of Class Action Settlement)(Richman, Benjamin) (Entered: 10/23/2019)
10/23/2019	<a href="#">56</a>	STIPULATION of DISMISSAL by RBB2, LLC. (Richman, Benjamin) (Entered: 10/23/2019)
10/28/2019	<a href="#">57</a>	ORDER DIRECTING the Clerk to CLOSE the Action signed by Magistrate Judge Jennifer L. Thurston on 10/26/2019. CASE CLOSED. (Sant Agata, S) (Entered: 10/28/2019)

FILED DATE: 10/12/2021 10:25 PM 2019CH07319



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<b>Billable Pages:</b>	7	<b>Cost:</b>	0.70

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

# Exhibit B

**U.S. District Court**  
**Eastern District of New York (Brooklyn)**  
**CIVIL DOCKET FOR CASE #: 1:18-cv-04452-ILG-JO**

MJM Visions, LLC v. CSC Serviceworks, Inc.  
Assigned to: Judge I. Leo Glasser  
Referred to: Magistrate Judge James Orenstein  
Demand: \$5,000,000  
Cause: 28:1332 Diversity-(Citizenship)

Date Filed: 08/07/2018  
Date Terminated: 06/13/2019  
Jury Demand: Plaintiff  
Nature of Suit: 190 Contract: Other  
Jurisdiction: Diversity

**Plaintiff**

**MJM Visions, LLC**  
*individually and on behalf of all others*  
*similarly situated*

represented by **Benjamin H. Richman**  
Edelson PC  
350 North Lasalle Street  
14th Floor  
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**LEAD ATTORNEY**  
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**Michael Ovca**  
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312-589-6370  
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**PRO HAC VICE**  
**ATTORNEY TO BE NOTICED**

V.

**Defendant**

**CSC Serviceworks, Inc.**  
*a Delaware corporation*

represented by **William Edward Vita**  
Westerman Ball Ederer Miller & Sharfstein,  
LLP  
1201 RXR Plaza  
Uniondale, NY 11556  
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**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

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**Paul B. La Scala**

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*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

**Paul A Williams**

Shook, Hardy & Bacon, LLP  
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 303-285-5300  
 Email: pwilliams@shb.com  
*ATTORNEY TO BE NOTICED*

Date Filed	#	Docket Text
08/07/2018	<a href="#">1</a>	COMPLAINT against CSC Serviceworks, Inc. filing fee \$ 400, receipt number 0207-10640004 Was the Disclosure Statement on Civil Cover Sheet completed - No., filed by MJM Visions, LLC. (Attachments: # <a href="#">1</a> Civil Cover Sheet, # <a href="#">2</a> Proposed Summons) (Richman, Benjamin) Modified on 8/8/2018 (Flanagan, Doreen). (Entered: 08/07/2018)
08/08/2018	<a href="#">2</a>	This attorney case opening filing has been checked for quality control. See the attachment for corrections that were made. (Flanagan, Doreen) (Entered: 08/08/2018)
08/08/2018		Case Assigned to Judge I. Leo Glasser and Magistrate Judge James Orenstein. Please download and review the Individual Practices of the assigned Judges, located on our <a href="#">website</a> . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such. (Davis, Kimberly) (Entered: 08/08/2018)
08/08/2018	<a href="#">3</a>	In accordance with Rule 73 of the Federal Rules of Civil Procedure and Local Rule 73.1, the parties are notified that <i>if</i> all parties consent a United States magistrate judge of this court is available to conduct all proceedings in this civil action including a (jury or nonjury) trial and to order the entry of a final judgment. Attached to the Notice is a blank copy of the consent form that should be filled out, signed and filed electronically <b>only if all</b> parties wish to consent. The form may also be accessed at the following link: <a href="http://www.uscourts.gov/uscourts/FormsAndFees/Forms/AO085.pdf">http://www.uscourts.gov/uscourts/FormsAndFees/Forms/AO085.pdf</a> . <b>You may withhold your consent without adverse substantive consequences. Do NOT return or file the consent unless all parties have signed the consent.</b> (Davis, Kimberly) (Entered: 08/08/2018)
08/08/2018	<a href="#">4</a>	Summons Issued as to CSC Serviceworks, Inc.. (Davis, Kimberly) (Entered: 08/08/2018)
09/11/2018	<a href="#">5</a>	MOTION for Leave to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0207-10719348. by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Affidavit in Support Affidavit in Support of Motion to Admit Paul A. Williams As Counsel Pro Hac Vice, # <a href="#">2</a> Proposed Order proposed Admission of Paul A. Williams to Practice Pro Hac Vice) (Williams, Paul) (Entered: 09/11/2018)
09/12/2018		ORDER granting <a href="#">5</a> Motion for Leave to Appear Pro Hac Vice -- Attorney Paul Williams, Esq. is permitted to argue or try this case in whole or in part as counsel or advocate. By September 19, 2018, Mr. Williams shall register for ECF. Registration is available online at

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		the EDNY's homepage. Once registered, Mr. Williams shall file a notice of appearance and ensure that he receives electronic notification of activity in this case. Mr. Williams shall also ensure that the \$150 admission fee be submitted to the Clerk's Office. Ordered by Magistrate Judge James Orenstein on 9/12/2018. (Drake, Shaw) (Entered: 09/12/2018)
09/12/2018	<a href="#">6</a>	MOTION for Leave to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0207-10722842. by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Affidavit Affidavit in Support of Motion to Admit Paul B. La Scala As Counsel Pro Hac Vice and Certificate of Standing, # <a href="#">2</a> Proposed Order proposed Order of Admission of Paul B. La Scala As Counsel Pro Hac Vice) (La Scala, Paul) (Entered: 09/12/2018)
09/13/2018		ORDER granting <a href="#">6</a> Motion for Leave to Appear Pro Hac Vice -- Attorney Paul La Scala, Esq. is permitted to argue or try this case in whole or in part as counsel or advocate. By September 20, 2018, Mr. La Scala shall register for ECF. Registration is available online at the EDNY's homepage. Once registered, Mr. La Scala shall file a notice of appearance and ensure that he receives electronic notification of activity in this case. Mr. La Scala shall also ensure that the \$150 admission fee be submitted to the Clerk's Office. Ordered by Magistrate Judge James Orenstein on 9/13/2018. (Drake, Shaw) (Entered: 09/13/2018)
09/17/2018	<a href="#">7</a>	MOTION to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0207-10733685. by MJM Visions, LLC. (Attachments: # <a href="#">1</a> Affidavit, # <a href="#">2</a> Proposed Order, # <a href="#">3</a> Certificate of Good Standing) (Richman, Benjamin) (Entered: 09/17/2018)
09/17/2018	<a href="#">8</a>	NOTICE of Appearance by Paul A. Williams on behalf of CSC Serviceworks, Inc. (notification declined or already on case) (Williams, Paul) (Entered: 09/17/2018)
09/17/2018	<a href="#">9</a>	NOTICE of Appearance by Paul B. La Scala on behalf of CSC Serviceworks, Inc. (notification declined or already on case) (La Scala, Paul) (Entered: 09/17/2018)
09/18/2018		ORDER denying <a href="#">7</a> Motion for Leave to Appear Pro Hac Vice -- The motion is denied without prejudice to the movant's right to seek reconsideration in conformity with this court's local rules, which require that an application for admission pro hac vice include a properly sworn and notarized affidavit stating (a) whether the applicant has ever been convicted of a felony, (b) whether the applicant has ever been censured, suspended, disbarred or denied admission or readmission by any court, (c) whether there are any disciplinary proceedings presently against the applicant, and (d) the facts and circumstances surrounding any affirmative responses to (a) through (c). See Loc. Civ. R. 1.3(c). If the applicant seeks reconsideration, he must do so no later than October 2, 2018. Ordered by Magistrate Judge James Orenstein on 9/18/2018. (Roantree, Bronwyn) (Entered: 09/18/2018)
09/20/2018	<a href="#">10</a>	AMENDED MOTION to Appear <i>Pro Hac Vice</i> (Filing fee \$ 150, receipt number 0207-10733685); by MJM Visions, LLC. (Attachments: # <a href="#">1</a> Affidavit, # <a href="#">2</a> Proposed Order, # <a href="#">3</a> Certificate of Good Standing) (Richman, Benjamin) <i>Modified.</i> (Latka-Mucha, Wieslawa) (Entered: 09/20/2018)
09/20/2018	<a href="#">11</a>	MOTION to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0207-10743886. by MJM Visions, LLC. (Attachments: # <a href="#">1</a> Affidavit in Support, # <a href="#">2</a> Certificate of Good Standing, # <a href="#">3</a> Proposed Order) (Ovca, Michael) (Entered: 09/20/2018)
09/21/2018		ORDER granting <a href="#">10</a> Motion for Leave to Appear Pro Hac Vice -- Attorney Benjamin H. Richman, Esq. is permitted to argue or try this case in whole or in part as counsel or advocate. By September 28, 2018, Mr. Richman shall register for ECF. Registration is available online at the EDNY's homepage. Once registered, Mr. Richman shall file a notice of appearance and ensure that [s/he] receives electronic notification of activity in this case. Mr. Richman shall also ensure that the \$150 admission fee be submitted to the Clerk's

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		Office. Ordered by Magistrate Judge James Orenstein on 9/21/2018. (Roantree, Bronwyn) (Entered: 09/21/2018)
09/21/2018		ORDER granting <a href="#">11</a> Motion for Leave to Appear Pro Hac Vice -- Attorney Michael W. Ovca, Esq. is permitted to argue or try this case in whole or in part as counsel or advocate. By September 28, 2018, Mr. Ovca shall register for ECF. Registration is available online at the EDNY's homepage. Once registered, Mr. Ovca shall file a notice of appearance and ensure that [s/he] receives electronic notification of activity in this case. Mr. Ovca shall also ensure that the \$150 admission fee be submitted to the Clerk's Office. Ordered by Magistrate Judge James Orenstein on 9/21/2018. (Roantree, Bronwyn) (Entered: 09/21/2018)
09/24/2018	<a href="#">12</a>	NOTICE of Appearance by Michael Ovca on behalf of MJM Visions, LLC (notification declined or already on case) (Ovca, Michael) (Entered: 09/24/2018)
09/24/2018	<a href="#">13</a>	NOTICE of Appearance by Benjamin H. Richman on behalf of MJM Visions, LLC (notification declined or already on case) (Richman, Benjamin) (Entered: 09/24/2018)
10/18/2018	<a href="#">14</a>	Letter MOTION for Extension of Time to File Answer re <a href="#">1</a> Complaint, by CSC Serviceworks, Inc.. (La Scala, Paul) (Entered: 10/18/2018)
10/19/2018		ORDER granting <a href="#">14</a> Motion for Extension of Time to Answer -- The application is granted on consent; the defendant shall answer or otherwise respond to the complaint by November 28, 2018. Ordered by Magistrate Judge James Orenstein on 10/19/2018. (Roantree, Bronwyn) (Entered: 10/19/2018)
11/28/2018	<a href="#">15</a>	MOTION to Dismiss for Failure to State a Claim <i>And, Alternatively, Strike Class Allegations</i> by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Memorandum in Support, # <a href="#">2</a> Affidavit, # <a href="#">3</a> Exhibit 1-A, # <a href="#">4</a> Exhibit 1-B, # <a href="#">5</a> Exhibit 1-C, # <a href="#">6</a> Exhibit 1-D, # <a href="#">7</a> Exhibit 1-E, # <a href="#">8</a> Exhibit 1-F, # <a href="#">9</a> Exhibit 1-G, # <a href="#">10</a> Exhibit 1-H, # <a href="#">11</a> Exhibit 1-I, # <a href="#">12</a> Exhibit 1-J) (Williams, Paul) (Entered: 11/28/2018)
11/29/2018	<a href="#">16</a>	<b>SCHEDULING ORDER:</b> Pursuant to Federal Rule of Civil Procedure 16(a), I order the parties to appear for an initial discovery planning conference on, December 19, 2018, at 11:00 a.m. in Courtroom 11D South of the United States Courthouse, 225 Cadman Plaza East, Brooklyn, New York. No later than December 17, 2018, the parties must submit, by means of electronic filing on the court's ECF (Electronic Case Filing) system, a joint proposed discovery plan. Each party's counsel must be personally prepared to discuss all factual and legal issues in the case, including the possibility of settlement; otherwise, the client must attend in person as well. <b>SEE ATTACHED ORDER.</b> Ordered by Magistrate Judge James Orenstein on 11/29/2018. (Guy, Alicia) (Entered: 11/29/2018)
11/29/2018	<a href="#">17</a>	Proposed Scheduling Order <i>on Motion to Dismiss and, Alternatively, Strike Class Allegations</i> by CSC Serviceworks, Inc. (Attachments: # <a href="#">1</a> Proposed Order) (Williams, Paul) (Entered: 11/29/2018)
11/30/2018	<a href="#">18</a>	ORDER approving the proposed motion briefing schedule <a href="#">17</a> . Ordered by Judge I. Leo Glasser on 11/30/2018. (Kessler, Stanley) (Entered: 11/30/2018)
12/12/2018	<a href="#">19</a>	Joint MOTION to Continue <i>Initial Discovery Planning Conference</i> by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Proposed Order) (Williams, Paul) (Entered: 12/12/2018)
12/13/2018		ORDER granting <a href="#">19</a> Motion to Continue -- The motion is granted on consent; the initial conference previously scheduled for December 19, 2018, is adjourned without date pending the resolution of the motion to dismiss. Ordered by Magistrate Judge James Orenstein on 12/13/2018. (Roantree, Bronwyn) (Entered: 12/13/2018)
01/16/2019	<a href="#">20</a>	RESPONSE in Opposition re <a href="#">15</a> MOTION to Dismiss for Failure to State a Claim <i>And, Alternatively, Strike Class Allegations</i> filed by MJM Visions, LLC. (Attachments: # <a href="#">1</a>

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		Declaration of James McKenna, # <a href="#">2</a> Declaration of Benjamin H. Richman) (Richman, Benjamin) (Entered: 01/16/2019)
01/29/2019	<a href="#">21</a>	NOTICE of Appearance by William Edward Vita on behalf of CSC Serviceworks, Inc. (aty to be noticed) (Vita, William) (Entered: 01/29/2019)
02/13/2019	<a href="#">22</a>	REPLY in Support of <i>Its Motion to Dismiss And, Alternatively, Strike Class Allegations</i> filed by CSC Serviceworks, Inc.. (Williams, Paul) (Entered: 02/13/2019)
03/15/2019	<a href="#">23</a>	NOTICE by MJM Visions, LLC re <a href="#">20</a> Response in Opposition to Motion, <i>Notice of Supplemental Authority</i> (Attachments: # <a href="#">1</a> Attachment A: Supplemental Authority) (Richman, Benjamin) (Entered: 03/15/2019)
03/19/2019	<a href="#">24</a>	NOTICE by CSC Serviceworks, Inc. re <a href="#">23</a> Notice(Other) of <i>Defendant's Response to Plaintiff's Notice of Supplemental Authority</i> (Williams, Paul) (Entered: 03/19/2019)
06/12/2019	<a href="#">25</a>	ORDER granting <a href="#">15</a> Motion to Dismiss for Lack of Subject Matter Jurisdiction Ordered by Judge I. Leo Glasser on 6/12/2019. (Perlman, Alexa) (Entered: 06/12/2019)
06/13/2019	<a href="#">26</a>	CLERK'S JUDGMENT, that CSC's motion to dismiss is granted for lack of subject matter jurisdiction. Signed by Douglas C. Palmer, Clerk of Court, By J. Poveda, Deputy Clerk on 6/13/2019. (Layne, Monique) (Entered: 06/13/2019)

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

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10/12/2021 17:50:01			
<b>PACER Login:</b>	ka1410ed	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	1:18-cv-04452-ILG-JO
<b>Billable Pages:</b>	5	<b>Cost:</b>	0.50

# Exhibit C



**U.S. District Court**  
**Eastern District of New York (Central Islip)**  
**CIVIL DOCKET FOR CASE #: 2:17-cv-07464-JMA-AKT**

Kay-Kay Realty Corp. v. CSC Serviceworks, Inc.  
Assigned to: Judge Joan M. Azrack  
Referred to: Magistrate Judge A. Kathleen Tomlinson  
Demand: \$5,000,000  
Cause: 28:1332 Diversity-(Citizenship)

Date Filed: 12/22/2017  
Date Terminated: 04/02/2018  
Jury Demand: Plaintiff  
Nature of Suit: 190 Contract: Other  
Jurisdiction: Diversity

**Plaintiff**

**Kay-Kay Realty Corp.**  
*individually and on behalf of all others*  
*similarly situated*

represented by **Benjamin H. Richman**  
Edelson PC  
350 North LaSalle Street  
13th Floor  
Chicago, IL 60654  
312-589-6370  
Fax: 312-589-6378  
Email: brichman@edelson.com  
**LEAD ATTORNEY**  
**PRO HAC VICE**  
**ATTORNEY TO BE NOTICED**

**Sydney M. Janzen**  
Edelson PC  
350 North La Salle St, 14th Floor  
Chicago, IL 60654  
312-589-6370  
Fax: 312-589-6378  
Email: sjanzen@edelson.com  
**PRO HAC VICE**  
**ATTORNEY TO BE NOTICED**

V.

**Defendant**

**CSC Serviceworks, Inc.**  
*a Delaware corporation*

represented by **Paul A Williams**  
Shook, Hardy & Bacon, LLP  
1660 17th Street  
Suite 450  
Denver, CO 80202  
303-285-5300  
Email: pwilliams@shb.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**William Edward Vita**

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*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Paul B. La Scala**  
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949-475-1500  
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Email: plascala@shb.com  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

Date Filed	#	Docket Text
12/22/2017	<a href="#">1</a>	COMPLAINT against CSC Serviceworks, Inc. filing fee \$ 400, receipt number 0207-10072572 Was the Disclosure Statement on Civil Cover Sheet completed - No., filed by Kay-Kay Realty Corp.. (Attachments: # <a href="#">1</a> Civil Cover Sheet, # <a href="#">2</a> Proposed Summons) (Richman, Benjamin) Modified on 12/27/2017 (Flanagan, Doreen). (Entered: 12/22/2017)
12/22/2017		NOTICE :The Clerk's Office cannot assign this case without a completed Civil Cover Sheet. Counsel is directed to forward a completed (2 Page Form)Civil Cover Sheet, answering <b>***ALL***questions ***on the NY-E Division of Business Rule 50.1(d)(2) section on the second page***.*** Please use the event Proposed Summons/Civil Cover Sheet (Davis, Kimberly) (Entered: 12/22/2017)</b>
12/22/2017	<a href="#">2</a>	Civil Cover Sheet.. Re <a href="#">1</a> Complaint, by Kay-Kay Realty Corp. (Richman, Benjamin) Modified on 12/27/2017 (Flanagan, Doreen). (Entered: 12/22/2017)
12/27/2017	<a href="#">3</a>	This attorney case opening filing has been checked for quality control. See the attachment for corrections that were made. (Bowens, Priscilla) Modified on 12/27/2017 (Flanagan, Doreen). (Additional attachment(s) added on 12/27/2017: # <a href="#">1</a> Additional Quality Control Check Sheet) (Flanagan, Doreen). (Entered: 12/27/2017)
12/27/2017		Proposed summons is rejected; the caption does not reflect the caption of the Complaint (Kay-Kay Realty Corp.). Counsel is advised to submit a corrected proposed summons using the event Proposed Summons/Civil Cover Sheet. (Flanagan, Doreen) (Entered: 12/27/2017)
12/27/2017		Case Assigned to Judge Joan M. Azrack and Magistrate Judge A. Kathleen Tomlinson. Please download and review the Individual Practices of the assigned Judges, located on our <a href="#">website</a> . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such. (Flanagan, Doreen) (Entered: 12/27/2017)
12/27/2017	<a href="#">4</a>	In accordance with Rule 73 of the Federal Rules of Civil Procedure and Local Rule 73.1, the parties are notified that <i>if</i> all parties consent a United States magistrate judge of this court is available to conduct all proceedings in this civil action including a (jury or nonjury) trial and to order the entry of a final judgment. Attached to the Notice is a blank copy of the consent form that should be filled out, signed and filed electronically <b>only if all</b>

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		parties wish to consent. The form may also be accessed at the following link: <a href="http://www.uscourts.gov/uscourts/FormsAndFees/Forms/AO085.pdf">http://www.uscourts.gov/uscourts/FormsAndFees/Forms/AO085.pdf</a> . <b>You may withhold your consent without adverse substantive consequences. Do NOT return or file the consent unless all parties have signed the consent.</b> (Flanagan, Doreen) (Entered: 12/27/2017)
12/27/2017		This case has been opened in the Eastern District of New York. Attorney Benjamin H. Richman if you plan to continue representing your client, you must be admitted to practice before this court. You must do so by applying for Pro Hac Vice or permanent admission. To apply for Pro Hac Vice admission, you must first register for an ECF login and password. Please visit the Court's website at <a href="http://www.nyed.uscourts.gov/attorney-admissions">www.nyed.uscourts.gov/attorney-admissions</a> for guidance. Once registered, you must electronically file a Motion to Appear Pro Hac Vice. You must pay the required pro hac vice fee online. (Flanagan, Doreen) (Entered: 12/27/2017)
12/27/2017	<a href="#">5</a>	Proposed Summons. by Kay-Kay Realty Corp. (Richman, Benjamin) (Entered: 12/27/2017)
12/29/2017	<a href="#">6</a>	Summons Issued as to CSC Serviceworks, Inc.. (Ortiz, Grisel) (Entered: 12/29/2017)
01/08/2018	<a href="#">7</a>	MOTION for Leave to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0207-10099751. by Kay-Kay Realty Corp.. (Attachments: # <a href="#">1</a> Affidavit, # <a href="#">2</a> Certificate of Good Standing) (Richman, Benjamin) (Entered: 01/08/2018)
01/11/2018	<a href="#">8</a>	AFFIDAVIT in Support re <a href="#">7</a> MOTION for Leave to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0207-10099751. by Kay-Kay Realty Corp.. (Richman, Benjamin) (Entered: 01/11/2018)
01/11/2018	<a href="#">9</a>	MOTION for Leave to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0207-10110350. by Kay-Kay Realty Corp.. (Attachments: # <a href="#">1</a> Affidavit in Support, # <a href="#">2</a> Certificate of Good Standing) (Janzen, Sydney) (Entered: 01/11/2018)
01/16/2018	<a href="#">10</a>	SUMMONS Returned Executed by Kay-Kay Realty Corp.. CSC Serviceworks, Inc. served on 1/3/2018, answer due 1/24/2018. (Richman, Benjamin) (Entered: 01/16/2018)
01/16/2018		ORDER granting <a href="#">7</a> Motion for Leave to Appear Pro Hac Vice. Attorney Benjamin H. Richman is permitted to argue or try this case in whole or in part as counsel or advocate. By January 30, 2018, Attorney Richman shall register for ECF. Registration is available online at the EDNY's homepage. Once registered, Attorney Richman shall file a notice of appearance and ensure that he receives electronic notification of activity in this case. Ordered by Magistrate Judge A. Kathleen Tomlinson on 1/16/2018. (McCuiston, Hannah) (Entered: 01/16/2018)
01/16/2018		ORDER granting <a href="#">9</a> Motion for Leave to Appear Pro Hac Vice. Attorney Sydney M. Jenzen is permitted to argue or try this case in whole or in part as counsel or advocate. By January 30, 2018, Attorney Jenzen shall register for ECF. Registration is available online at the EDNY's homepage. Once registered, Attorney Jenzen shall file a notice of appearance and ensure that she receives electronic notification of activity in this case. Ordered by Magistrate Judge A. Kathleen Tomlinson on 1/16/2018. (McCuiston, Hannah) (Entered: 01/16/2018)
01/17/2018	<a href="#">11</a>	NOTICE of Appearance by Sydney M. Janzen on behalf of Kay-Kay Realty Corp. (notification declined or already on case) (Janzen, Sydney) (Entered: 01/17/2018)
01/17/2018	<a href="#">12</a>	NOTICE of Appearance by Benjamin H. Richman on behalf of Kay-Kay Realty Corp. (notification declined or already on case) (Richman, Benjamin) (Entered: 01/17/2018)
01/24/2018	<a href="#">13</a>	STIPULATION re <a href="#">1</a> Complaint, <i>extension of time to answer</i> by CSC Serviceworks, Inc. (Vita, William) (Entered: 01/24/2018)

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01/25/2018	<a href="#">14</a>	ORDER TO ANSWER re <a href="#">13</a> Stipulation re <a href="#">1</a> Complaint, extension of time to answer. CSC Serviceworks, Inc. answer due 2/28/2018. Ordered by Magistrate Judge A. Kathleen Tomlinson on 1/25/2018. (Ryan, Mary) (Entered: 01/25/2018)
01/25/2018	<a href="#">15</a>	Notice of MOTION for Leave to Appear Pro Hac Vice <i>Paul B. La Scala</i> Filing fee \$ 150, receipt number 0207-10145367. by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Affidavit Paul B. La Scala, # <a href="#">2</a> Proposed Order) (La Scala, Paul) (Entered: 01/25/2018)
01/26/2018		ORDER deferring ruling on <a href="#">15</a> Motion for Leave to Appear Pro Hac Vice. The Court is in receipt of the motion for leave to appear pro hac vice filed by Attorney Paul La Scala. Before the Court can rule on this motion, the Court requires that the original certificate(s) of good standing be forwarded to Chambers for review. Counsel is therefore directed to mail the original certificate(s) to the attention of the Hon. A. Kathleen Tomlinson, 100 Federal Plaza, Central Islip, NY 11722. Once the Court has received the original certificate(s), it will rule on the motion. Ordered by Magistrate Judge A. Kathleen Tomlinson on 1/26/2018. (McCuiston, Hannah) (Entered: 01/26/2018)
01/29/2018		ORDER granting <a href="#">15</a> Motion for Leave to Appear Pro Hac Vice. The Court is in receipt of Attorney La Scala's original certificate of good standing. As such, and on review of Attorney La Scala's application, the Court is granting counsel's motion for leave to appear pro hac vice. Attorney La Scala is permitted to argue or try this case in whole or in part as counsel or advocate. By February 12, 2018, Attorney La Scala shall register for ECF. Registration is available online at the EDNY's homepage. Once registered, Attorney La Scala shall file a notice of appearance and ensure that he receives electronic notification of activity in this case. Ordered by Magistrate Judge A. Kathleen Tomlinson on 1/29/2018. (McCuiston, Hannah) (Entered: 01/29/2018)
01/29/2018	<a href="#">16</a>	NOTICE of Appearance by Paul B. La Scala on behalf of CSC Serviceworks, Inc. (notification declined or already on case) (La Scala, Paul) (Entered: 01/29/2018)
01/30/2018	<a href="#">17</a>	MOTION for Leave to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0207-10157023. by CSC Serviceworks, Inc.. (Attachments: # <a href="#">1</a> Affidavit) (Williams, Paul) (Entered: 01/30/2018)
01/31/2018		ORDER deferring ruling on <a href="#">17</a> Motion for Leave to Appear Pro Hac Vice. The Court is in receipt of the motion for leave to appear pro hac vice filed by defense counsel. Before the Court can rule on this motion, the Court requires that the original certificate(s) of good standing be forwarded to Chambers for review. Counsel is therefore directed to mail the original certificate(s) to the attention of the Hon. A. Kathleen Tomlinson, 100 Federal Plaza, Central Islip, NY 11722. Once the Court has received the original certificate(s), it will rule on defense counsel's motion. Ordered by Magistrate Judge A. Kathleen Tomlinson on 1/31/2018. (McCuiston, Hannah) (Entered: 01/31/2018)
02/07/2018		ORDER granting <a href="#">17</a> Motion for Leave to Appear Pro Hac Vice. Attorney Paul Anthony Williams is permitted to argue or try this case in whole or in part as counsel or advocate. By February 21, 2018, Attorney Williams shall register for ECF. Registration is available online at the EDNY's homepage. Once registered, Attorney Williams shall file a notice of appearance and ensure that he receives electronic notification of activity in this case. Also, Attorney Williams shall ensure that the \$150 admission is submitted to the Clerk's Office. Ordered by Magistrate Judge A. Kathleen Tomlinson on 2/7/2018. (McCuiston, Hannah) (Entered: 02/07/2018)
02/14/2018	<a href="#">18</a>	NOTICE of Appearance by Paul A. Williams on behalf of CSC Serviceworks, Inc. (notification declined or already on case) (Williams, Paul) (Entered: 02/14/2018)
02/22/2018	<a href="#">19</a>	Second MOTION for Extension of Time to File Answer re <a href="#">1</a> Complaint, by CSC Serviceworks, Inc.. (Vita, William) (Entered: 02/22/2018)

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02/23/2018		ORDER re <a href="#">19</a> : The Court acknowledges receipt of the stipulation further extending the defendant's time to answer or otherwise respond to the Complaint. Counsel, however, has failed to explain why a second extension of time is necessary. See Individual Practice Rules I.D. The Court will not act on the application until it has been provided with this information. Ordered by Magistrate Judge A. Kathleen Tomlinson on 2/23/2018. (McCuiston, Hannah) (Entered: 02/23/2018)
02/23/2018	<a href="#">20</a>	Second MOTION for Extension of Time to File Answer re <a href="#">1</a> Complaint, ( <i>revised stipulation</i> ) by CSC Serviceworks, Inc.. (Vita, William) (Entered: 02/23/2018)
02/26/2018	<a href="#">21</a>	ORDER finding as moot <a href="#">19</a> Motion for Extension of Time to Answer ; granting <a href="#">20</a> Motion for Extension of Time to Answer. CSC Serviceworks, Inc. answer due 3/30/2018. NO FURTHER EXTENSIONS. Ordered by Magistrate Judge A. Kathleen Tomlinson on 2/26/2018. (Ryan, Mary) Modified on 2/26/2018 to add text to entry (Ryan, Mary). (Entered: 02/26/2018)
02/28/2018	<a href="#">22</a>	NOTICE of Change of Address by Sydney M. Janzen (Janzen, Sydney) (Entered: 02/28/2018)
03/20/2018	<a href="#">23</a>	NOTICE of Change of Address by Benjamin H. Richman (Richman, Benjamin) (Entered: 03/20/2018)
03/30/2018	<a href="#">24</a>	STIPULATION of Dismissal by Kay-Kay Realty Corp. (Richman, Benjamin) (Entered: 03/30/2018)
04/02/2018	<a href="#">25</a>	ORDER DISMISSING CASE; Case closed. SO Ordered by Judge Joan M. Azrack on 4/2/2018. (Cubano, Jazmin) (Entered: 04/02/2018)

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**Transaction Receipt**

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Hearing Date: 10/25/2021 10:00 AM - 10:00 AM  
Courtroom Number:  
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CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH07319

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# Appendix B

## Relevant Settlement Terms

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

The complete terms of the Amended Settlement are set forth in Exhibit 1 to Plaintiffs' Memorandum in Support of Preliminary Approval of Amended Class Action Settlement (the "Mem."), but its key terms are included below for the Court's convenience.

**A. Class Definition.**

The Settlement Class is defined as "all Persons having existing leases with CSC on May 1, 2017, that were assessed and/or subject to one or more Administrative Fees, whether or not any fee has ever been collected, from May 2017 through the date of Preliminary Approval." (Amended Settlement § 1.27.)<sup>1</sup> Discovery has revealed that there are approximately 85,000 leases at issue. (Richman Decl. ¶ 6.) This is the same nationwide class that was originally proposed in the *Kay-Kay* and *MJM Visions* actions, as well as in the initially proposed class action settlement of this matter. In short, there is no broadening of the class definition here without providing any additional relief or evidentiary support. *See, e.g., Lee v. Buth-Na-Bodhaige, Inc.*, 2019 IL App (5th) 180033, ¶ 89 (expressing concern about class periods encompassing more people without additional funds being made available).

**B. Settlement Payments.**

Settlement Class Members who file a simple claim form can get a check amounting to half of their share of the Administrative Fee that they paid in connection with the lease in effect on May 1, 2017, when the Administrative Fee was first imposed. (Amended Settlement § 2.1.)

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<sup>1</sup> Excluded from the Settlement Class are (i) all individuals and entities who have had their claims regarding the Administrative Fee adjudicated on the merits or otherwise released; (ii) any Judge or Magistrate presiding over the Action or the actions listed in Paragraph B regarding the Administrative Fee and their family members; (iii) CSC, its subsidiaries, parents, successors, predecessors, and any entity in which CSC or its parents have a controlling interest and its current or former employees, officers, and directors; (iv) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (v) counsel for all Parties and their family members. Any person who timely excluded himself, herself, or itself in connection with the initially proposed Settlement will have that exclusion honored unless they submit a Claim Form in connection with the Amended Settlement. (Amended Settlement § 1.27.)

No more equations to run through to estimate a possible payment, no options with competing relief and increased rate freezes, no *de minimis* thresholds to meet before one can get a settlement payment, no refunds paid out over time. (*Id.*) The settlement payment section that previously required a two-page explanation (with footnotes) in previous briefs now requires little more than one line of text: send in a short Claim Form and get back half of the Administrative Fees you paid. (*Id.*) The cumbersome provisions in the original settlement are gone. The value proposition of the Amended Settlement simply cannot be any clearer to Settlement Class Members.

**C. Forgiveness of Outstanding Debts.**

The Amended Settlement does even more. Besides funding the settlement payments, CSC has agreed to forgive \$45.5 million in outstanding debt that any Settlement Class Member may owe based on deficits in revenues received compared to the minimum base compensation those Settlement Class Members owed to CSC according to their leases. (*Id.* §§ 2.5, 3; Epstein Decl. ¶¶ 8–12.) Additionally, CSC will release any claim to the \$152 million in uncompensated expenses that the Settlement Class Members purportedly owe it, and that are the subject of CSC’s counterclaims in the other cases, including the *RBB2* action. (Amended Settlement §§ 2.5, 3; Epstein Decl. ¶¶ 6–7.) While CSC’s claims against Settlement Class Members have not been decided on the merits, as evidenced in the *RBB2* action, described above, and others, CSC has not been reluctant to assert them in counterclaims or standalone actions.

**D. Injunctive Relief: Suspension of Administrative Fee, Rate Freeze, and New Disclosures.**

Yet another way in which the Amended Settlement adds significant additional relief beyond its predecessor: Settlement Class Members who submit a Claim Form are entitled to a suspension of the Administrative Fee on any lease originally in effect on May 1, 2017 (the date



when the Administrative Fee first started to be charged) that hasn't been renewed or re-signed. (Amended Settlement § 2.2.) The rationale being that, if Settlement Class Members did not have an opportunity to cancel, renegotiate, or renew their lease since the disputed Fee was charged, then they should not have to pay the Administrative Fee unless they have or had that opportunity. This injunctive relief provides class members who have not had such an opportunity the right to still continue to use CSC's services without imposition of the Administrative Fee, until they have the opportunity to make their own choice on what direction to take in their relationship with CSC.

The rate freeze called for in the Amended Settlement also improves upon the original. Gone are the competing options with different rates that apply, which would have set caps of 14.99% and 17.99% depending on the option chosen. (*Id.* § 2.3.) Instead, all Settlement Class Members—even those that do submit a Claim Form—are entitled to a rate freeze of the Administrative Fee at 9.75% for two years.<sup>2</sup> (*Id.*)

The Amended Settlement also requires that CSC expressly disclose the existence, application, and rate of the Administrative Fee in all new CSC contracts or contract addendums or amendments in the future. (*Id.* § 2.4.) This will ensure that the information that was allegedly missing from Plaintiffs' leases, and that formed the basis of the underlying lawsuits, will be included going forward for all future CSC customers.

**E. Payment of Supplemental Notice and Administrative Costs.**

Subject to Court approval, CSC has now agreed to pay separately (*i.e.*, not out of any settlement payments to Settlement Class Members) the costs associated with retaining the well-

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<sup>2</sup> For the avoidance of doubt, no lease subject to the suspension of the Administrative Fee described above will have an Administrative Fee charged unless or until the Class Member enters a renewed lease or otherwise renews or negotiates a new lease, lease amendment, or lease addendum with CSC. (Amended Settlement § 2.3.)

regarded claims administrator KCC Class Action Services LLC to assist with sending Supplemental Notice and processing Claim Forms and settlement payments in connection with the Amended Settlement. (*Id.* § 1.25.) All administrative costs associated with the Amended Settlement will be borne solely by CSC. (*Id.* § 1.26.)

**F. Payment of Attorneys' Fees, Costs, and Incentive Awards.**

CSC has agreed to pay Plaintiffs' reasonable attorneys' fees in an amount determined by the Court, independent from any other monetary relief in the Settlement. (*Id.* § 1.13.) In other words, any award of attorneys' fees to proposed Class Counsel will be paid separate and apart from the settlement payments to the Settlement Class and will *not* reduce that relief whatsoever. CSC has agreed not to object to proposed Class Counsel's petition for attorneys' fees and expenses if the request is limited to no more than \$5 million. (*Id.* § 8.1.) For their part, proposed Class Counsel has agreed not to seek more than \$8 million in attorneys' fees. (*Id.*) CSC has also agreed, subject to the Court's approval, to pay each Plaintiff an incentive award in the amount of \$5,000 in recognition of their respective efforts as Class Representatives. (*Id.* § 8.2.) This amount too will be paid separate and apart from the broader relief available to the Settlement Class.

**G. Mutual Releases of Liability.**

In exchange for the relief described above, CSC, its officers, and its agents will be released from any and all federal or state claims relating to the collection of the Administrative Fee, while Plaintiffs and Settlement Class Members will be released from all claims relating to: (i) the deficit between the minimum base compensation Settlement Class Members owed to CSC and the gross collections from the Settlement Class Members' laundry operations; and (ii) costs related to CSC's business relationships with the Settlement Class Members for which it contends

it is entitled to receive, but has not received, reimbursement. (*Id.* § 3.)