IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH MANTHA on behalf of himself and others similarly situated,	:	
	:	
	:	
Plaintiff,	:	
	:	Case No. 1:19-cv-12235-LTS-PK
v.	:	
	:	
QUOTEWIZARD.COM, LLC	:	
	:	
Defendant.	:	
	:	
	:	
	:	

PLAINTIFF'S MOTION FOR CLASS CERTIFICATION

Plaintiff Joseph Mantha moves the Court under Federal Rule of Civil Procedure 23 for an order certifying this case as a class action. The reasons for granting this motion are explained in the supporting memorandum and exhibits thereto.

Dated: January 12, 2024

Respectfully Submitted,

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<u>CERTIFICATE OF SERVICE</u>

I hereby certify that on January 12, 2024, I electronically transmitted the foregoing to all counsel of record via the electronic filing system.

By: */s/ John W. Barrett*
        John W. Barrett

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EXHIBIT 1

Action	Date	Direction	SystemPhone	UserPhone	Message	AgentPhone	Duration
SMS	8/23/2019 13:03	Outbound	5015576238	508***9690	Hello Joe! I just attempted reaching you for our planned call. When is a more appropriate time to reschedule?		
Call	8/23/2019 13:00	Outbound	5015576238	508***9690			64.66
SMS	8/23/2019 12:50	Outbound	5015576238	508***9690	Hey Joe! Reminder, Iâ€™ll call in 10 min about free auto insurance quote you wanted. Once you hear the message, press 1 to talk to me - Amanda@QW		
SMS	8/19/2019 22:20	Inbound	5015576238	508***9690	Thanks.		
SMS	8/19/2019 22:20	Outbound	5015576238	508***9690	Sounds good to me! I will get in touch W/ you Fri, Aug 23, at 1:00PM!		
SMS	8/19/2019 22:19	Inbound	5015576238	508***9690	Friday at 1		
SMS	8/19/2019 22:19	Outbound	5015576238	508***9690	I can't! When are you available Mon thru Thur 9 a.m.-8 p.m. or Friday 9a-7:30p EST?		
SMS	8/19/2019 22:19	Inbound	5015576238	508***9690	Friday at 1		
SMS	8/19/2019 22:18	Outbound	5015576238	508***9690	Okay: What time do you want me to call? Iâ€™m free Mon 4pm, W 10am, F 1pm EST. Can you do any of those or is there a different time to call?		
SMS	8/19/2019 22:18	Inbound	5015576238	508***9690	Tomorrow works		
SMS	8/19/2019 22:13	Outbound	5015576238	508***9690	I can give you a quote for a variety of plans for auto insurance to fit your needs-- When can we have a quick call?		
SMS	8/19/2019 22:11	Inbound	5015576238	508***9690	How do I get a quote?		
SMS	8/19/2019 15:31	Outbound	5015576238	508***9690	Joe, Amanda from QuoteWizard here, with one final follow up. Get the auto insurance info you requested? We are just a quick call away!		
SMS	8/13/2019 15:15	Outbound	5015576238	508***9690	Hi this is Amanda! Are you looking for an accurate estimate, Joe? We can review your options together. Call me when you're free, it won't take long!		
SMS	8/13/2019 10:32	Outbound	5015576238	508***9690	Hey, it's Amanda following up. When's a good day for us to talk Joe? You requested a quote on auto insurance. Message me if you're still interested!		
SMS	8/12/2019 14:41	Outbound	5015576238	508***9690	Hi it's Amanda! Are you free to go over details for your auto quote? Joe, we guide you through this. Give me a ringâ€¤		
SMS	8/12/2019 11:17	Outbound	5015576238	508***9690	It's Amanda! Insurance quotes that fit your requirements are closer than you think, Joe. Let's get in touch and go over everything.		

Action	Date	Direction	SystemPhone	UserPhone	Message	AgentPhone	Duration
SMS	8/9/2019 18:20	Outbound	5015576238	508***9690	Hi Joe, this is Amanda. Are you available? I can help get your insurance estimate. Text when I could call to discuss this because it may save you cash!		
SMS	8/9/2019 13:13	Outbound	5015576238	508***9690	Hey it's Amanda. Do you think we could talk soon, Joe? We have information that could lead you to the auto insurance estimate you were asking about!		
SMS	8/9/2019 11:24	Outbound	5015576238	508***9690	I'm Amanda with QuoteWizard messaging you about car insurÐ°nce coverage. Did you still need help? We can go over the choices once you get time to spare!		

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EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

	:	
JOSEPH MANTHA on behalf of himself and others similarly situated,	: :	
	:	Case No. 1:19-cv-12235-LTS-PK
Plaintiff,	:	
	:	
v.	:	
	:	
QUOTEWIZARD.COM, LLC	:	
	:	
Defendant.	:	
	:	
	/	

EXPERT REPORT OF ANYA VERKHOVSKAYA

SEPTEMBER 22, 2023

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Expert Report of Anya Verkhovskaya
Mantha v. QuoteWizard.com LLC, Case No. 1:19-cv-12235-LTS-PK (D. Mass)

I, Anya Verkhovskaya, hereby state as follows:

I.   INTRODUCTION

1.   Plaintiff's counsel ("counsel") asked me to analyze telemarketing telephone text records produced in the above-captioned matter by an entity called Drips, LLC ("Drips") acting on behalf of the defendant QuoteWizard.com, LLC ("QuoteWizard") in order to identify class members, in addition to plaintiff Joseph Mantha,[1] who all received text solicitations on behalf of QuoteWizard.

2.   Counsel also asked me to remove from the text record analysis telephone numbers that, as per counsel, QuoteWizard claimed were originally obtained via consumers' alleged visits to QuoteWizard's own websites, identified in QuoteWizard's production as "onsite" leads, and to focus my analysis solely on telephone numbers that QuoteWizard purchased from third party lead generators.

3.   Counsel also asked me to focus my text record analysis on those telephone numbers to which QuoteWizard made no claim that Drips did not have its authority to send telemarketing texts to that telephone number on its behalf, on texts that were sent to and received by the consumer, and on the telephone numbers of consumers who complained in response to their receipt of QuoteWizard telemarketing texts. Counsel also asked me to exclude from the analysis consumers who responded with interest to QuoteWizard's telemarketing texts, and to only include those for whom QuoteWizard paid Drips for the lead.

4.   It is my understanding that Plaintiff alleges that the texts transmitted to consumers by Drips on behalf of QuoteWizard violated the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227 *et seq.*, in that they were made to persons whose telephone numbers were listed

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[1] This Court has already recognized that Mr. Mantha received text solicitations from QuoteWizard on his wireless number listed on the Do Not Call Registry, and that he did not consent to receive such texts. *See Mantha v. Quotewizard.com*, LLC, 2021 U.S. Dist. LEXIS 245059, * 23 (D. Mass. Dec. 3, 2021) (Report and Recommendation, adopted at 2022 U.S. Dist. LEXIS 19502 (Feb. 3, 2022).

on the National Do Not Call Registry (the "NDNCR"). Specifically, Plaintiff's counsel asked me to opine whether, at the time of the texts, I can:

    a. Reliably limit the class to consumers whose telephone numbers were purchased by QuoteWizard from third party lead generators; whose telephone numbers were sent to Drips by QuoteWizard with authority to text; to telephone numbers that received the texts at issue; and to telephone numbers of consumers who responded to the texts with a request that the telemarketing cease;

    b. After limiting the class per the above guidelines, reliably identify telephone numbers that received two or more texts from or on behalf of the Defendant, within any 12-month period, after being on the NDNCR for 32 days or more;

    c. Limit the class to consumers who did not respond to QuoteWizard's texts expressing interest, and for whom QuoteWizard paid Drips for the lead;

    d. Limit the class to consumers who are not subject to QuoteWizard's additional "authority" arguments;

    e. Limit the class to consumers with telephone numbers that are not identified as business telephone numbers;

    f. Identify the proposed class in accordance with the standards of Federal Rules of Civil Procedure Rule 23 and due process requirements.

5.   It is my understanding that Plaintiff's counsel is seeking for the Court to certify the following class:

> All persons within the United States (a) whose residential telephone numbers were listed on the National Do Not Call Registry, and (b) who received more than one telemarketing text within any twelve-month period at any time from Drips, (c) to promote the sale of QuoteWizard's goods or services, and d) the telephone numbers that meet the class list definition criteria in the Expert Report of Anya Verkhovskaya.

6.   I was responsible for the analysis that formed the basis of the opinions stated in this Expert Report. Contractors executed some aspects of this analysis working under my supervision and at my direction, all of whom are contracted by Class Experts Group, LLC (CEG).

7.   Plaintiff's counsel retained me at an hourly rate of $525.00 for analysis and $675.00 for testimony in deposition, at a hearing, or in trial. My compensation does not depend upon the opinions that I offer or on the outcome of this matter.

8.   In the past ten years, I have authored no publications.

9.   I am over the age of 21 and I am not a party to this action.

10.   I am not a member of any of the classes proposed for certification by Plaintiff.

11.   I have testified as an expert witness at deposition or trial in the last four years in the cases listed within Exhibit A.

II.   SUMMARY OF OPINIONS

1.   **OPINION 1:** Using the data produced in discovery by QuoteWizard and in response to subpoena from various third parties, I was able to reliably limit the proposed class to consumers whose telephone numbers were purchased by QuoteWizard from third party lead generators; whose telephone numbers were sent to Drips by QuoteWizard with authority to text; to telephone numbers that received the texts at issue, and to consumers who responded to the texts with a request that the telemarketing cease.

2.   **OPINION 2:** Using the data produced in discovery in by Drips, Bandwidth and Twilio, and after limiting the proposed class as instructed, there is a reliable and efficient method to determine whether two or more texts were delivered within any 12-month period to telephone numbers that had been on the NDNCR for 32 days or more.

3.   **OPINION 3:** Using the data produced in discovery by QuoteWizard, Drips, Bandwidth and Twilio, there is a reliable and efficient method to remove from the proposed class the telephone numbers of consumers who responded to the QuoteWizard texts with an expression of interest, and for whom QuoteWizard paid Drips for the lead.

4.   **OPINION 4:** Using the data produced in discovery by QuoteWizard, Drips, Bandwidth and Twilio, there is a reliable and efficient method to remove from the proposed class the telephone numbers of consumers who QuoteWizard claims it did not authorize Drips to text.

5.   **OPINION 5:** Using the data produced in discovery along with reliable commercially available databases, there is a reliable and efficient method by which it can be

determined whether Defendant and/or agents acting on its behalf texted business telephone numbers, if any, for those telephone numbers to be removed from the proposed class.

6.   **OPINION 6:** Using the consumer data produced in discovery by QuoteWizard, as supplemented as needed by commercially available databases connecting telephone numbers to the names and addresses of consumers, there is a reliable method of efficiently and effectively issuing notice to potential class members in accordance with the standards of Federal Rules of Civil Procedure Rule 23 and due process requirements.

7.   My opinions are based on the data available to me as of today. I reserve the right to supplement or amend this Expert Report should new and/or additional data or information be provided by the Defendant.

III.   EXPERIENCE AND QUALIFICATIONS

12.   I am the President and Chief Executive Officer of Class Experts Group, LLC , a firm that offers litigation support services, including as consulting or testifying experts, with a focus on data management and data analysis, particularly in the area of TCPA, consumer protection, human and civil rights class actions. CEG also provides class notification, claims administration, and consumer protection class action litigation support services.

13.   I have more than two decades of experience serving as an expert witness or court-approved administrator in various class action matters, including hundreds of TCPA cases and consumer protection, employment, antitrust, securities fraud, ERISA, human and civil rights, and other class action claims. My resumé describes my experience and qualifications in more detail and is attached within Exhibit A.

14.   In my professional experience, I have analyzed, overseen, and directed data analysis, and made determinations regarding sets of data containing billions of records, including but not limited to the analysis of telephone call/text records; credit card company records; governmental agency data files; life, automobile, medical, and title insurance records; medical

billing records; mortgage, securities, and other banking records; and other large-volume data sets from dozens of industries.

15.   As a result of this experience, I am familiar with numerous and diverse methods and systems that are commonly used to perform reliable record analysis on voluminous sets of data, including, but not limited to loading, standardizing, transformation, querying, and cross-referencing.

16.   I have extensive experience in identifying and locating class members in order to administer class actions and related programs, involving all aspects of direct, media, digital, email, and third-party notice programs, data management, claims administration, and settlement fund distribution, both domestically and internationally.

17.   I have overseen the administration, processing, and adjudication of millions of class action claims, including analysis, classification, processing of documentation (paper and digital) and related correspondence; issuance of payment; and assuring legal and tax settlement fund compliance.

18.   I regularly serve as an expert witness, providing opinions and testimony in state and federal court cases related to class member identification and location, class certification, notice adequacy, claims administration, and settlement disbursal.

19.   I also serve as an expert witness, providing opinions and testimony in TCPA cases concerning identification of wireless telephone numbers; telephone numbers registered on the NDNCR, tallying of telephone call/text dispositions; internal do-not-call list violations; reverse-append of names, mailing, and email addresses; historical and current telephone carrier identification; address updating; historical identification of telephone numbers as business or residential; and cross-referencing data points between two or more data sets in order to aggregate or compare information. For example, my team and I provided expert reports employing or describing many of these or similar methods, and offered either deposition and/or trial testimony, including but not limited to the following TCPA cases:

Abante Rooter & Plumbing, Inc. v. Alarm.com, Inc., No. 15-cv-06314 (N.D. Cal.)

Bakov v. Consolidated World Travel, No. 15-cv-02980 (N.D. Ill.)

Baldwin v. Miracle-Ear, Inc., No. 20-01502 (D. Minn.)

Benzion v. Vivint, Inc., No. 12-cv-61826 (S.D. Fla.)

Berman v. Freedom Fin. Network, LLC, No. 18-cv-01060 (N.D. Cal.)

Biringer v. First Fam. Ins., Inc., No. 14-cv-00566 (N.D. Fla.)

Brown v. DirecTV, LLC, No. 13-cv-01170 (C.D. Cal.)

Buchanan v. Sirius XM Radio, Inc., No. 17-cv-00728 (N. D. Tex.)

Chinitz v. Intero Real Estate Services, No. 18-cv-05623 (N.D. Cal.)

Chinitz v. NRT West, Inc., No. 18-cv-06100 (N.D. Cal.)

Cordoba v. DIRECTV, LLC, No. 15-cv-03755 (N.D. Ga.)

CS Wang & Assoc. v. Wells Fargo Bank, N.A., No. 16-11223 (N.D. Ill.)

Drayton v. Toyota Motor Credit Corp., No. 16-cv-00046 (M.D. Fla.)

Duchene v. Westlake Services, LLC, No. 13-cv-01577 (W.D. Pa.)

Fabricant v. AmeriSave Mortgage, No. 19-04659 (C.D. Cal.)

Fitzgerald v. Universal Pictures, No. 16-cv-01193 (M.D. Fla.)

Garcia v. Target Corp., No. 16-cv-20727 (S.D. Fla.)

Gilmore v. USCB Corp., No. 17-cv-00119 (M.D. Ga.)

Goins v. Palmer Recovery Attys., PLLC, No. 17-cv-00654 (M.D. Fla.)

Heidarpour v. Cent. Payment Co. LLC, No. 15-cv-00139 (M.D. Ga.)

Hennie v. ICOT Hearing Systems, LLC d/b/a ListenClear, No. 18-02045 (N.D. Ga.)

Hopkins v. Modernize, Inc., No. 17-cv-40087 (D. Mass.)

Hossfeld v. Compass Bank, No. 16-cv-02017 (N.D. Ala.)

Jenkins v. National Grid USA, No. 15-cv-01219 (E.D.N.Y.)

Johansen v. One Planet Ops, Inc., No. 16-cv-00121 (S.D. Ohio)

Johnson v. Comodo Group, Inc., No. 16-cv-04469 (D.N.J.)

Johnson v. Navient Solutions, Inc., No. 15-cv-00716 (S.D. Ind.)

Krakauer v. DISH Network, LLC, No. 14-cv-00333 (M.D.N.C.)

Manopla v. Home Depot USA, Inc., No. 15-cv-01120 (D.N.J.)

McMillion v. Rash Curtis & Assoc., No. 16-cv-03396 (N.D. Cal.)

McCurley v. Royal Seas Cruises, Inc., No. 17-0986 (S.D. Cal.)

Mey v. Frontier Commc'n Corp., No. 13-cv-01191 (D. Conn.)

Mey v. Honeywell Int'l, Inc., No. 12-cv-01721 (S.D.W. Va.)

In re Monitronics Int'l., Inc. TCPA Litig., No. 13-md-02493 (N.D. W. Va.)

Morris v. SolarCity Corp., No. 15-cv-05107 (N.D. Cal.)

Lennartson v. Papa Murphy's Int'l. LLC, 15-cv-05307 (W.D. Wash.)

Pieterson v. Wells Fargo Bank, N.A., No. 17-cv-02306 (N.D. Cal.)

Reyes v. BCA Fin. Services, Inc., No. 16-cv-24077 (S.D. Fla.)

Roberts v. Wyndham Int'l, Inc., No. 12-cv-05083 (N.D. Cal.)

Samson v. United Health Care Services, No. 19-cv-00175 (W.D. Wash.)

Slovin v. Sunrun, Inc., No. 15-cv-05340 (N.D. Cal.)

Trenz v. Volkswagen Grp of Am., No. 15-cv-08356 (C.D. Cal.)

Youngman v. A&B Ins. & Fin., No. 16-cv-01478 (M.D. Fla.)

West v. Cal. Service Bureau, Inc., No. 16-cv-0324 (N.D. Cal.)

Williams v. PillPack, LLC, No. 19-cv-05282 (W.D. Wash.)

Winters v. Capital One Bank (USA) N.A., No. 17-cv-01178 (C.D. Cal.)

Wright v. eXp Realty, LLC, No. 18-cv-01851 (M.D. Fla.)

20.   I was the court-appointed settlement administrator and managed claims processing and the fund distribution and/or was a notice expert, including but not limited to the following TCPA cases:

Benzion v. Vivint, Inc., No. 12-cv-61826 (S.D. Fla.)

Brey Corp v. Life Time Improv., Inc., No. 11-cv-00948 (D. Md.)

Brieger v. Tellabs, Inc., No. 06-cv-1882 (N.D. Ill.)

Brown v. Rita's Water Ice Franchise Co., LLC, No. 15-cv-3509 (E.D. Pa.)

Buchanan v. Sirius XM Radio, Inc., No. 17-cv-00728 (N.D. Tex.)

Collins v. Am. Consumer Shows, Inc., No. 10-cv-11912 (D. Mass.)

Desai v. ADT Security Services, Inc., No. 11-cv-1925 (N.D. Ill.)

Duchene v. Westlake Services, LLC, No. 13-cv-01577 (W.D. Pa.)

Fray-Witzer v. Metropolitan Antiques, LLC, No. 02-5827 (Mass. Super. Ct.)

Fray-Witzer v. Olde Stone Land Survey Co., No. 08-cv-04175 (Mass. Super. Ct.)

Heidarpour v. Cent. Payment Co., LLC, No. 15-cv-00139 (M.D. Ga.)

Horton v. Cavalry Portfolio Services, *LLC*, No. 13-cv-00307 (S.D. Cal.)

Ikuseghan v. MultiCare Health Sys., No. 14-cv-05539 (W.D. Wash.)

Krakauer v. DISH Network, LLC, No. 14-cv-00333 (M.D.N.C.)

LaVigne v. First Cmty. Bancshares, Inc., No. 15-cv-00934 (D.N.M.)

Luster v. Green Tree Servicing, LLC, No. 14-cv-01763 (N.D. Ga.)

Mann & Co., PC v. C-Tech Ind., Inc., No. 08-cv-11312 (D. Mass.)

Martin v. Dun & Bradstreet, Inc., No. 12-cv-00215 (N.D. Ill.)

Mey v. Herbalife Int'l, Inc., No. 01-C-263 (W.Va. Cir. Ct.)

Mey v. Interstate Nat'l Dealer Services, Inc., No. 14-cv-01846 (N.D. Ga.)

Mey v. Venture Data, LLC, No. 14-cv-00123 (N.D.W. Va.)

Milford & Ford Assoc., Inc. v. Am. Consumer Shows, No. 10-cv-11912 (D. Mass.)

Milford & Ford Assoc., Inc. v. Cell-Tek, LLC, No. 09-cv-11261 (D. Mass.)

Mohamed v. Am. Motor Co., LLC, No. 15-cv-23352 (S.D. Fla.)

Munday v. Navy Fed. Credit Union, No. 15-cv-01629 (C.D. Cal.)

Nguyen v. Vantiv LLC, No. 15-cv-02436 (N.D. Cal.)

O'Neill v. Carrington Mortgage Serv.'s, No. 19-cv-10643 (Mass. Super. Ct.)

Peltier, et al., v. Bernhardt, et al., No. 1:20-cv-03775 (D. D.C.)

Ward v. Flagship Credit Acceptance LLC, No. 17-cv-02069 (E.D. Pa.)

21.   These cases collectively identified, notified, and/or issued payment to millions of persons who met the respective class definitions in each case. Identifying, locating, notifying class members, processing claims, and issuing payment are routine processes that claims administration firms have been completing under court supervision for decades.

22.   Many of the cases listed above involved classes comprised of persons for whom the defendants did not have name/address/email information. In each case, I used industry-standard best practices to identify class members' missing contact information and ultimately to ensure payment to settlement class members who submitted valid claim forms.

23.   Courts have admitted my expert opinions and testimony about my data analysis methods, notice programs' effectiveness and efficiency, and the reliability of claims administration determinations made under my direction, in dozens of cases.

24.   In *Krakauer v. DISH Network, LLC*, No. 14-cv-00333 (M.D.N.C.), when defendants sought to exclude my report, the court noted that it had "reviewed a number of Ms. Verkhovskaya's reports and declarations during the course of these proceedings and heard her testify at trial… Based on its familiarity with her work over time and on its personal, in-court observations of her testimony, the Court finds her to be a credible witness and has no concerns about her honesty or integrity." The jury then weighed my testimony about initial data processing (call dispositions and durations), identification of telephone numbers on the NDNCR at a given point in time, and identification of residential and business telephone numbers. The jury entered a verdict in favor of the plaintiff and the class (with treble damages). In denying a later motion to set aside the verdict, the court stated that "Ms. Verkhovskaya provided clear, cogent testimony explaining her methodology and the bases for her opinions. To the extent there was conflicting evidence that questioned the validity, credibility, and weight of Ms. Verkhovskaya's opinions, the jury weighed that evidence and rejected Dish's evidence."

25.   Also, in the *Krakauer* matter, Defendant's expert opined that my method was unreliable. The court dismissed this testimony, stating that Defendant's expert "testified at some length that Ms. Verkhovskaya 'failed to apply the proper standards, the accepted standards of data analysis'" but that even "if the Court agreed that Ms. Verkhovskaya's evidence was shaky, ***which it does not***, Dish had a full opportunity to contest it and took advantage of that opportunity… The plaintiffs offered credible evidence that [the vendor] made thousands of telemarketing phone calls on Dish's behalf and as Dish's agent to residential numbers…in violation of federal law… [T]here was no miscarriage of justice." (emphasis added, citations omitted).

26.   In *McMillion v. Rash Curtis & Associates*, No. 16-cv-03396 (N.D. Cal.), a jury weighed my testimony about historical wireless identification of telephone numbers and historical reverse-append of users and/or subscribers names and addresses. The jury entered a verdict in favor of Plaintiff McMillion and the classes at $500 per each call I identified, resulting in a common fund award of $267,349,000.

27.   Several other courts have commented favorably on the record regarding my TCPA-related experience and expertise.

28.   In *Shamblin v. Obama for America*, No. 13-cv-2428 (S.D. Fla.), the court called me "amply qualified," saying that my "relevant experience, education, and training render [me] competent to offer expert testimony in TCPA cases." The court also noted that I "employ generally reliable methodologies … and utilization of LexisNexis data …"

29.   In *Reyes v. BCA Financial Services, Inc.*, No. 16-cv-24077 (S.D. Fla.), the court noted that "[s]everal other district courts have also relied on Verkhovskaya's expertise when deciding whether to certify TCPA and other classes," including *Shamblin* and *Krakauer*, before denying a *Daubert* motion to strike my expert report in that matter.

30.   In *Abante Rooter & Plumbing, Inc. v. Alarm.com*, No. 15-cv-06314 (N.D. Cal.), the court denied a motion to strike my expert report under *Daubert*, where defendant had argued that the data I relied on to identify business telephone numbers was not reliable. The court noted that the same argument had been made in Krakauer, and the court there had "rejected a similar challenge to her methodology … finding that Ms. Verkhovskaya properly used Lexis Nexis data to remove business numbers from her output list because it was the type of data reasonably relied upon by experts in the field" and the error rate in the data was normal for the field. Concurring, the court denied the *Daubert* motion and admitted my opinion into evidence.

31.   In *Chinitz v. Intero*, No. 18-cv-05623 (N.D. Cal.), the court denied a motion to strike my expert report under *Daubert*, because the defendant argued that the data I relied on to

identify business telephone numbers is not reliable. The court stated, "… Indeed, several courts have approved of Ms. Verkhovskaya's use of LexisNexis to remove business numbers from her output list as this is the type of data reasonably relied upon by experts in the field."

32.   In addition to the cases referenced above and, in my resumé, I have also overseen a number of complex, large-scale domestic and international administration programs.

33.   As the court-appointed notice administrator in the *In re Holocaust Victim Assets Litig.*, 105 F. Supp. 2d 139 (E.D.N.Y. 2000), I played a key role in a worldwide Phase I notice program that resulted in the processing of more than 500,000 initial questionnaires relating to a $1.25 billion settlement. In Phase III of that matter, I coordinated delivering notice to more than 10,000 Jewish communities in 109 countries. In both Phases I and III of that matter, I administered international help and call centers that directly assisted more than 100,000 potential claimants, created a class-appropriate notice targeting members of the Romani community in 48 countries, directed hundreds of staff in communicating with Romani communities and individuals, and notified more than two million people of the settlement.

34.   I was appointed by the government of Germany to lead notice and claims collection efforts in the German Forced Labour Compensation Programme (GFLCP). Under my direction, the program located more than 43,000 Romani survivors in 17 countries in central and eastern Europe who were potentially eligible for humanitarian aid. I oversaw creation of a comprehensive database for the GFLCP and the Holocaust Victim Assets Programme and coordinated direct assistance with claim completion for more than 11,000 Romanies in eight central and eastern European countries.

35.   I was appointed by Chairman Lawrence Eagleburger, former U.S. Secretary of State, to serve as consultant to the International Commission on Holocaust Era Insurance Claims (ICHEIC) on notice and outreach strategies and supervised the notification of claimants and face-to-face assistance programs in eastern Europe and the former Soviet Union.

36.   I was appointed by the Israeli government as the administrative director of Project HEART (Holocaust Era Asset Restitution Taskforce) to provide essential tools, strategy, and information to enable Israel and its partners to secure restitution for eligible Jewish Holocaust victims and their heirs. Project HEART was one of the most comprehensive multilingual notice campaigns ever undertaken, covering 137 countries. I assisted in launching a multilingual, interactive website, establishing a 24-hour call center in 13 languages, distributing more than 500,000 documents to potentially eligible families of Holocaust victims, handling more than 80,000 telephone calls, conducting archival research, and creating the most comprehensive online database of nearly two million records looted Jewish property. In addition, under my supervision, Project HEART reached out to 15,000 non-governmental organizations (NGOs) to engage them in the project to provide personal assistance to thousands of Holocaust victims and their heirs in making their claims.

37.   I was appointed as the Settlement Administrator in the matter of *Leslie Ann Wilkie Peltier, et al. v. Deb Haaland, et al.*,[2] No. 20-cv-03775 (D. D.C.), a class action lawsuit to redress alleged breaches of trust by the United States Department of the Interior, the United States Department of the Treasury, and the United States of America with respect to the accounting and management of two Judgment Awards of the Indian Claims Commission (ICC). The $59 million settlement provides relief to several generations of tribal families. As part of this litigation, I worked over the course of several years to develop a novel class notification and claims adjudication process that would quickly and efficiently distribute settlement funds to surviving tribal members and their heirs, many of whom are ageing. At the preliminary approval hearing, the federal judge overseeing the settlement noted that CEG was "instrumental in helping to shape the deal…"

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[2] Formerly known as *Leslie Ann Wilkie Peltier, et al. v. Scott de la Vega, et al.*, since under Federal Rule of Civil Procedure 25(d), a public officer's successor is automatically substituted as a party.

38.   At the final settlement approval fairness hearing, class counsel noted that CEG "made extensive efforts to identify and reach" the class and that CEG's class notification efforts "have met or gone beyond the Rule 23 and due process…requirements…The notice program here has been thorough…" In his order granting final class action settlement agreement approval, the court noted that CEG's class notification process provided "the best notice practicable under the circumstances…and it was reasonably calculated to reach the class members."

39.   As an indication of the notice adequacy and its expansive reach, claimants were reached beyond the USA and claims were filed by class members from six additional countries: Australia, Austria, Canada, The Netherlands, Norway, and South Korea.

IV.   DATA AND DOCUMENTS RELIED ON

40.   In the course of my work on this matter, I relied on the following data files and documents produced in this case[3] in forming my opinions outlined in this Expert Report:

a. <u>Drips Text Records.</u>[4] It is my understanding that these records evidence the telemarketing texts made by Drips on behalf of QuoteWizard.

- Outbound Set 1 [Privileged and confidential].csv
- Outbound Set 2 [Privileged and confidential].csv

b. <u>Inbound Third Party Lead Data.</u>[5] It is my understanding that these are the files produced by QuoteWizard that evidence the leads that it purchased from third party lead generators that were used to carry out the telemarketing text campaign at issue.

- An exhibit identifying these files is attached at Exhibit B.

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[3] I handled all materials with due care and confidentiality; it is my understanding that there is a standing protective order, the Standing Order re: Default Protective Order in Complex Cases, which I have received and reviewed.

[4] When working with the Drips Text Records, I utilized "Phone" as the field containing consumer telephone numbers for my analysis described in this Expert Report.

[5] When working with the Inbound Third Party Lead Data, I utilized "lead.phone", "phone", "pingTransform.phone", "data.phone", "ApplicantContactInfoPrimaryPhoneNumber", "ApplicantContactInfoDayTimePhoneNumber", "PRIMARY_PHONE_NUMBER", "Phone", "sessioncontactprimary_phone" as the fields containing consumer telephone numbers for my analysis described in this Expert Report.

c. <u>Onsite Leads.</u>[6] It is my understanding that these are the files produced by QuoteWizard that evidence consumer lead data that it originated itself from its own websites and which were not purchased from third-party lead generators.

   • An exhibit identifying these files is attached at Exhibit C.

d. <u>Drips API Data.</u>[7] It is my understanding that this is a file produced by Drips in discovery, along with a sworn declaration,[8] attesting that its API Data confirms whether a particular number was sent to Drips by QuoteWizard with authority to text. This file is entitled:

   • API Post Logs [Privileged and confidential].zip which contained Exports.csv

e. <u>Bandwidth and Twilio Text Records.</u>[9] It is my understanding that these are partial telecommunications records of the entities used by Drips to physically transmit telemarketing texts to consumers on behalf of QuoteWizard. These files were produced in response to subpoena by Bandwidth and Twilio.

   • BAND-202002-202112.csv
   • BAND-202105-202112.csv
   • Full_Quote_Wizard_Report.csv

f. <u>Do Not Call Files.</u>[10] It is my understanding that these are the files produced in discovery by QuoteWizard and Drips identifying consumers who responded to their receipt of QuoteWizard telemarketing texts with a demand that

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[6] When working with the Onsite Leads, I utilized "lead.phone", "phone", "pingTransform.phone", "data.phone", "ApplicantContactInfoPrimaryPhoneNumber", "ApplicantContactInfoDayTimePhoneNumber", "PRIMARY_PHONE_NUMBER", "Phone", "sessioncontactprimary_phone" as the fields containing consumer telephone numbers for my analysis described in this Expert Report.

[7] When working with the Drips API Data, I utilized "Phone" as the field containing consumer telephone numbers for my analysis described in this Expert Report.

[8] Declaration of Tom Martindale dated July 10, 2023.

[9] When working with the Bandwidth and Twilio Text Records, I utilized "CALLED_NUMBER" as the field containing consumer telephone numbers in files "BAND-202002-202112.csv" and "BAND-202105-202112.csv"; and "Called" as the field containing consumer telephone numbers in the file "Full_Quote_Wizard_Report.csv" for my analysis described in this Expert Report.

[10] When working with the Do Not Call Files, I utilized "Number" as the field containing consumer telephone numbers in files "DNC-Part1.csv", "DNC-Part2.csv", "DNC-Part3.csv", and "QuoteWizard__Mantha 000211 UNREDACTED.csv"; and "Phone" as the field containing consumer telephone numbers in the file "Inbound Messages - 2021-05-18.csv" for my analysis described in this Expert Report.

the telemarketing cease, and were designated by QuoteWizard as numbers to "Do Not Call."

- DNC-Part1.csv
- DNC-Part2.csv
- DNC-Part3.csv
- Inbound Messages – 2021-05-18.csv
- QuoteWizard__Mantha 000211 UNREDACTED.csv

g. <u>Potential Customer File.</u>[11] This file was produced in discovery by QuoteWizard in response to a discovery request asking QuoteWizard to identify the numbers of consumers who responded to QuoteWizard's telemarketing text campaign with an expression of interest, and resulted in a payment by QuoteWizard to Drips for generating a new lead.

- QUOTEWIZARD003653-QUOTEWIZARD003653.xlsx

h. <u>Authority Files.</u>[12] As explained in detail below, QuoteWizard produced in discovery hundreds of data files containing numbers for which it claimed, applying various arguments, that it did not authorize Drips to send telemarketing texts to such number.

- An exhibit identifying these files is attached at Exhibit D.

Collectively, the "Source Data." I also referred to the following sources.

i. Class Action Complaint;

j. Order on Discovery Schedule (Doc. Nos. 313, 316);

k. Defendant's Answers to Plaintiff's Fourth Set of Interrogatories;

l. QuoteWizard's Supplemental Answers to Plaintiff's Fourth Set of

Interrogatories, June 21, 2023;

m. Order on Report and Recommendation dated February 3, 2022;

n. Declaration of Tom Martindale dated August 29, 2023, with relevant exhibits;

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[11] When working with the Potential Customer File, I utilized "CONSUMER_ANI" on the sheet "Consumer ANIs" as the field containing consumer telephone numbers for my analysis described in this Expert Report.

[12] When working with the Authority Files, I utilized "PRIMARY_PHONE_NUMBER", "PRIMARY_PHONE", and "Phone" as the fields containing consumer telephone numbers for my analysis described in this Expert Report.

o. Declaration of Tom Martindale dated July 10, 2023 with relevant exhibits;

p. Standing Order re: Default Protective Order in Complex Cases;

q. Transcript of Videotaped Deposition of Matthew Weeks, September 8, 2023, with relevant exhibits;

r. Transcript of Videotaped Deposition of Joel Peterson, September 8, 2023, with relevant exhibits;

s. Videotaped Deposition of Tricia Winkler, September 8, 2023, with relevant exhibits; and

t. Mantha Text Chronology (00027393).

V.   SOURCE DATA STANDARDIZATION

41.   In more than two decades of experience in data analysis, I have developed a method by which to use call and/or text record data to identify telephone calls and/or texts that have certain characteristics. This method has been validated repeatedly and has been accepted into evidence in a number of federal and state lawsuits alleging violations of the TCPA or TCPA related state statutes. In this section, I describe the method I used to prepare the data that I received for my data analysis.

42.   Over the years, I have processed many types of data received from various sources and in different formats. Part of this experience includes performing cross-comparisons of separate records and files from different sources.

43.   The first step in this cross-comparison is to ensure that each of the files in the Source Data includes the data points needed for analysis.

44.   Then, I completed a process of data mapping, standardization, and hygiene in order to produce data that was fit for further substantive analysis.

45.   To accomplish this, I first loaded the text records from the source data files into .SQL staging tables. Structured Query Language (or ".SQL," commonly called "Sequel") is a programming language that is used to create, modify, and analyze the contents of one or more

interaction with relational tables and/or database tables. Sequel allows queries to provide a syntax

for inserting records into, modifying records in, deleting records from, or extracting data for an

unlimited number of files. Sequel is commonly used across many industries to analyze mass

structured data sets reliably and efficiently.

46.   For each file, I documented the number of records per file to ensure that the load

was executed correctly. Loading raw data to a Sequel staging table enables queries to run

efficiently across a large volume of data points in a short period of time. These queries increase

the efficiency of data analysis in a mass data set that meet targeted criteria.

47.   I have overseen the writing and execution of Sequel commands and queries for

more than 15 years. Almost every expert opinion I have offered in a TCPA case involved

overseeing the development and implementation of Sequel commands and queries across

telephone text record data.

48.   The source data records were loaded into Sequel master tables for further data

hygiene and standardization. The goal of this process is to mark for exclusion from further analysis

data points that are unnecessary, and/or to mark for exclusion from further analysis data records

that have (or do not have) certain characteristics that make them inappropriate for such analysis.

49.   The steps I took as part of this data hygiene and standardization process were:

d1   Removing non-numeric characters from telephone numbers, such as spaces
        and characters like open and closed parentheses or dashes;

e1   Removing leading numbers from telephone numbers, including but not
        limited to "0," "1," or "9;"

f1   Filtering out non-10-digit telephone numbers and numbers with repetitions
        (such as "0000000000," "1111111111," through to "9999999999");

g1   Filtering out numbers that were inconsistent with the North American
        Numbering Plan Administration (NANPA), including area codes less than
        "201" or greater than "989," as well as telephone numbers associated with
        jurisdictions not in the U.S. or U.S. territories;[13]

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[13] The North American Numbering Plan Administration ("NANPA") is a telephone numbering
plan that encompasses 20 countries in North America and the Caribbean, including the United

h1   Filtering out from records with telephone texts to toll-free prefixes (e.g., "800," "833," "844," "855," "866," "877," and "888"); texts to U.S. government prefix "710," and records with telephone texts to premium paid service prefix "900;"

i1   Standardizing the date and time format; and

j1   Filtering out exact duplicate records.

50.   After completing these initial data hygiene steps, there were **15,842,632** unique telephone numbers and **48,451,776** texts remaining. These initial data hygiene steps were similarly applied to each of the data files that were processed in connection with the Expert Report.

VI.   OPINION 1: Using the data produced in discovery by QuoteWizard and in response to subpoena from various third parties, I was able to reliably limit the proposed class to consumers whose telephone numbers were purchased by QuoteWizard from third party lead generators; whose telephone numbers were sent to Drips by QuoteWizard with authority to text; to telephone numbers that received the texts at issue, and to consumers who responded to the texts with a request that the telemarketing cease.

51.   I was instructed at the outset of my analysis to remove specific categories of telephone numbers so as to remove from debate various anticipated arguments to be made by QuoteWizard in opposition to class certification. These steps are detailed below:

Limiting The Class To Consumers Whose Data Was Purchased By QuoteWizard From Third Party Data Brokers

52.   It is my understanding that the consumer contact data used by QuoteWizard to send the telemarketing texts at issue originated from different sources. QuoteWizard claims that about one third to half of the lead data originated from sources owned by QuoteWizard itself.[14] This data was produced in excel files labelled "Onsite" and are referred to within the Source Data as the "Onsite Leads." The other two thirds to one half of the lead data utilized to conduct the telemarketing text campaign at issue was purchased by QuoteWizard from third party lead

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States. NANPA divides the territories of its members into numbering plan areas delineated by three-digit codes known as area codes. NANPA administers numbering resources according to regulatory directives and consensus industry guidelines developed by the Industry Numbering Committee, a committee of the Alliance for Telecommunications Industry Services (ATIS). *See generally* nationalnanpa.com.

[14] Videotaped Deposition of Matthew Weeks, September 8, 2023, p. 33:10-34:34.

generators.[15] QuoteWizard admitted at deposition that it purchased such data from 180 different lead generators who, in turn, used sub-vendors and hundreds of thousands of websites, to purportedly generate this consumer data.[16] This data was produced in excel files labelled "Inbound" or "Non On-Site" and are referred to within the Source Data as the "Inbound Third Party Lead Data." QuoteWizard also admitted that it made no effort to vet the authenticity of the "Inbound Third Party Lead Data" and entirely relied on its lead vendors and sub-vendors to ensure consumers were providing TCPA compliant consent to receive QuoteWizard's telemarketing texts.[17] I was instructed by counsel for the Plaintiff that, for the purposes of this Expert Report, I was to limit my analysis solely to the consumer data purchased by QuoteWizard from third parties, and to exclude telephone numbers that QuoteWizard claimed to have originated from its own websites.

53.   Accordingly, I then matched the telephone numbers found in the Drips Text Records with the telephone numbers found in the third party "Inbound Third Party Lead Data." I also excluded any telephone numbers that appeared in the "Onsite Leads" which were purportedly obtained via QuoteWizard's own websites.[18]

54.   At this step, I identified **5,090,954** telephone numbers that were sent QuoteWizard telemarketing texts, as evidenced by the Drips Texts Records, and that were purchased by QuoteWizard from third-party lead generators, and were not generated by QuoteWizard itself.

Limiting The Class To Numbers That QuoteWizard Authorized Drips To Text As Confirmed by the Drips API Data

55.   I was further made aware by Plaintiff's counsel that QuoteWizard was expected to claim that it never authorized Drips to send text messages to certain telephone numbers. To address this challenge, I first assessed what the parties refer to as the "Drips API Data." Drips has testified

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[15] *Id, p. 23:21-27:3.*

[16] *Id.*

[17] *Id.*, p. 73:8-74:12.

[18] Videotaped Deposition of Tricia Winkler, September 8, 2023, p. 19:18-20.

that every time QuoteWizard sent it a telephone number with instructions to send text solicitations to that number, the transfer would be documented in the "Drips API Data."[19] QuoteWizard, at deposition, also admitted that the Drips API Data would confirm if, in fact, QuoteWizard sent Drips a particular telephone number for use in a QuoteWizard telemarketing campaign.[20] The Drips API Data was produced by Drips in discovery.

56.   I then conducted an analysis matching the remaining telephone numbers to the Drips API Data. I removed from the analysis any telephone number contained in the Drips Text Records that was not included in the Drips' API data. The telephone numbers that remained in the analysis at this stage all appear in the Drips Text Records; were purchased by QuoteWizard from third party lead generators, and match the Drips API Data confirming that QuoteWizard sent the numbers to QuoteWizard with authority to text. At this stage, **4,753,586** unique telephone numbers and **23,350,839** texts remained in the analysis.

Limiting The Class To Consumers Whose Receipt of QuoteWizard Telemarketing Texts Was Confirmed By Bandwidth or Twilio Text Records

57.   It is my understanding that the telemarketing texts sent by Drips on behalf of QuoteWizard were physically transmitted to consumers by telecommunications companies including Ytel, Bandwidth and Twilio. Due to preservation failures, Ytel produced no text records and Bandwidth and Twilio produced only partial text records, evidencing the successful delivery of QuoteWizard text messages to consumers.[21] These files are referred to in the Source Data description as the "Bandwidth and Twilio Text Records." I was instructed by Plaintiff's counsel to proceed with my analysis and to identify records from the Bandwidth and Twilio Text Records

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[19] Declaration of Tom Martindale dated July 10, 2023, at para. 19.

[20] Videotaped Deposition of Tricia Winkler, September 8, 2023, p. 11:1-20:13.

[21] I have been informed that QuoteWizard did not place these companies on notice of this litigation at any time. Plaintiff's counsel placed these entities on notice but only several years after this litigation was filed, when QuoteWizard and Drips were ordered to identify the relevant telecommunications providers. By that late time, Ytel had disposed of all Drips text records. Bandwidth and Twilio only preserved partial text records.

that confirmed that the telemarketing text messages sent by QuoteWizard to consumers which were, in fact, received. Accordingly, I matched the telecommunications records of Bandwidth and Twilio to the Drips Text Records. I then included in my analysis going forward only telephone numbers whose receipt of QuoteWizard telemarketing texts was confirmed by the records[22] of Bandwidth or Twilio.

58.   I was able to confirm at this step that QuoteWizard sent **13,011,337** text messages to **2,506,469** unique telephone numbers, receipt of which was confirmed by the Bandwidth and Twilio Text Records. All of these telephone numbers were purchased by QuoteWizard from third party lead brokers, and Drips' authority to text to such telephone numbers was confirmed by the Drips API Data.

Limiting The Class To Consumers Who Complained After Receiving QuoteWizard's Telemarketing Texts

59.   In response to QuoteWizard's telemarketing texts, **3,485,196** persons responded in a manner that was designated by Drips, acting on behalf of QuoteWizard, as a Do Not Call demand ("DNCs"). These records are referred to in the Source Data description as the "Do Not Call Files." To focus the class on those consumers who were most frustrated by QuoteWizard's text telemarketing campaign, I was then instructed by counsel to match the telephone numbers remaining at this step in my analysis to the telephone numbers of consumers who, in response to their receipt of QuoteWizard text messages, made a specific request that the texts cease, that was designated by Drips and QuoteWizard as a DNC and which appear in the Do Not Call Files.

60.   In total, I was able to identify **386,785** telephone numbers that received **1,309,545** text messages that 1) appeared in the Drips Text Records, 2) whose data was purchased by

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[22] The texts were confirmed as outbound and delivered utilizing the following fields, per file: "MESSAGE_DIRECTION" with a value of "OUTBOUND" and, where available, "MESSAGE_STATUS" with a value of "DELIVERED" for the files "BAND-202002-202112.csv" and "BAND-202105-202112.csv"; the field "Status" with a value "DELIVERED" and the field "Flag Incoming" with a value "NO" for the file "Full_Quote_Wizard_Report.csv".

QuoteWizard from third party lead generators, 3) was sent to Drips by QuoteWizard as confirmed by the Drips API Data, 4) receipt of the texts to which were confirmed by the Bandwidth and Twilio Text Records, and 5) who responded in some way to the text solicitations requesting that future telemarketing cease and designated by Drips and QuoteWizard as a DNC, as evidenced by the Do Not Call Files. A listing of these telephone numbers is attached hereto as Exhibit E, also referenced to as the "Opinion 1 Numbers" and "Opinion 1 Texts" respectively, collectively "Opinion 1 Records."

VII. **OPINION 2: Using the data produced in discovery by Drips, Bandwidth and Twilio, and limiting the proposed class as instructed, there is a reliable and efficient method to determine whether two or more texts were delivered within any 12-month period to telephone numbers that had been on the NDNCR for 32 days or more.[23]**

61. I then proceeded to analyze the data, as limited above in Opinion 1, to identify which telephone numbers were listed on the National Do Not Call Registry prior to receipt of QuoteWizard telemarketing texts, and to determine exactly how many texts each consumer received during the time their telephone number was listed on the NDNCR.

62. Over more than two decades, I have developed a method to identify telephone numbers that received two or more telephone calls and/or texts within a 12-month period after the telephone number was registered on the NDNCR for 32 days or more. This method does not require individualized review of telephone call and/or text records.

63. I then identified any of the Opinion 1 Numbers that received two or more Opinion 1 Texts that were on the NDNCR and, if so, the most recent date the Opinion 1 Numbers were registered thereupon.

64. To accomplish this, I work with the data provider PacificEast, which provides data enrichment and data verification, data validation, data customization, fraud prevention, identity

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[23] I understand that the relevant statute of limitations is four years from the filing of the Complaint. All of the texts to all of the telephone numbers in the proposed class fall withing the statute of limitations.

verification, telemarketing and other industries compliance solutions.[24] For more than 30 years, PacificEast has provided data services to corporate, government, ecommerce, financial services, healthcare, benefits administration, utility service, telecom, and nonprofit sector clients. PacificEast is a U.S. General Services Administration schedule vendor in the Business Information Services category. I understand PacificEast obtains NDNCR information available from the Federal Trade Commission (FTC).

65.   Representative cases in which NDNCR information from the FTC has been utilized and which cases were certified through litigation or settlement include, but are not limited to:

> *Abante Rooter & Plumbing, Inc. v. Alarm.com, Inc.,* No. 15-cv-06314 (N.D. Cal.)
>
> *Baldwin v. Miracle-Ear, Inc.,* No. 20-cv-01502 (D. Minn.)
>
> *Benzion v. Vivint, Inc.*, No. 12-cv-61826 (S.D. Fla.)
>
> *Berman v. Freedom Fin. Network, LLC*, No. 18-cv-01060 (N.D. Cal.)
>
> *Biringer v. First Fam. Ins., Inc.*, No. 14-cv-00566 (N.D. Fla.)
>
> *Buchanan v. Sirius XM Radio, Inc.*, No. 17-cv-00728 (N.D. Tex.)
>
> *Charvat v. National Holdings, et al.,* No. 14-cv-02205 (S.D. Ohio)
>
> *Chinitz v. Intero Real Estate Services*, No. 18-cv-06100 (N.D. Cal.)
>
> *Chinitz v. NRT West, Inc.*, Case No. 18-cv-06100 (N.D. Cal.)
>
> *Fitzgerald v. Universal Pictures*, No. 16-cv-01193 (M.D. Fla.)
>
> *Flowers v. Twilio, Inc.*, No. RG16804363 (Cal. Super. Ct.)
>
> *Hopkins v. Modernize, Inc.*, No. 17-cv-40087 (D. Mass.)
>
> *Krakauer v. DISH Network, LLC*, No. 14-cv-00333 (M.D.N.C.)
>
> *Mey v. Frontier Commc'n Corp.*, No. 13-cv-01191 (D. Conn.)
>
> *In re Monitronics Int'l, Inc. TCPA Litig.*, No. 13-md-02493 (N.D. W. Va.)
>
> *Slovin v. Sunrun, Inc.*, No. 15-cv-05340 (N.D. Cal.)
>
> *Youngman v. A&B Ins. & Fin.*, No. 16-cv-01478 (M.D. Fla.)
>
> *Williams v. PillPack LLC*, No. 19-cv-05282 (W.D. Wash.)
>
> *Wright v. EXP Realty, LLC*, No. 18-cv-1851 (M.D. Fla.)

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[24] *See generally* PacificEast.com.

66.   CEG has an Organization ID and Subscription Account Number (SAN), issued by the FTC, that PacificEast uses to access NDNCR information about particular telephone numbers on CEG's behalf. Based upon my experience, PacificEast provides accurate and reliable NDNCR information. I regularly rely upon PacificEast to perform the data append described in this Expert Report.

67.   To initiate this analysis, I prepared an input file for PacificEast (the "PacificEast NDNCR Input"), which listed unique Opinion 1 Numbers that received two or more Opinion 1 Texts. The PacificEast NDNCR Input was transmitted via a secure interface.

68.   PacificEast performed a standard data append and provided an output file that indicated whether each telephone number was listed on the NDNCR and, if so, the most recent date the telephone number was added to the NDNCR (the "PacificEast NDNCR Output"). From the Opinion 1 Numbers, I then identified **77,135** telephone numbers that received **386,763** texts within a 12-month period after being on the NDNCR for 32 days or more. The telephone numbers remaining after the above analysis are referenced to as the "Opinion 2 Numbers" and "Opinion 2 Texts" respectively, collectively "Opinion 2 Records," a list of which is attached hereto at Exhibit F.

VIII.   OPINION 3: Using the data produced in discovery by QuoteWizard, Drips, Bandwidth and Twilio, there is a reliable and efficient method to remove from the proposed class the telephone numbers of consumers who responded to the QuoteWizard texts with an expression of interest and for which QuoteWizard paid Drips for the lead.

69.   It is my understanding that QuoteWizard has claimed during the course of this litigation that some consumers responded favorably to their texts and purchased insurance products. It is also my understanding that QuoteWizard has claimed it had an Established Business Relationship with such consumers. It is also expected to claim, as per counsel, that because these consumers were interested in its products, they were not harmed by the texts. In discovery, QuoteWizard produced a data file referred to in the Source Data description as the "Potential

Customer File" which QuoteWizard claimed identified the telephone numbers of all consumers who responded and indicated an interest in purchasing QuoteWizard's goods or services, and for which QuoteWizard paid Drips for generating a successful lead. I was instructed to remove any such telephone numbers from the class.[25]

70.   After the removal of such numbers, I was able to identify **76,441** consumer telephone numbers that received **381,429** texts that 1) appeared in the Drips Text Records, 2) whose data was purchased by QuoteWizard from third party lead generators, 3) appeared in the Drips API Data, 4) receipt of the texts to which were confirmed by the Bandwidth and Twilio Text Records, 5) who responded in some way to the text solicitations requesting that they cease as evidenced by the Do Not Call Files, 6) were listed on the NDNCR for 32 days prior to the receipt of multiple text messages from Drips on behalf of QuoteWizard, and 7) who did not respond indicating an interest in purchasing QuoteWizard's goods or services as evidenced by the QuoteWizard Potential Client File. A listing of these telephone numbers is attached hereto as Exhibit G, also referenced to as the "Opinion 3 Numbers" and "Opinion 3 Texts" respectively, collectively, "Opinion 3 Records."

IX.   OPINION 4: Using the data produced in discovery by QuoteWizard, Drips, Bandwidth and Twilio, there is a reliable and efficient method to remove from the proposed class the telephone numbers of consumers who QuoteWizard claims it did not authorize Drips to text.

71.   Counsel have informed me that QuoteWizard is expected to make additional arguments relating to Drips' authority to text certain telephone numbers on its behalf, and that it would persist in such arguments even if the Drips API Data confirmed that QuoteWizard, in fact, sent Drips a specific telephone number with authority to text. It is my understanding from Counsel

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[25] I would note that QuoteWizard sent telemarketing texts to **15,842,632** unique telephone numbers. However, the data file produced by QuoteWizard identifying the telephone numbers of consumers who responded to its text telemarketing campaign expressing interest contains only **279,869** telephone numbers. It is my understanding that QuoteWizard maintains, however, that it only sent texts to consumers who consented to receive such texts and were specifically interested in QuoteWizard's offer.

that, in the discovery process, QuoteWizard produced several hundred excel data files containing the telephone numbers of consumers to which it claimed it did not authorize Drips to text on its behalf. These files are identified and described in the Source Data summary as the "Authority Files." Most of these files included telephone numbers that QuoteWizard noted were found in the Drips Text Records, but allegedly did not appear in QuoteWizard's consumer database.[26] Accordingly, QuoteWizard claimed that it never sent such phone numbers to Drips and could not be liable if such texts were sent in violation of the TCPA. QuoteWizard also claimed that although it admittedly sent some telephone numbers to Drips with instructions to text, QuoteWizard received some type of computer response claiming the lead had been rejected.[27] Although QuoteWizard admits that Drips did in fact send text messages to those numbers on QuoteWizard's behalf, QuoteWizard claims that it did not authorize texts to these telephone numbers as they were initially rejected by Drips.[28]

72.   QuoteWizard also produced excel data files containing telephone numbers of consumers that it claimed Drips did not have authority to text because the dates of texts to those telephone numbers allegedly did not correspond to the dates that QuoteWizard sent Drips those specific telephone numbers.[29]

73.   At deposition, QuoteWizard admitted that if a telephone number did not appear in the Authority Files produced by QuoteWizard challenging Drips' authority to text, then Drips did in fact have QuoteWizard's authority to text to that telephone number.[30]

74.   In an effort to simplify the analysis for class certification and trial, I was instructed to remove from the proposed class all telephone numbers listed in the Authority Files per which QuoteWizard claimed it did not authorize Drips to text.

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[26] QuoteWizard's Supplemental Answers to Plaintiff's Fourth Set of Interrogatories, June 21, 2023.
[27] *Id.*
[28] *Id.*
[29] *Id.*
[30] Videotaped Deposition of Joel Peterson, September 8, 2023, p. 71:9-24 and p. 74:10-75.

75.   After the removal of such numbers, in total, I was able to identify **73,781** consumer telephone numbers that received **356,321** texts and that 1) appeared in the Drips Text Records, 2) whose data was purchased by QuoteWizard from third party lead generators, 3) appeared in the Drips API Data, 4) receipt of the texts to which were confirmed by the Bandwidth and Twilio Text Records, 5) who responded in some way to the text solicitations requesting that they cease as evidenced by the Do Not Call Files, 6) were listed on the NDNCR for 32 days prior to the receipt of multiple text messages from Drips on behalf of QuoteWizard, 7) who did not respond indicating an interest in purchasing QuoteWizard's goods or services, and 8) did not appear in the Authority Files, attached hereto as Exhibit H, also referenced to as the "Opinion 4 Numbers" and "Opinion 4 Texts" respectively, collectively, "Opinion 4 Records."

X.   OPINION 5: Using the data produced in discovery along with reliable commercially available databases, there is a reliable and efficient method by which it can be determined whether Defendant and/or agents acting on its behalf texted business telephone numbers, if any, for those telephone numbers to be removed from the proposed class.

76.   I was further informed that QuoteWizard is expected to argue that the telephone numbers it sent telemarketing texts to may all not have been 'residential' numbers entitled to the protections of the TCPA and the National DNC Registry. QuoteWizard is still expected to make this argument although it admitted at deposition that the purpose of its text telemarketing campaign was to contact consumers and not businesses.[31] Out of abundance of caution, however, I then performed an analysis to remove any telephone numbers from the Opinion 4 Numbers that were business telephone numbers at the time the text messages were placed to remove any claim made by QuoteWizard that the numbers that received its telemarketing texts were not 'residential' numbers.[32]

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[31] Videotaped Deposition of Tricia Winkler, September 8, 2023, p. 17:13-17.

[32] I further note that although a number that is listed on the National DNC Registry is entitled to a presumption that it is 'residential,' and a telemarketing defendant bears the burden to prove to the contrary, s*ee Mantha v. Quotewizard.com*, LLC, 2021 U.S. Dist. LEXIS 245059 (D. Mass. Dec. 3, 2021) (Report and Recommendation, adopted at 2022 U.S. Dist. LEXIS 19502 (Feb. 3, 2022),

77.   To conduct the historical business record analysis, I relied upon the industry wide recognized services and records of PacificEast. PacificEast accesses various data sources to determine whether telephone numbers were subscribed as belonging to business entities. Business entities can be identified based upon various business telephone listings (yellow pages, white pages, other business directories, websites, etc.).

78.   I have analyzed telephone records in numerous TCPA cases where the business telephone number identification process was implemented. My experience with this process informs my opinion that, if a telephone number is intended to be used as a contact telephone number for a business, it will be listed at some point in one or more sources and thus will more likely than not appear accordingly in the sources accessed by the data processors, like PacificEast.

79.   Concerning dual-use telephone numbers, or those telephone numbers used for both residential and business purposes, it is my understanding, based upon the October 12, 2022, Opinion of the United States Court of Appeals for the Ninth Circuit in the matter of *Chennette, et al. v. Porch.com, Inc., et al.*, Case No. 20-35962, that "the majority of district courts have concluded that a telephone used for both personal and business purposes can still be regarded as residential within the meaning of § 227(c), depending upon the facts and circumstances." For this reason, I consider a telephone number as residential if it is identified as such even if it might occasionally be utilized for work or for home/small business.

80.   Additionally, the FCC has explicitly determined that the NDNCR applies to wireless telephone numbers. *See* 47 C.F.R. § 64.1200(e); see also In re Rules & Regs. Implementing the Tel. Consumer Prot. Act of 1991, 18 F.C.C. Rcd. 14014, 14039, ¶ 36 (F.C.C. 2003) ("[W] will presume wireless subscribers who ask to be put on the national do-not-call list to be 'residential subscribers.'").

QuoteWizard failed to produce any evidence whatsoever that would indicate any of the specific numbers to which it sent telemarketing texts were business numbers

81.   Representative cases in which telephone number residential status information has been utilized and which cases were certified through litigation or settlement include, but are not limited to:

> *Abante Rooter v. Alarm.com, Inc.,* No. 15-cv-06314 (N.D. Cal.)
>
> *Baldwin v. Miracle-Ear, Inc.,* No. 20-cv-01502 (D. Minn.)
>
> *Benzion v. Vivint, Inc.*, No. 12-cv-61826 (S.D. Fla.)
>
> *Berman v. Freedom Fin. Network, LLC*, No. 18-cv-01060 (N.D. Cal.)
>
> *Biringer v. First Fam. Ins., Inc.*, No. 14-cv-00566 (N.D. Fla.)
>
> *Buchanan v. Sirius XM Radio, Inc.*, No. 17-cv-00728 (N.D. Tex.)
>
> *Charvat v. National Holdings, et al.,* No. 14-cv-02205 (S.D. Ohio)
>
> *Chinitz v. Intero Real Estate Services*, No. 18-cv-06100 (N.D. Cal.)
>
> *Chinitz v. NRT West, Inc.*, Case No. 18-cv-06100 (N.D. Cal.)
>
> *Fitzgerald v. Universal Pictures*, No. 16-cv-01193 (M.D. Fla.)
>
> *Flowers v. Twilio, Inc.*, No. RG16804363 (Cal. Super. Ct.)
>
> *Hopkins v. Modernize, Inc.*, No. 17-cv-40087 (D. Mass.)
>
> *Krakauer v. DISH Network, LLC*, No. 14-cv-00333 (M.D.N.C.)
>
> *Mey v. Frontier Commc'n Corp.*, No. 13-cv-01191 (D. Conn.)
>
> *In re Monitronics Int'l, Inc. TCPA Litig.*, No. 13-md-02493 (N.D. W. Va.)
>
> *Slovin v. Sunrun, Inc.*, No. 15-cv-05340 (N.D. Cal.)
>
> *Youngman v. A&B Ins. & Fin.*, No. 16-cv-01478 (M.D. Fla.)
>
> *Williams v. PillPack LLC*, No. 19-cv-05282 (W.D. Wash.)
>
> *Wright v. EXP Realty, LLC*, No. 18-cv-1851 (M.D. Fla.)

82.   To conduct the business record analysis in this case, I prepared an input file for PacificEast (the "PacificEast Business Input"), which listed the Opinion 4 Numbers. The PacificEast Business Input was transmitted via a secure interface.

83.   PacificEast then performed a standard data append and provided an output file that indicated whether each telephone number status was identified as associated with a business and the timeframe of the association (the "PacificEast Business Output"). Based on the PacificEast

Business Output, I identified and removed from further analysis those telephone numbers which had any value in the field "FullName-business," at any time from which indicates a business-registered or business-associated telephone number during the proposed class period of October 29, 2015, to December 1, 2021, inclusive.

84.   Next, in order to complete further due diligence and apply a conservative methodology, I directed my team to additionally review associated names in the PacificEast Business Output utilizing various keywords that are commonly associated with businesses (the "Keywords" and/or the "Keyword List," attached hereto as Exhibit I) and remove those telephone numbers from further analysis if such association was identified at any point during the proposed class period of October 29, 2015, to December 1, 2021, inclusive.

85.   Using this process, and after business related telephone numbers were removed from further analysis, I identified **71,549** non-business telephone numbers that received **345,526** texts. After adding Mr. Mantha to the list of potential class members, there were **71,550** telephone numbers that received **345,534** texts, also referenced to as the "Opinion 5 Numbers" and "Opinion 5 Texts" respectively, collectively, "Opinion 5 Records," listed on the attached hereto Exhibit J.

86.   The Opinion 5 Numbers 1) appeared in the Drips Text Records, 2) whose data was purchased by QuoteWizard from third party lead generators, 3) appeared in the Drips API Data, 4) receipt of the texts to which were confirmed by the Bandwidth and Twilio Text Records, 5) who responded in some way to the text solicitations requesting that they cease as evidenced by the Do Not Call Files, 6) were listed on the NDNCR for 32 days prior to the receipt of multiple text messages from Drips on behalf of QuoteWizard, 7) who did not respond indicating an interest in purchasing QuoteWizard's good or services, 8) whose telephone number did not appear in the Authority Files, and 9) are residential and non-business telephone numbers.

87.   The Opinion 5 Numbers and Opinion 5 Texts evidence the telephone numbers, and numbers of texts to those numbers that meet my proposed class list criteria and, in addition to Mr. Mantha's number, would comprise the members of the proposed class.

XI.   OPINION 6: Using the consumer data produced in discovery by QuoteWizard, as supplemented as needed by commercially available databases connecting telephone numbers to the names and addresses of consumers, there is a reliable method of efficiently and effectively issuing notice to potential class members in accordance with the standards of Federal Rules of Civil Procedure Rule 23 and due process requirements.

88.   To effectuate notice in this case, I would start with the Inbound Third Party Lead Data produced by QuoteWizard, which identifies every consumer to whom it sent telemarketing texts to by number, name, address, and email. This data alone may be sufficient to effectuate proposed class notice.

89.   If it is determined that this data is in any way deficient or inaccurate, I would perform additional data enhancement to verify and/or identify, where missing, potential class members' names and addresses, including, but not limited to, performing a standard historical reverse append process.

90.   This process gives an additional level of reliability to the names and addresses in the available data. This is useful, particularly for administering a notice. With the additional level of call-recipient verification, fewer notices are likely to be misdirected and fewer records are likely to have out-of-date or missing addresses.

91.   In many instances, TCPA cases do not have this type of information available, so that it is necessary to complete a historical reverse append process for each of the telephone numbers. Historical reverse append is a process by which names, addresses, and other information can be identified based only on a telephone number at a particular point in time such as during the class period.

92.   Having robust initial contact data obtained directly from QuoteWizard allows for a similar approach to be taken, such as the one that I utilized in *Krakauer v. Dish Network, LLC*,

Case No. 14-cv-333 (M.D.N.C.). In *Krakauer*, I presented testimony at trial before a jury concerning the process, by which name and address data from the defendant was supplemented with name and address information that was obtained through the historical reverse append processes, among other topics; a jury weighed the testimony and entered a verdict in favor of the Plaintiff.

93.   Although class member identification and notice is simpler when robust name and address information is provided by the defendant, like it is in this case, even without such information I can use the historical reverse append process to identify names and addresses, which is reliable and regularly utilized in the field of class action notice administration. In the following cases, among others, I have proposed and/or utilized the historical reverse append process to identify names and addresses historically associated with telephone numbers in order to effectuate notice:

> *Fitzgerald v. Universal Pictures*, No. 16-01193 (M.D. Fla.)
>
> *Flowers v. Twilio, Inc.,* No. RG16804363 (Cal. Sup. Ct., Alameda County.)
>
> *Ikuseghan v. Multicare Health Sys*, No. 14-cv-5569 (W.D. Wash.)
>
> *McMillion v. Rash Curtis & Assocs.*, 16-03396 (N.D. Cal.)
>
> *West v. California Svc. Bureau, Inc.*, No. 16-03124 (N.D. Cal.)

94.   During my more than 20 years of experience conducting data analysis and serving as an expert and testifying witness, as well as notice and claims administrator in TCPA and other class action cases, I routinely analyze telephone call/text records to identify names, mailing addresses, and/or email addresses associated with the telephone numbers within a specific timeframe, using a historical reverse append methodology. Reverse append refers to the process of using one field of data to retrieve other related and relevant data fields.

95.   Over my decades of experience in the field of class action litigation support services, I have overseen and, myself, performed historical reverse append in the context of ongoing litigation and also, even more frequently, in the context of notice and settlement

administration. In fact, I have been involved in the historical reverse append process in more than one hundred cases. Because of this experience, I have extensive knowledge and familiarity with the appropriate processes and procedures required for the historical reverse append.

96.   It is my understanding that Rule 703 of the Federal Rules of Evidence allows an expert witness to base their opinion on facts or data in the case that the expert has been made aware of or personally observed. Courts have held that expert witnesses may rely on data and other information supplied by third parties. *See Gussack Realty Co. v. Xerox Corp.*, 224 F.3d 85, 94-95 (2d Cir. 2000) ("[A]n expert may rely on data that she did not personally collect"); *Ward v. Dixie Nat'l Life Ins. Co.*, 595 F.3d 164, 182 (4th Cir. 2010); *B.F. Goodrich v. Betkoski*, 99 F.3d 505 (2d Cir. 1996).

97.   I have worked with various data processors, like PacificEast to establish protocol that can be used for identification of potential class members.

98.   PacificEast has provided, for more than 30 years, data enrichment and data verification, data validation, data customization, fraud prevention, identity verification, telemarketing and other industry compliance solutions.[33] PacificEast provides data services to corporate, government, ecommerce, financial services, healthcare, benefits administration, utility service, telecom, and nonprofit sector clients. PacificEast is a U.S. General Services Administration schedule vendor in the Business Information Services category. In my experience I have found the PacificEast information to be accurate and reliable, and I have not found any reason to consider it unreliable.

99.   Various courts have reviewed my utilization of data processors and found it acceptable. *See Abante Rooter & Plumbing, Inc. v. Alarm.com*, No. 15-CV-6314-YGR, 2017 WL 1806583, at *4 (N.D. Cal. May 5, 2017) (finding I had properly used data processor information "because it was the type of data reasonably relied upon by experts in the field and the 14% error

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[33] *See generally* PacificEast.com.

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rate was not unreasonably high for these particular circumstances") (citing *Krakauer v. Dish Network, L.L.C*, 2015 WL 5227693, at *8-9 (M.D.N.C. Sept. 8, 2015)).

100.   Under the jurisdiction of various courts, I have successfully used and/or proposed to use information from data processors like PacificEast in numerous TCPA and related cases for the historical reverse append process to identify names and mailing addresses based on telephone numbers and dates of the telephone calls/texts to those telephone numbers in cases that include, but are not limited to:

> *Bakov v. Consolidated World Travel*, Case No. 15-cv-02980 (N.D. Ill.)
>
> *Brown v. DirecTV, LLC*, Case No. 13-1170 (C.D. Cal.)
>
> *Buchanan v. Sirius XM Radio*, 17-00728 (N.D. Tex.)
>
> *Cortes v. National Credit Adjuster*, 17-02152 (S.D. Cal.)
>
> *Diaz-Lebel v. TD Bank USA, N.A.*, 17-01611 (D. N.J.)
>
> *Fitzgerald v. Universal Pictures*, 16-01193 (M.D. Fla.)
>
> *Flowers v. Twilio, Inc.*, No. RG16804363 (Cal. Sup. Ct., Alameda Cnty.)
>
> *In Re: Collecto, Inc., TCPA Litigation*, 14-02513 (D. Mass.)
>
> *Krakauer v. DISH Network, LLC*, 14-00333 (M.D. N.C.)
>
> *Kubacki v. Peapod, LLC*, No. 13-00729 (N.D. Ill.)
>
> *Lofton v. Verizon Wireless (VAW) LLC*, 13-05665 (N.D. Cal.)
>
> *McMillion v. Rash Curtis & Associates*, 16-03396 (N.D. Cal.)
>
> *Vance v. DirecTV, LLC*, Case No. 17-cv-00179 (N.D. W.Va.)
>
> *Ward v. Flagship Credit Acceptance LLC,* No. 17-cv-02069 (E.D. Pa.)
>
> *West v. California Service Bureau, Inc.*, 16-03124 (N.D. Cal.)

101.   The data processors like PacificEast access their respective databases of public and proprietary information to produce an output including the names, mailing addresses, and email addresses of the subscribers and/or users of those telephone numbers within the relevant

timeframe. The data processors track information over a historical period. In this way, a historical snapshot is captured and can be analyzed based upon timeframe and dates going back for years.

102.   My methodology relies on the data processors like PacificEast to gather data from sources including, but not limited to: the utility companies; credit bureaus; consumer data compilers; banking and loan applications; colleges; various surveys; political arena; tax rolls; voting and census data, etc., so if the person uses a telephone on a regular basis, my methodology will capture it.

103.   To perform the historical reverse append process, I would first begin with the names and mailing addresses and email addresses, if any, available within the source data which serves as the starting point of a waterfall process, similar to the one that I utilized in the *Krakauer* case.

104.   I would start by preparing a file of the telephone numbers that do not have complete name and/or mailing and/or email address information in the source data. I submit the data file to the PacificEast online batch interface from which a historical reverse data append process is performed. The only input field required for this process is a list of telephone numbers.

105.   PacificEast would use its algorithm to link name, mailing and email address information to each telephone number, specifying the timeline for each match. The output would be posted by PacificEast for download by CEG.

106.   If several individuals were the users of a telephone number in question due to telephone number porting from one individual to another, or any other reason, those two individuals would be listed as the users of those telephone numbers within the same and/or overlapping timeframe.

107.   Based upon decades of experience in designing and administering efficient and effective global and domestic notice programs, I have carefully considered the requirements of Federal Rule of Civil Procedure 23(c).

108.   Providing notice of class certification or of class settlement is a standard process that class action administrators have been performing for decades. I have overseen notice of class

certification, notice of class settlement claims adjudication, and fund distribution in more than 1,700 class action cases in my professional experience.

109.   It is a straightforward and administratively feasible process to provide notice of Class Certification to class members in TCPA cases. Once names, mailing and/or email addresses of class members associated with the telephone numbers in the file are identified, the notice can be easily provided.

110.   The most efficient and cost-effective way to do so is to email notice and/or mail via postcard a short-form notice to class members and make a long-form notice available via website. I have coordinated notice of Class Certification under court supervision in many TCPA cases.

EMAIL NOTICE

111.   Email is a reliable and effective way to reach consumers in a timely and cost-efficient way; email is a communication tool that consumers use regularly. According to a November 30, 2022, article by Katrina Kirsch, 99% of email users check their inbox every day, with some checking 20 times a day. The percentage of internet users in the United States who use email averages more than 90% per age group (with 85.53% of users age 65+ using email and 95.19% of users age 25-44 using email), according to a November 2021 Statista survey.

112.   Email notice sometimes presents challenges: (a) a number of email addresses may not be valid and will bounce; and (b) unless the email is opened, there is no way to know for sure if it was delivered to an email account that is not being used, but is still "open" and/or if the email was filtered out by a spam filter.

113.   To overcome the challenges, a potential email notice program would utilize multiple email addresses per potential class member. Using multiple email addresses would increase the notice program's effective reach by email, and therefore decrease the need for mailed notice. Among other benefits, email notice will result in a significant reduction of postage costs.

114.   If mailed postcard notice is preferred, I coordinate to update any addresses through the United States Postal Service ("USPS") National Change of Address ("NCOA") database,

which contains approximately 160 million records or 48 months of permanent address changes. NCOA is updated daily, and USPS regularly provides change-of-address information to NCOA licensees. NCOA helps reduce undeliverable-as-addressed ("UAA") mail by correcting input addresses prior to mailing. Additional address updating via Experian service would be coordinated for any addresses determined to be undeliverable. Further, I could coordinate with additional data vendors, such as Experian, to identify addresses based upon name and telephone number information for further supplementation of addresses or other information that has not yet been identified.

115.   I regularly use these processes to identify potential class members in class actions, as do other administration firms. In my experience, these processes are reliable, are reasonably relied upon by experts in the field, and are approved by courts charged with oversight of class actions, class notice, and settlement administration. Based on my review of and analysis of the information provided to me, the process detailed above could be applied here.

116.   In similar prior cases, CEG has utilized telephone numbers of those persons who should receive notice to match to digital social media users for targeting across social media platforms in such a manner that the publication notice, in the form of digital banners, will be seen by individuals believed to be potential class members. The paid social media program served digital banners across different platforms, such as mobile and desktop web, Facebook, and Instagram.

117.   It is also possible to issue notice via a direct manual calling or text messaging process. Following the call or text message campaign, the class action notice administrator could subsequently forward direct mail notice to the name and address the call/text message recipient provides.

118.   More than 3,000 organizations, including Amnesty International, Sierra Club, and the Human Rights Campaign, utilize peer-to-peer text messaging services such as CallHub.

119.   Utilizing two call center agents, it would be possible to text approximately 59,000 telephone numbers within two eight-hour workdays.[34]

120.   Peer-to-peer texting is now a commonly used method of reaching targeted populations. The below information comes from CallHub, a text message services provider:

> The campaign manager uploads the contact list and assigns a batch of contacts to each agent, who then reach out and engage people in one-to-one conversations. Each agent can send out around 3,500 texts in the span of an hour with data collected from conversations instantly syncing with your CRM. Since agents are manually hitting the send button for every text, with texts going out from a ten digit number, p2p texting stays compliant of texting regulations. https://callhub.io/peer-to-peer-texting-campaign/

121.   The notice and/or settlement administration, though standard, is an involved process which allows for verification of recipient, and or claimant, name, address, and telephone number as of a given point in time utilizing an affidavit and/or a claim form. Such affidavit and/or claim form is mailed to the potential class members and is made available on the case-related website for self-identification and self-attestation as to the facts of each class member and is completed under the penalty of perjury.

122.   I have overseen notice of class certification, notice of class settlement claims adjudication, and fund distribution in more than 1,700 class action cases in my professional experience.

123.   Further, in addition to sending out direct mail notice, to meet due process requirements of Rule 23(c), of the Federal Rules of Civil Procedures, it is the standard practice of notice administrators to issue a press release or some form of targeted publication notice and to establish a notice website and a call center.

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[34] This calculation is done by assuming there are two agents making 3,500 texts in one hour over an 8-hour business day.

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124.   Likewise, it is common to require that any judgment award be withheld until a claimant's information is validated via claim form or by submitting some other form of proof from the claimant's telephone records, bills, attestations, etc.

125.   In this matter, it would be possible, for example, to ask that potential class members provide sworn affidavits/attestations asking for any/all of the following, for example:

> What was their telephone number at that time;
> How long they have had the telephone number;
> Whether they share the telephone number with anyone;
> Whether they are or were a customer of Defendant; and
> Whether they share the account with anyone else.

126.   Claim Forms that are submitted during the claim administration process can then be verified against information from Defendant as well as against the information from the historical reverse append process, and the subpoena process in order to verify the validity of a claim.

127.   In a notice and claims administration process described above, it is also possible to have a list of preliminary-validated claims reviewed by the parties in order to remove, through a meet-and-confer process, any possible customers of Defendant as based upon the available information (name, address, telephone number). Further, a Special Master could be utilized to adjudicate disputes, if any, between the parties.

128.   I am aware of several administrative processes very similar to the one described herein, which were overseen and approved by various courts.

XII.   CONCLUSION

129.   Considering the foregoing, I am offering the following opinions in this Expert Report:

130.   **<u>OPINION 1:</u>** Using the data produced in discovery by QuoteWizard and in response to subpoena from various third parties, I was able to reliably limit the proposed class to consumers whose telephone numbers were purchased by QuoteWizard from third party lead

generators; whose telephone numbers were sent to Drips by QuoteWizard with authority to text; to telephone numbers that received the texts at issue, and to consumers who responded to the texts with a request that the telemarketing cease.

131.   **OPINION 2:** Using the data produced in discovery in by Drips, Bandwidth and Twilio, and after limiting the proposed class as instructed, there is a reliable and efficient method to determine whether two or more texts were delivered within any 12-month period to telephone numbers that had been on the NDNCR for 32 days or more.

132.   **OPINION 3:** Using the data produced in discovery by QuoteWizard, Drips, Bandwidth and Twilio, there is a reliable and efficient method to remove from the proposed class the telephone numbers of consumers who responded to the QuoteWizard texts with an expression of interest.

133.   **OPINION 4:** Using the data produced in discovery by QuoteWizard, Drips, Bandwidth and Twilio, there is a reliable and efficient method to remove from the proposed class the telephone numbers of consumers who QuoteWizard claims it did not authorize Drips to text.

134.   **OPINION 5:** Using the data produced in discovery along with reliable commercially available databases, there is a reliable and efficient method by which it can be determined whether Defendant and/or agents acting on its behalf texted business telephone numbers, if any, for those telephone numbers to be removed from the proposed class.

135.   **OPINION 6:** Using the consumer data produced in discovery by QuoteWizard, as supplemented as needed by commercially available databases connecting telephone numbers to the names and addresses of consumers, there is a reliable method of efficiently and effectively issuing notice to potential class members in accordance with the standards of Federal Rules of Civil Procedure Rule 23 and due process requirements.

136.   I declare under the penalty of perjury that the above is true and correct.

Executed this 22 day of September 2023, at Milwaukee, Wisconsin.

_____

Anya Verkhovskaya

Exhibit A

<u>Verkhovskaya Expert Testimony at Deposition, Hearing or Trial (Past Four Years)</u>

Abdullah v. FedEx Corp. Services, Inc., No. 16-cv-03967 (N.D. Ill.)

Bilek v. National Congress of Employers, Inc., et al., No. 18-cv-03083 (N.D. Ill.)

Brown v. DirecTV, LLC, No. 13-cv-01170 (C.D. Cal.)

Bumpus v. Realogy Holdings Corp., No. 19-cv-03309 (N.D. Cal.)

Calhoun v. Invention Submission Corp., No. 18-1022 (W.D. Pa.)

Carroll v. SGS N. Am., Inc., No. 16-cv-00537 (M.D. La.)

Chinitz v. Intero Real Estate Services, No. 16-537 (N.D. Cal.)

Davis v. Capital One, N.A., No. 22-00903 (E.D. Va.)

Galloway v. Valve Corp., No. 16-1941 (W.D. Wash.)

Gruber v. Yelp, Inc., No. 16-cv-554784 (Sup. Ct. California, SF)

Hobbs v. Randall-Reilly, LLC, et al., No. 19-cv-00009 (M.D. Ga.)

Hurley v. Messer, No. 16-cv-09949 (S.D.W. Va.)

Iverson v. Advanced Disposal Services, No. 18-cv-00867 (M.D. Fla.)

Jenkins v. National Grid USA, No. 15-cv-01219 (E.D.N.Y.)

Johnson v. Comodo Group, Inc., No. 16-cv-04469 (D.N.J.)

Mey v. Matrix Warranty Solutions, Inc., No. 21-cv-62 (N.D. Va.)

Samson v. United Health Care Services, No. 19-cv-00175 (W.D. Wash.)

Starling v. KeyCity Capital, LLC, No. 21-cv-818 (N.D. Tex.)

Trenz v. Volkswagen Grp of Am., No. 15-cv-08356 (C.D. Cal.)

Vance v. DirecTV, No. 17-cv-00179 (N.D. W.V.)

Walker v. CMRE Fin. Services, Inc., No. 20-cv-02218 (S.D. Cal.)

Watson v. Lexus of Manhattan, No. 20-cv-04572 (S.D.N.Y.)

West v. Cal. Serv. Bureau, Inc., No. 16-cv-0324 (N.D. Cal.)

Williams v. PillPack LLC, No. 19-05282 (W.D. Wash.)

Williams v. The Pisa Group, Inc., No. 18-cv-04752 (E.D. Pa.)

Wright v. eXp Realty, LLC, No. 18-cv-01851 (M.D. Fla.)

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President and Chief Executive Officer
Class Experts Group, LLC

**Expert Witness
Claims Administrator**

**Resumé
2023**

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TABLE OF CONTENT

BIOGRAPHY

Anya Verkhovskaya is a nationally recognized expert witness who has provided expert analysis, testimony, and litigation support services in federal and state class actions relating to the Telephone Consumer Protection Act (TCPA), consumer protection, human and civil rights, securities fraud, ERISA, antitrust, pharmaceuticals, and insurance, as well as in fairness actions before the U.S. Securities and Exchange Commission, among others. As the President and Chief Executive Officer of Class Experts Group, LLC (CEG), Ms. Verkhovskaya leads a team of professionals with extensive experience in the management and analysis of large data sets and consumer records for class action litigations.

Ms. Verkhovskaya has been a pioneer in methods of analyzing mass consumer data, including telephone call and text message records and voice recordings numbering in the billions. Ms. Verkhovskaya has administered some of the largest class action settlements in history, involving all aspects of direct, media, digital, email, and third-party notice programs, data management, claims administration, and settlement fund distributions.

Ms. Verkhovskaya regularly provides expert opinions and testimony regarding methods for data analysis related to class member identification and location, class certification, notice adequacy, and the feasibility of claims management programs in connection with TCPA matters as well as a variety of other types of consumer class actions.

Ms. Verkhovskaya has testified at more than 70 depositions, hearings, and—uniquely in the field—at two jury trials, one of which led to one of the largest TCPA damages awards ever. Her expert testimony and data analysis methods have been admitted into evidence over *Daubert* and similar challenges in multiple class action lawsuits. Courts have repeatedly recognized her testimony as "clear" and "cogent" and acknowledged her "extensive experience" in identifying and notifying class members.

Ms. Verkhovskaya applies industry-leading methods to offer expert opinions on a variety of TCPA- and other consumer-related class action litigation topics, including but not limited to:
- discovery requirements
- class member location and identification
- numerosity
- ascertainability
- wireless status identification
- National Do Not Call Registry (NDNCR)
- residential telephone number status
- internal do not call registry (IDNCR)
- wrong number calls identification
- business/customer relationship
- telephone number reassignment
- porting between consumers, telephone companies, wireless to landline, and landline to wireless
- Voice over Internet Protocol (VoIP)
- ringless voice mail delivery
- Internet Protocol (IP)

- telephone number and keyword extraction from transcribed or freeform text
- large-scale automated transcription
- geocoding
- Social Security Death Index
- skip tracing
- historical reverse append of name, email, address, and other consumer information
- class list compilation
- class notice plan
- class notice adequacy analysis
- claims adjudication and auditing
- claims fraud prevention and identification
- plan of allocation application
- settlement fund distribution

Ms. Verkhovskaya has more than two decades of experience in managing, processing, and analyzing mass data sets that contain billions of records. This experience includes, but is not limited to, data drawn from:
- telephone call and voicemail logs
- text and fax records
- voice mail transcriptions
- free form text
- customer management records, including retailer databases, billing records, and sales lead files
- life, title, property, and other insurance records
- banking and credit card records
- medical records
- governmental agency data files
- mortgages files
- automotive sales contracts
- debt-collection agencies
- Customer Relations Management (CRM) records
- various other large-volume data sets across dozens of industries and in multiple forms and formats

Ms. Verkhovskaya has been an integral part of some of the largest worldwide audiovisual collection and settlement programs relating to documentation and restitution for Holocaust victims and their heirs. For more than seven years, she worked with director Steven Spielberg's Survivors of the Shoah Visual History Foundation (now the USC Shoah Foundation Institute), handling eastern European and middle Asian operations. Ms. Verkhovskaya was a notice administrator for the *In Re Holocaust Victim Assets Litigation*, the German Forced Labour Compensation Programme, consulted on notice and outreach for the International Commission on Holocaust Era Insurance Claims (ICHEIC), and was the managing director of Holocaust Era Asset Restitution Taskforce (Project HEART). She currently volunteers as the head of outreach for the Holocaust Insurance Accountability Act of 2022, being considered by the U.S. House of Representatives and Senate.

REPRESENTATIVE CASES

Telephone Consumer Protection Act Expert Witness Cases

Krakauer v. Dish Network, LLC, No. 1:14–CV–333 (M.D.N.C.)
Submitted an expert report and rebuttal and provided live testimony at deposition and before a jury regarding analysis of more than 1.6 million telephone call records. The court admitted Ms. Verkhovskaya's expert opinion over a *Daubert* challenge in a case where exclusion of the report would have meant failure of the class. Later, in denying a motion to overturn the jury verdict awarding the class more than $20 million in relief, the court found that "Ms. Verkhovskaya provided clear, cogent testimony explaining her methodology and the bases for her opinions." Damages in the case were trebled to more than $61.5 million, and the award was upheld on appeal.

McMillion v. Rash Curtis & Associates, 4:16-cv-03396 (N.D. Cal.)
In a class action brought against a debt collector who used skip tracing to make more than half a million calls in violation of the TCPA, Ms. Verkhovskaya used reverse append and other industry-leading techniques to separate debtors from non-debtors in the defendant's telephone call data, and to identify telephone calls made to wireless telephone numbers. Verkhovskaya testified both at deposition and at a jury trial explaining her method. The class was awarded more than $267 million in damages, one of the largest TCPA damages awards ever.

Chinitz v. Intero Real Estate Services, 5:18-cv-05623 (N.D. Cal.)
Submitted an expert report, rebuttal report, and deposition testimony concerning TCPA class identification and notification issues. The court overruled defendant's motion to strike/exclude and further denied the defendant's motion for summary judgment on plaintiff's TCPA claims. The parties subsequently reached a settlement regarding the TCPA class.

Johnson v. Comodo Group, Inc., No. 16-4469 (D.N.J.)
In a class action where Ms. Verkhovskaya's report identified more than 36,000 unique telephone numbers that received telephone calls in violation of the TCPA, the court overruled defendant's motion to exclude and relied on Verkhovskaya's analysis to certify the class. The court found that her "methodology is testable, reliable, and sufficiently capable of identifying putative class members" and that she "is clearly qualified to opine on TCPA issues," noting her "years of experience serving as an expert witness or court-approved administrator in class action lawsuits, including TCPA suits."

Youngman v. A&B Insurance and Financial Services, No. 6:16-cv-01478-CEM-GJK (M.D. Fla.)
Submitted an expert report and rebuttal on class identification and notification issues. The court relied on Ms. Verkhovskaya's "extensive experience in identifying class members in TCPA class actions" in finding that more than 99 percent of class members had associated mailable addresses that could receive class notice. On this basis, the court found that the class was ascertainable, and notice was administratively feasible, and approved a class settlement of $4.25 million.

Shamblin v. Obama for America, No. 8:13–cv–2428–T–33TBM (M.D. Fla.)
Testified at a *Daubert* hearing in support of her expert report analyzing several million call records. The court rejected the motion, finding that Ms. Verkhovskaya was "amply qualified," that her "relevant experience, education, and training render [her] competent to offer expert testimony in TCPA cases," and that she "employ[s] generally reliable methodologies which entail, *inter alia*, performance of detailed statistical analysis and utilization of LexisNexis data that has been independently verified by Verkhovskaya's company."

Abante Rooter & Plumbing, Inc. v. Alarm.com, Inc., No. 15-cv-06314 (N.D. Cal.)

Abdullah v. FedEx Corp. Services, Inc., No. 16-cv-03967 (N.D. Ill.)

Bakov v. Consol. World Travel, No. 15-cv-02980 (N.D. Ill.)

Baldwin v. Miracle-Ear, Inc., No. 20-cv-01502 (D. Minn.)

Balschmiter v. TD Auto Fin. LLC, No. 13-cv-01186 (E.D. Wis.)

Barron's Outfitters Inc. v. Deluxe Corp., No. 14-cv-01903 (D.S.C.)

Benzion v. Vivint, Inc., No. 12-cv-61826 (S.D. Fla.)

Berman v. Freedom Fin. Network, LLC, No. 18-cv-01060 (N.D. Cal.)

Birchmeier v. Caribbean Cruise Line, Inc., No. 12-cv-04069 (N.D. Ill.)

Biringer v. First Fam. Ins., Inc., No. 14-cv-00566 (N.D. Fla.)

Brieger v. Tellabs, Inc., No. 06-cv-1882 (N.D. Ill.)

Brinker v. Normandin's, No. 14-cv-03007 (N.D. Cal.)

Brown v. DIRECTV, LLC, No. 13-cv-01170 (C.D. Cal.)

Buchanan v. Sirius XM Radio, Inc., No. 17-cv-00728 (N.D. Tex.)

Caldera v. Am. Med. Collection Agency, No. 16-cv-00381 (C.D. Cal.)

Carrese v. Yes Online, Inc., No. 16-cv-05301 (C.D. Cal.)

Carroll v. SGS N. Am., Inc., No. 16-cv-00537 (M.D. La.)

Charvat v FTR Energy Services, LLC, No. 14-cv-00073 (D. Conn.)

Charvat v ICOT Hearing Sys., LLC, No. 17-cv-00245 (S.D. Ga.)

Charvat v. Nat'l Holdings Corp., No. 14-cv-02205 (S.D. Ohio)

Charvat v. Plymouth Rock Energy, LLC, No. 15-cv-04106 (E.D.N.Y.)

Charvat v. Santanna Natural Gas Corp., No. 18-cv-02310 (N.D. Ill.)

Charvat v. The Southard Corp., No. 18-cv-00190 (E.D.N.Y.)

Chinitz v. NRT West, Inc. d/b/a Coldwell Banker Residential Brokerage Co., No. 18-cv-06100 (N.D. Cal.)

Clough v. Revenue Frontier, LLC, No. 17-cv-00411 (D. N.H.)

In re Collecto, Inc., Tel. Consumer Prot. Act (TCPA) Litig., No. 14-md-02513 (D. Mass.)

Cordoba v. DIRECTV, LLC, No. 15-cv-03755 (N.D. Ga.)

Cortez v. Nat'l Credit Adjusters, LLC, No. 17-cv-02152 (S.D. Cal.)

Davis v. Post University, Inc., No. 18-cv-81004 (S.D. Fla.)

Deforest v. Royal Seas Cruises, Inc., No. 17-cv-01988 (S.D. Cal.)

Dembski v. Dallas Morning News, Inc., No. 18-cv-02042 (N.D. Tex.)

Desai v. ADT Security Services, Inc., No. 11-cv-1925 (N.D. Ill.)

Diaz-Lebel v. TD Bank USA, No. 17-cv-01611 (D.N.J.)

Dipuglia v. US Coachways, Inc., No. 17-cv-23006 (S.D. Fla.)

Donaca v. Dish Network, LLC, No. 11-cv-02910 (D. Colo.)

Drayton v. Toyota Motor Credit Corp., No. 16-cv-00046 (M.D. Fla.)

Duchene v. Westlake Services, *LLC,* No. 13-cv-01577 (W.D. Pa.)

Edwards v. Conn's, Inc., No. 18-cv-01998 (D. Nev.)

Elias v. Synchrony Bank, No. 14-cv-08093 (C.D. Cal.)

Fabricant v. Amerisave Mortgage Corp., No. 19-cv-04659 (C.D. Cal.)

Fanning v. HSBC Card Services, Inc., No. 12-cv-00885 (C.D. Cal.)

Fitzgerald v. Universal Pictures, No. 16-cv-01193 (M.D. Fla.)

Fitzhenry v. The ADT Corp. f/k/a ADT Security Services, Inc., No. 14-cv-80180 (S.D. Fla.)

Flowers v. Twilio, Inc., No. RG16804363 (Cal. Super. Ct.)

Fray-Witzer v. Metro. Antiques, LLC, No. 02-5827 (Mass. Super. Ct.)

Garcia v. Target Corp., No. 16-cv-20727 (S.D. Fla.)

Gilmore v. USCB Corp., No. 17-cv-00119 (M.D. Ga.)

Goins v. Palmer Recovery Attys., PLLC, No. 17-cv-00654 (M.D. Fla.)

Grogan v. Aaron's Inc., No. 18-cv-02821 (N.D. Ga.)

Harrison v. Great Healthworks, Inc., No. 17-cv-00705 (S.D. Cal.)

Heidarpour v. Central Payment Co., LLC, No. 15-cv-00139 (M.D. Ga.)

Hennie v. ICOT Hearing Sys., LLC, No. 18-cv-02045 (N.D. Ga.)

Hetherington v. Omaha Steaks, Inc., No. 13-cv-02152 (D. Or.)

Hewlett v. Mnet Financial, Inc., No. 19-cv-00864 (E.D. Cal.)

Hirsch v. USHealth Advisors, LLC, No. 18-cv-0245 (N.D. Tex.)

Hobbs v. Randall-Reilly, LLC, No. 19-cv-00009 (M.D. Ga.)

Hogaboom v. NCO Fin. Sys., Inc., No. 15-cv-06146 (E.D. Pa.)

Hopkins v. Modernize, Inc., No. 17-cv-40087 (D. Mass.)

Horton v. Cavalry Portfolio Services, *LLC*, No. 13-cv-00307 (S.D. Cal.)

Hossfeld v. Compass Bank, No. 16-cv-02017 (N.D. Ala.)

Hurley v. Messer, No. 16-cv-09949 (S.D. W.Va.)

Ikuseghan v. MultiCare Health Sys., No. 14-cv-05539 (W.D. Wash.)

Iverson v. Advanced Disposal Services., No. 18-cv-00867 (M.D. Fla.)

Jenkins v. National Grid USA, No. 15-cv-01219 (E.D.N.Y.)

Johansen v. Liberty Mutual Group, Inc., No. 15-cv-12920 (D. Mass.)

Johansen v. Nationwide Mutual Ins. Co., No. 16-cv-03634 (N.D. Ga.)

Johansen v. One Planet Ops, Inc., No. 16-cv-00121 (S.D. Ohio)

Johnson v. Navient Solutions, Inc., No. 15-cv-00716 (S.D. Ind.)

Johnson v. NPAS Solutions, LLC, No. 17-cv-80393 (S.D. Fla.)

Kleja v. Transworld Sys., Inc., No. 14-cv-00946 (N.D. Cal.)

Knapper v. Cox Commc'n. Inc., No. 17-cv-00913 (D. Ariz.)

Kubacki v. Peapod, LLC, No. 13-cv-00729 (N.D. Ill.)

LaVigne v. First Cmty. Bancshares, Inc., No. 15-cv-00934 (D. N.M.)

Leeb v. Charter Commc'n., Inc, No. 14-cv-02780 (E.D. Mo.)

Lennartson v. Papa Murphy's Int'l., LLC, No. 15-cv-05307 (W.D. Wash.)

Lofton v. Verizon Wireless LLC, No. 13-cv-05665 (N.D. Cal.)

Lushe v. Verengo Inc., No. 13-cv-07632 (C.D. Cal.)

Luster v. Green Tree Servicing, LLC, No. 14-cv-01763 (N.D. Ga.)

Manopla v. Home Depot USA, Inc., No. 15-cv-01120 (D.N.J.)

Martin v. aaiPharma, Inc., No. 04-cv-27 (E.D.N.C.)

Martin v. Global Tel*Link Corp., No. 15-cv-03464 (C.D. Cal.)

Mauthe v. Versa Cardio, LLC, No. 15-cv-00657 (M.D. Pa.)

Mendoza v. Storm Tight Windows of Tex., Inc., No. 19-cv-00225 (S.D. Tex.)

Meredith v. United Collection Bureau, Inc., No. 16-cv-01102 (N.D. Ohio)

Mey v. Direct Energy Services., No. 18-cv-182 (N.D. Ohio)

Mey v. DirecTV, LLC, No. 17-cv-00179 (N.D. W.Va.)

Mey v. Frontier Commc'n Corp., No. 13-cv-01191 (D. Conn.)

Mey v. Herbalife Int'l, Inc., No. 01-c-263 (W.Va. Cir. Ct.)

Mey v. Honeywell Int'l, Inc., No. 12-cv-01721 (S.D. W.Va.)

Mey v. Interstate Nat'l Dealer Services, Inc., No. 14-cv-01846 (N.D. Ga.)

Mey v. Matrix Warranty Solutions, Inc., No. 21-cv-62 (N.D.W.V.)

Mey v. Venture Data, LLC, No. 14-cv-00123 (N.D. W.Va.)

Mohamed v. Am. Motor Co., LLC, No. 15-cv-23352 (S.D. Fla.)

In re Monitronics Int'l, Inc. TCPA Litig., No. 13-md-02493 (N.D. W.Va.)

Morgan v. Florida Hosp., No. 18-cv-0142 (M.D. Fla.)

Morris v. Hornet Corp., No. 17-cv-00350 (E.D. Tex.)

Morris v. SolarCity Corp., No. 15-cv-05107 (N.D. Cal.)

Mulhern v. MacLeod, 808 N.E.2d 778 (Mass. 2004)

Naiman v. Total Merch. Services, Inc., No. 17-cv-03806 (N.D. Cal.)

New Concept Dental v. Dental Resource Sys.., Inc., No. 17-cv-61411 (S.D. Fla.)

Newhart v. Quicken Loans, Inc., No. 15-cv-81250 (S.D. Fla.)

Nguyen v. Vantiv, LLC, No. 15-cv-02436 (N.D. Cal.)

Ott v. Mortgage Inv. Corp. of Ohio, Inc., No. 14-cv-000645 (D. Or.)

Pieterson v Wells Fargo Bank, N.A., No. 17-cv-02306 (N.D. Cal.)

Reyes v. BCA Fin. Services, Inc., No. 16-cv-24077 (S.D. Fla.)

Rice-Redding v. Nationwide Mutual Ins. Co., No. 16-cv-03634 (N.D. Ga.)

Roberts v. Wyndham Int'l, Inc., No. 12-cv-05083 (N.D. Cal.)

Samson v. United Health Care Services, No. 19-cv-00175 (W.D. Wash.)

Sandoe v. Boston Scientific Corp., No. 18-cv-11826 (D. Mass.)

Sapan v. Yelp, Inc., No. 17-cv-03240 (N.D. Cal.)

Saunders v. Cabela's Wholesale, Inc., CGC-14-537095 (Cal. Super. Ct.)

Schaevits v. Braman Hyundai, Inc., No. 17-cv-23890 (S.D. Fla.)

Schaffer v. First Choice Payment Solutions, No. 18-cv-01981 (C.D. Cal.)

Sheean v. Convergent Outsourcing, Inc., No. 18-cv-11532 (E.D. Mich.)

Shulruff v. Inter-Med, Inc., No. 16-cv-00999 (N.D. Ill.)

Shuckett v. Dialamerica Marketing Inc., No. 17-cv-02073 (S.D. Cal.)

Sivsubramanian v. DNC Health Corp., No. 10-cv-03522 (C.D. Cal.)

Skulevold v. SD&A Teleservices, Inc., No. 20-cv-02771 (C.D. Cal.)

Slovin v. Sunrun, Inc., No. 15-cv-05340 (N.D. Cal.)

Spaner v. The Coca-Cola Co., No. 19-cv-22210 (S.D. Fla.)

Southwell v. Mortgage Inv. Corp., No. 13-cv-01289 (W.D. Wash.)

St. John v. Keller Williams Realty, Inc., No. 19-cv-01347-PGB-DCI (M.D. Fla.)

Sundermann v. Rohlf, No. 19-cv-00140 (S.D. Iowa)

Tannlund v. Real Time Resolutions, Inc., No. 14-cv-05149 (N.D. Ill.)

Thomas v. Fin. Corp. of America, No. 19-cv-00152 (N.D. Tex.)

Thomas v Peterson's Harley Davidson of Miami, LLC, No. 18-cv-61723 (S.D. Fla.)

Tomeo v. Citigroup Inc., No. 13-cv-04046 (N.D. Ill.)

Tope v. Bankers Life & Cas. Co., No. 18-cv-01448 (N.D. Ill.)

Trenz v. Volkswagen Group of Am., No. 15-cv-08356 (C.D. Cal.)

Vizcarra v. Macys.com Inc., No. 14-cv-02041 (C.D. Cal.)

Walker v. CMRE Financial Services, Inc., No. 20-cv-02218-BEN-JLB (S.D. Cal.)

Warnick v. DISH Network, LLC, No. 12-cv-01952 (D. Colo.)

Watson v. Lexus of Manhattan, No. 20-cv-04572 (S.D.N.Y.)

West v. Cal. Services Bureau, Inc., No. 16-cv-0324 (N.D. Cal.)

Williams v. PillPack, LLC, No. 19-cv-05282 (W.D. Wash.)

Williams v. The Pisa Group, Inc., No. 18-cv-04752 (E.D. Pa.)

Wilson v. Badcock Home Furniture, No. 17-cv-02739 (M.D. Fla.)

Winters v. Capital One Bank (USA) N.A., No. 17-cv-01178 (C.D. Cal.)

Wright v. eXp Realty, LLC, No. 18-cv-01851 (M.D. Fla.)

Wuest v. MyPillow, Inc., No. 18-cv-03658 (N.D. Cal.)

Zeidel v. Mozeo, LLC, No. 13-cv-06989 (N.D. Ill.)

Telephone Consumer Protection Act Notice and Claims Administration Cases

***Buchanan v. Sirius XM Radio, Inc.*, No. 17-cv-728 (N.D. Tex.)**
Submitted an expert report and rebuttal report on class identification and notification issues. CEG was named as settlement administrator for the $25 million TCPA class action settlement. CEG coordinated reverse append processes, mailed more than 5.8 million postcards, and sent more than 41 million emails to potential class members. In addition, the company developed a digital marketing campaign that received more than 15 million impressions. Overall, as settlement administrator, CEG processed more than 437,500 claims.

Benzion v. Vivint, Inc., No. 12-cv-61826 (S.D. Fla.)

Brey Corp v. Life Time Improv., Inc., No. 11-cv-00948 (D. Md.)

Brieger v. Tellabs, Inc., No. 06-cv-1882 (N.D. Ill.)

Brown v. Rita's Water Ice Franchise Co., LLC, No. 15-cv-3509 (E.D. Pa.)

Collins v. Am. Consumer Shows, Inc., No. 10-cv-11912 (D. Mass.)

Desai v. ADT Security Services, Inc., No. 11-cv-1925 (N.D. Ill.)

Duchene v. Westlake Services, LLC, No. 13-cv-01577 (W.D. Pa.)

Fray-Witzer v. Metropolitan Antiques, LLC, No. 02-5827 (Mass. Super. Ct.)

Fray-Witzer v. Olde Stone Land Survey Co., Inc., No. 08-cv-04175 (Mass. Super. Ct.)

Heidarpour v. Cent. Payment Co., LLC, No. 15-cv-00139 (M.D. Ga.)

Horton v. Cavalry Portfolio Services, *LLC*, No. 13-cv-00307 (S.D. Cal.)

Ikuseghan v. MultiCare Health Sys., No. 14-cv-05539 (W.D. Wash.)

Krakauer v. DISH Network, LLC, No. 14-cv-00333 (M.D.N.C.)

LaVigne v. First Cmty. Bancshares, Inc., No. 15-cv-00934 (D.N.M.)

Luster v. Green Tree Servicing, LLC, No. 14-cv-01763 (N.D. Ga.)

Mann & Co., PC v. C-Tech Ind., Inc., No. 08-cv-11312 (D. Mass.)

Martin v. Dun & Bradstreet, Inc., No. 12-cv-00215 (N.D. Ill.)

Mey v. Herbalife Int'l, Inc., No. 01-C-263 (W.Va. Cir. Ct.)

Mey v. Interstate Nat'l Dealer Services, Inc., No. 14-cv-01846 (N.D. Ga.)

Mey v. Venture Data, LLC, No. 14-cv-00123 (N.D. W.Va.)

Milford & Ford Assoc., Inc. v. Am. Consumer Shows, LLC, No. 10-cv-11912 (D. Mass.)

Milford & Ford Assoc., Inc. v. Cell-Tek, LLC, No. 09-cv-11261 (D. Mass.)

Mohamed v. Am. Motor Co., LLC, No. 15-cv-23352 (S.D. Fla.)

Munday v. Navy Fed. Credit Union, No. 15-cv-01629 (C.D. Cal.)

Nguyen v. Vantiv LLC, No. 15-cv-02436 (N.D. Cal.)

Ward v. Flagship Credit Acceptance LLC, No. 17-cv-02069 (E.D. Pa.)

Consumer Notice and Claims Administration Cases

Acevedo v. Lawyers Title Ins. Corp., No. 03-CH-07718 (Ill. Cir. Ct.)

Allen v. HealthPort Tech., LLC, No. 12-CA-013154 (Fla. Cir. Ct.)

Alper v. Warnock Ford, Inc., No. MRS-L-1644-10 (N.J. Super. Ct.)

Arias v. Award Homes, Inc., No. M54183 (Cal. Super. Ct.)

Arteaga v. MODA Furniture, Inc., No. L-000980-05 (N.J. Super. Ct.)

Black v. Metso Paper USA, Inc., No. 05-cv-1951 (M.D. Pa.)

Blanco v. KeyBank USA, N.A., No. 03-cv-524 (N.D. Ohio)

Bosland v. Warnock Dodge, Inc., No. MRS-L-844-06 (N.J. Super. Ct.)

Bragg v. Bill Heard Chevrolet, Inc.-Plant City, No. 02-cv-609-T-30EAJ (M.D. Fla.)

Brown v. Hayt, Hayt & Landau, LLC, No. L-7042-07 (N.J. Super. Ct.)

Brumfield v. Countrywide Home Loans, Inc., No. 08-cv-93-HSO-JMR (S.D. Miss.)

Burns v. First American Bank, No. 04-cv-7682 (N.D. Ill.)

Canning v. Concord EFS, Inc., No. L-6609-02 (N.J. Super. Ct.)

Carlson v. State of Alaska, Commercial Fisheries Entry Comm'n, No. 3AN-845790 CI (Alaska Super. Ct.)

Cerda v. Associates First Capital Corp., No. M-03-146 (S.D. Tex.)

Clearview Imaging, LLC v. Dairyland Ins., No. 04-11399 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Mercury Ins. Co. of Fla., No. 035170 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Nationwide Mutual Ins. Co., No. 0410396 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Progressive Consumers Ins. Co., No. 034174 (Fla. Cir. Ct.)

Clemons v. Thompson, No. MON-L-001980-07 (E.D.N.Y.)

Cohen v. JPMorgan Chase & Co., No. 04CV4098 (E.D.N.Y.)

Coleman v. Lincoln Wood Products, Inc., No. 99-cv-1362 (N.J. Super. Ct.)

Commonwealth of Massachusetts v. H&R Block, Inc., No. 08-2474-BLS1 (Mass. Super. Ct.)

Coppess v. Healthways, Inc., No. 10-cv-00109 (M.D. Tenn.)

Corsello v. Verizon New York, Inc., No. 39610/07 (N.Y. Super. Ct.)

Cotton v. Ferman Mngmt. Services Corp., No. 02-cv-08115 (Fla. Cir. Ct.)

Cottrell v. Gardner, No. 02-cv-121(I), Super. Fin. Corp. Deriv. Action (Ark.)

Croxall v. Tampa Hund L.P., No. 03-6201 (Fla. Cir. Ct.)

Cruz v. Condor Capital Corp., No. MID-L-2108-06 (N.J. Super. Ct.)

Curtis v. Northern Life Ins. Co., No. 01-2-18578-1 SEA, (Wash. Super. Ct.)

Di Popolo v. Ramsey Nissan, Inc., No. BER-L-10319-09, (N.J. Super. Ct.)

Dishkin v. Tire Kingdom, Inc., No. 08-2088 (Fla. Cir. Ct.)

Drury v. Countrywide Home Loans, Inc., No. 08-cv-152-ORL-28 DAB (M.D. Fla.)

Eisenberger v. Boston Service Co., Inc., No. MID-L-10366-09 (N.J. Super. Ct.)

Epstein v. Sears, Roebuck and Co., No. UNN-L-1732-09 (N.J. Super. Ct.)

Est. of Gary Robertson v. ADS Alliance Data Sys., Inc., No. 11-cv-1652 (M.D. Fla.)

Est. of Mitchell Hampton v. Beverly Enterprises, Inc., No. 2004-95-3 (Ala. Cir. Ct.)

Estep v. Smythe Volvo, Inc., No. UNN-L-004184-03 (N.J. Super. Ct.)

Evans v. Stewart Title Guaranty Co., No. 04-06630-05 (Fla. Cir. Ct.)

Family Open MRI, Inc. v. Direct Gen. Ins. Co., No. 03-4175 (Fla. Cir. Ct.)

Fernando v. Neopost USA, Inc., No. BC439856 (Cal. Super. Ct.)

Fernando v. Priority Mailing Sys., No. BC439857 (Cal. Super. Ct.)

Ferro v. Florida Windstorm Underwriting Assoc., No. 00014808 (Fla. Cir. Ct.)

Francis v. A&E Stores, Inc., No. 06-cv-1638 (S.D.N.Y.)

Franco v. Ace Parking Management Inc., No. BC 392809 (Cal. Super. Ct.)

Froumy v. Stark & Stark, No. 09-cv-04890 (D.N.J.)

FW Transportation, Inc. v. Associates Commercial Corp., No. C200000084 (Tex. Cir. Ct.)

Gilley v. Ernie Haire Ford, Inc., No. 02-8101 (Fla. Cir. Ct.)

Graham v. Town & Country Disposal of Western Missouri, Inc., No. 10-cv-00551 (W.D. Mo.)

Greenstein v. Nations Title Agency of Florida, Inc., No. 07-014085 (Fla. Cir. Ct.)

Gulf Coast Injury Center, LLC v. Nationwide Mutual Fire Ins. Co., No. 08-012621 (Fla. Cir. Ct.)

Hamilton v. ATX Services Inc., No. 08-cv-0030 (W.D. Mo.)

Haynes v. Baptist Health, 240 S.W.3d 576 (Ark. 2006)

Hellmers v. Countrywide Home Loans, Inc., No. 07-7703 (E.D. La.)

Hill v. Am. Med. Sec. Life Ins. Co., C.A. No. 06-cv-00332 (W.D. Tex.)

Hill v. Countrywide Home Loans, Inc., No. A-0178441 (E.D. Tex.)

Hudson United Bank v. Chase, No. L-235-05 (N.J. Super. Ct.)

Hughley v. Md. Cas. Co., No. 06-21428-CIV-ALTONAGA (S.D. Fla.)

Hutson v. Baptist Health, No. CV 08-8221 (Ark. Cir. Ct.)

Hutt v. Martha Stewart Living Omnimedia, Inc., N.Y. Slip. Op. 651249/2012 (N.Y. Super. Ct.)

Kalow & Springut, LLP v. Commence Corp., No. 07-3443 (D.N.J.)

Kay v. Wells Fargo & Co., No. 07-cv-01351 (N.D. Ca.)

Lafayette Life Ins. Co. v. Cty. of Menasha, No. 09-cv-64TLS-APR (N.D. Ind.)

Mann v. Lawyers Title Ins. Corp. No. 03 CH 15223 (Ill. Cir. Ct.)

Mantzouris v. Scarritt Motor Grp., Inc., No. 03-cv-0015-T-30-MSS (M.D. Fla.)

Martin v. Foster Wheeler Energy Corp., No. 06-cv-00878 (C.D. Cal.)

Mayotte v. Assoc. Bank, N.A., No. 07-cv-00033 (N.D. Fla.)

Meadows v. Clearwater Bay Mktg, LLC, No. 49C01-0812-PL-054708 (Ind. Cir. Ct.)

Means v. River Valley Fin. Bank, No. 49D12-0704-PL016504 (Ind. Super. Ct.)

Miller v. Weltman, Weinberg & Reis Co., L.P.A., No. MID-L-006248-07 (N.J. Super. Ct.)

Monroy v. Citrus Cnty., No. 2004-CA-1840 (Fla. Cir. Ct.)

Moore v. The Hertz Corp., No. 03-11772 (Fla. Cir. Ct.)

Mortgage Settlement Consumer Restit. Prog. (Foreclosure Restit. Prog. and BOA Victims Prog.)

NSL Capital Mgmt. v. Gorman, No. C-48-08 (N.J. Super. Ct.)

Nthenge v. Pressler and Pressler, LLP, No. C-00-1211-PH (N.D. Cal.)

Obermeyer v. MarineMax East, Inc., No. 08-54007-CA-24 (Fla. Cir. Ct.)

Olivo v. Homecomings Fin., LLC, No. 06-4625 (N.Y. Super. Ct.)

Open MRI of Pinellas, Inc. v. Atlanta Cas. Ins. Co., No. 03-7721 (Fla. Cir. Ct.)

Ori v. Fifth Third Bank and Fiserv, Inc., No. 08-cv-00432-LA (E.D. Wis.)

Ownby v. Citrus Cnty., Florida, No. 04-CA-1840 (Fla. Cir. Ct.)

Parker v. Am. Med. Sec. Grp., Inc., No. 04-1-1980-42 (Ga. Super. Ct.)

Parthiban v. GMAC Mortgage Corp., SACV05-768-ODW (C.D. Cal.)

Perez v. Rent-A-Center, Inc., No. 01-cv-7593 (N.J. Super. Ct.)

Pettway v. Harmon Law Offices, P.C., No. 03-10932-RGS (D. Mass.)

Pickett v. Triad Fin. Corp., No. MID-L-007727-05 (N.J. Super. Ct.)

Pollitt v. DRS Towing, LLC, No. 10-cv-1285 (D.N.J.)

Premier Open MRI, LLC v. Progressive Am. Ins. Co., No. 04-00021 (Fla. Cir. Ct.)

Puritan Budget Plan, Inc. v. Amstar Ins. Co., No. 04-10428 (Fla. Cir. Ct.)

Ragsdale v. SanSai USA, Inc., No. 07-cv-1246 WQH (S.D. Cal.)

S. Parker Hardware Mfg. Corp. v. AT&T Corp., No. BER-L-162-06 (N.J. Super. Ct.)

Saint Pete MRI v. Auto Club South Ins. Co., No. 10-CA-013134 (Fla. Cir. Ct.)

Saint Pete MRI v. Hartford, No. 10-03925 (Fla. Cir. Ct.)

Sam v. White, No. 49D06-1006-PL-027492 (Ind. Super. Ct.)

Santos v. Silver, No. MID-L-08188-07 (N.J. Super. Ct.)

Scher v. Oxford Health Plans, Inc., Am. Arbitration Ass'n, No. 11 193 00548 05

Sheikh v. Maxon Hyundai, Inc., No. L-000476-09 (N.J. Super. Ct.)

Silke v. Irwin Mortgage Corp., No. 49D03-0304-PL-000697 (Ind. Super. Ct.)

Soden v. East Brunswick Buick, Nos. L-2510-03, L-5617- 03 (N.J. Super. Ct.)

Sokoloski v. Stewart Title Guar. Co., No. 08-cv-00236-AWT (D. Conn.)

UltraOpen MRI Corp. v. Hartford Cas. Ins. Co., No. 07- CA009132 (Fla. Cir. Ct.)

UltraOpen MRI Corp. v. Nationwide Assurance Co., No. 03-010725 (Fla. Cir. Ct.)

United Cons. Fin. Ser. v. Carbo, 982 A.2d 7 (N.J. Super. Ct. App. Div. 2009)

Valley Nat'l Bank v. Cahn, No. L-0504-04 (N.J. Super. Ct.)

Veal v. Crown Auto Dealerships, Inc., No. 04-cv-0323-T-27 (M.D. Fla.)

Walker v. Hill Wallack LLP, No. MID-L-003480-08 (N.J. Super. Ct.)

Wells v. DTD Enterprises, Inc., No. L-9012-07 (N.J. Super. Ct.)

Wenger v. Cardo Inc., No. MID-L-4924-07 (N.J. Super. Ct.)

Wenger v. Freehold Subaru, LLC, No. MON-L-4003-10 (N.J. Super. Ct.)

Williams v. CBE Grp., No. 11-cv-3680-PS (D.N.J.)

Yarviv v. AT&T Corp., No. SOM-L-272-05 (N.J. Super. Ct.)

Yingling v. eBay, Inc., 09-cv-01733 JW (N.D. Cal.)

Civil Rights Notice and Claims Administration Cases

Leslie Ann Wilkie Peltier v. Debra Haaland, Secretary of the Interior, No. 1:20-cv-03775-TFH (D.D.C.)

A class action lawsuit to redress alleged breaches of trust by the U.S. Department of the Interior, the U.S. Department of the Treasury, and the U.S. of America with respect to the accounting and management of two Judgment Awards of the Indian Claims Commission. The $59 million settlement provides relief to several generations of tribal families. Ms. Verkhovskaya developed a novel class notification and claims adjudication process that quickly and efficiently distributed settlement funds to surviving tribal members and their heirs. At the preliminary approval hearing, the federal judge overseeing the settlement noted that CEG was "instrumental in helping to shape the deal…"

At the final settlement approval fairness hearing, class counsel noted that CEG "made extensive efforts to identify and reach" the class and that CEG's class notification efforts "have met or gone beyond the Rule 23 and due process…requirements…The notice program here has been thorough…" In the order granting final settlement agreement approval, the court noted that CEG's class notification process provided "the best notice practicable under the circumstances…and it was reasonably calculated to reach the class members."

As an indication of the notice adequacy and its expansive reach, claimants were reached beyond the USA and claims were filed by class members from six additional countries: Australia, Austria, Canada, The Netherlands, Norway, and South Korea.

German Forced Labour Compensation Programme (GFLCP)

Ms. Verkhovskaya was appointed by the government of Germany to lead notice and claims collection efforts in the GFLCP. Under Ms. Verkhovskaya's direction, the program located more than 43,000 Romani survivors in 17 countries in central and eastern Europe who were potentially eligible for humanitarian aid. Ms. Verkhovskaya oversaw creation of a comprehensive database for the GFLCP and the Holocaust Victim Assets Programme and coordinated direct assistance with claim completion for more than 11,000 Romanies in eight central and eastern European countries.

In re Holocaust Victim Assets Litig., 105 F. Supp. 2d 139 (E.D.N.Y. 2000)

Ms. Verkhovskaya played a key role in a worldwide Phase I notice program that resulted in the processing of more than 500,000 initial questionnaires relating to a $1.25 billion settlement. In Phase III of that matter, Ms. Verkhovskaya coordinated delivering notice to more than 10,000 Jewish communities in 109 countries. In both Phases I and III of that matter, Ms. Verkhovskaya administered international help and call centers that directly assisted more than 100,000 potential claimants, created a class-appropriate notice targeting members of the Romani community in 48 countries, directed hundreds of staff in communicating with Romani communities and individuals, and notified more than two million people of the settlement.

International Commission of Holocaust Era Insurance Claims (ICHEC)

Ms. Verkhovskaya was appointed by Chairman Lawrence Eagleburger, former U.S. Secretary of State, to serve as consultant to ICHEIC on notice and outreach strategies and supervised the notification of claimants and face-to-face assistance programs in eastern Europe and the former Soviet Union.

Project HEART: Holocaust Era Asset Restitution Taskforce

Ms. Verkhovskaya was appointed by the Israeli government as the administrative director of Project HEART to provide essential tools, strategy, and information to enable Israel and its partners to secure restitution for eligible Jewish Holocaust victims and their heirs. Project HEART was one of the most comprehensive multilingual notice campaigns ever undertaken, covering 137 countries. Ms. Verkhovskaya assisted in launching a multilingual, interactive website, establishing a 24-hour call center in 13 languages, distributing more than 500,000 documents to potentially eligible families of Holocaust victims, handling more than 80,000 telephone calls, conducting archival research, and creating the most comprehensive online database of looted Jewish property in history. Ms. Verkhovskaya oversaw and directed the establishment of the largest and most complex data repository in the world, of nearly two million records identifying Jewish property stolen or looted during the Holocaust. In addition, under Ms. Verkhovskaya supervision, Project HEART reached out to 15,000 non-governmental organizations (NGOs) to engage them in the project and provide personal assistance to thousands of Holocaust victims and their heirs in making their claims.

In re Assicurazioni Generali S.p.A. Holocaust Ins. Litig., 228 F.Supp.2d 348 (S.D.N.Y.)

Austrian Banks Holocaust Litig., Nos. 01-3017, 01-3019, 01-3024, 01-3025 (S.D.N.Y.)

Flood v. Dominguez, No. 08-cv-153 (N.D. Ind.)

U.S. SEC Fairness Actions Notice and Claims Administration

In re Morgan Asset Mgmt., Inc., SEC Admin. Proceeding File No. 3-13847

SEC v. Anderson, No. 05-1128 (D. Minn.)

SEC v. The BISYS Grp., Inc., No. 07-cv-04010-KMK (S.D.N.Y.)

SEC v. Gen-See Capital Corp., No. 09-cv-00014S (W.D.N.Y.)

SEC v. RenaissanceRe Holdings Ltd., No. 07-cv-00865 RWS (S.D.N.Y.)

SEC v. Rockford Funding Grp., No. 09-cv-10047-PGG (S.D.N.Y.)

SEC v. Take-Two Interactive Software, Inc., No. 09-cv-03113 (S.D.N.Y.)

SEC v. Tecumseh Holdings Corp., 765 F. Supp. 2d 340 (S.D.N.Y.)

SEC v. Value Line, Inc., SEC Admin. Proceeding File No. 3-13675

SEC v. WexTrust Capital, LLC, No. 08-cv-7104 (S.D.N.Y.)

SEC v. Zomax, Inc., No. 04-1155 (D. Minn.)

Antitrust Notice and Claims Administration Cases

Ace Marine Rigging & Supply, Inc. v. Virginia Harbor Services, Inc., No. 11-cv-00436 (C.D. Cal.)

Board of Commr.'s of the Port of New Orleans v. Virginia Harbor Services Inc., No. 11-cv-00437 (C.D. Cal.)

In re DDAVP Indirect Purchaser Antitrust Litig., No. 05-2237 (S.D.N.Y.)

In re Iowa Ready-Mixed Concrete Antitrust Litig., No. 10-004038-MWB (N.D. Iowa)

In re Marine Hose Antitrust Litig., No. 08-1888 (S.D. Fla.)

In re Platinum and Palladium Commodities Litig., No. Civ 3617-WHP (S.D.N.Y.)

In re Potash Antitrust Litig. (II), No. 08-6910 (N.D. Ill.)

In re Ready-Mixed Concrete Antitrust Litig., No. 05-cv-00979-SEB-VSS (S.D. Ind.)

Securities Notice and Claims Administration Cases

In re ACS S'holders Litig., No. 06-cv-1592-M (N.D. Tex.)

In re Adolor Corp. S'holders Litig., No. 6997-VCN (Del. Ch.)

In re Affiliated Computer Services ERISA Litig., No. 06-cv-1592-M (N.D. Tex.)

In re AirGate PCS, Inc. Sec. Litig., No. 02-cv-1291-JOF (N.D. Ga.)

In re Am. Italian Pasta Co. Sec. Litig., No. 05-cv-0725-W-ODS (W.D. Mo.)

In re Andrx Corp., 296 F.Supp.2d 1356 (S.D. Fla.)

In re Atlas Energy, Inc. S'holders Litig., No. 5990-VCL (Del. Ch.)

Bauman v. Super. Fin. Corp., No. 01-cv-00756 GH (E.D. Ark.)

In re Beckman Coulter, Inc. Sec. Litig., No. 10-cv-1327-JST (C.D. Cal.)

In re BigBand Networks, Inc. Sec. Litig., No. 07-cv-5101 (N.D. Cal.)

In re BISYS Sec. Litig., No. 04-cv-3840 (JSR) (S.D.N.Y.)

In re BP Prudhoe Bay Royalty Trust Sec. Litig., No. C06-1505 (W.D. Wash.)

Capovilla v. Lone Star Tech., Inc., No. 07-02979 (Tex. Dist. Ct.)

In re Cbeyond, Inc. Sec. Litig., No. 08-cv-1666 (CC) (N.D. Ga.)

Cement Masons & Plasterers Joint Pension Trust v. TNS, Inc., No. 06-cv-363 (E.D. Va.)

In re CNX Gas Corp. S'holders Litig., No. 5377-VCL (Del. Ch.)

In re Connetics Sec. Litig., No. C 07-02940 SI (N.D. Cal.)

In re CP Ships Ltd. Sec. Litig., No. 05-md-1656-T-27TBM (M.D. Fla.)

Dandong v. Pinnacle Performance Ltd., No. 10-cv-8086 (S.D.N.Y.)

DeCario v. Lerner N. Y., Inc., No. BC 317954 (Cal. Super. Ct.)

In re Del Monte Foods Co. S'holder Litig., No. 6027- VCL (Del. Ch.)

In re Delphi Fin. Grp. S'holders Litig., No. 7144-VCG (Del. Ch.)

In re Dura Pharm., Inc. Sec. Litig., No. 99-cv-0151-JLS (WMC) (S.D. Cal.)

In re Emergent Grp., Inc. S'holder Litig., No. BC455715 (Cal. Super. Ct.)

Friedman v. Rayovac Corp., No. 02-cv-0308-C (W.D. Wis.)

Friewalde v. Boeing Aero. Operations, Inc., No. 06-Vcv-236 (W.D. Tex.)

In re Gen. Electric Co. Sec. Litig., No. 09-cv-1951 (DLC) (S.D.N.Y.)

In re Gilead Sci. Sec. Litig., No. C-03-4999-SI (N.D. Cal.)

In re Goodrich S'holders Litig., No. 11-13699 (N.Y. Super. Ct.)

Groen v. PolyMedica Corp., No. 07-3352 (Mass. Super. Ct.)

Hall v. The Children's Place Retail Stores, Inc., No. 07-cv-08252-SAS (S.D.N.Y.)

In re Hearst-Argyle S'holder Litig., No. 09-cv-600926 (N.Y. Super. Ct.)

Hess v. Oriole Homes Corp., No. 07-7703 (Fla. Cir. Ct.)

Holley v. Kitty Hawk, Inc., No. 00-cv-0828-P (N.D. Tex.)

In re IBM Corp. Sec. Litig., No. 05-cv-6279 (S.D.N.Y.)

In re ICG Commc'n, Inc. Sec. Litig., No. 00-cv-1864-REBBNB (D. Colo.)

In re InfoSonics Sec. Litig., No. 06-cv-1231-JLS (S.D. Cal.)

In re J. Crew Grp., Inc. S'holders Litig., No. 6043-CS (Del. Ch.)

Kellman v. Forever 21 Retail, Inc., No. 12-32841 CA 05 (Fla. Cir. Ct.)

In re King Pharm., Inc. Sec. Litig., No. 03-cv-77 (E.D. Tenn.)

Kubota v. Walker, No. 06-02446 (Tex. Dist. Ct.)

In re LDK Solar Sec. Litig., No. C 07-05182 WHA (N.D. Cal.)

In re Lehman Bros. Equity/Debt Sec. Litig., No. 09-md-2017 (S.D.N.Y.)

Lehmann v. Ivivi Tech., Inc., No. C-343-09 (N.J. Super. Ct.)

In re Lernout & Hauspie Sec. Litig., Nos. 00-cv-11589, 04-cv-1738 (D. Mass.)

In re Limelight Networks, Inc. Sec. Litig., No. CV07-01603 (D. Ariz.)

Long v. Eschelon Telecom, Inc., No. 27-cv-07-6687 (Minn. Dist. Ct.)

La. Mun. Police Employees Ret. Sys. v. Deloitte & Touche LLP, No. 04-621 (E.D.N.Y.)

In re Martek Biosciences Corp. Sec. Litig., No. MJG 05-1224 (D. Md.)

In re Massey Energy Co. Sec. Litig., No. 10-cv-00689-ICB (N.D. Cal.)

In re MBNA Corp. Sec. Litig., No. 05-cv-00272-GMS (D. Del.)

In re Metavante Tech., Inc. S'holder Litig., No. 09-CV5325 (Wis. Cir. Ct.)

In re Micromuse, Inc. Sec. Litig., No. C-04-0136 BZ (N.D. Cal.)

In re MK Res. Co. S'holders Litig., Nos. 1692-VCS, 1598VCS (Del. Ch.)

Montalvo v. Tripos, Inc., No. 03-cv-995SNL (E.D. Mo.)

In re Motive, Inc. Sec. Litig., Nos. A-05-cv-923-LY, A06-CA-017-LY (W.D. Tex.)

Mozenter v. Nalco Holding Co., No. 11-MR-001043 (Ill. Cir. Ct.)

In re Novamed, Inc. S'holders Litig., No. 6151-VCP (Del. Ch.)

In re NX Networks Sec. Litig., Nos. 00-cv-11850-JLT, 01- CV10377-JLT (D. Mass.)

In re OSI Pharm., Inc. Sec. Litig., No. 04-cv-05505- JSWDW (E.D.N.Y.)

In re Pacific Gateway Exch., Inc. Sec. Litig., No. 00-cv-1211 (N.D. Cal.)

In re Par Pharm. Cos., Inc. S'holders Litig., No. 7715(VCP) (Del. Ch.)

In re Par Pharm. Sec. Litig., No. 06-cv-03226 (D.N.J.)

Paskowitz v. Ernst & Young, LLP, No. A-08-CA-188-LY (W.D. Tex.)

Pension Tr. Fund for Operating Eng'rs v. Assisted Living, 943 F. Supp. 2d 913 (E.D. Wis.)

Police & Fire Ret. Sys. of the Cty. of Detroit v. SafeNet, Inc., No. 06-cv-05797 (S.D.N.Y.)

Provo v. China Organic Ag., Inc., No. 08-cv-1081 (S.D.N.Y.)

Quaak v. Dexia, S.A., No. 03-cv-11566 (D. Mass.)

Raspante v. Harris Interactive, No. 9148-VCP (Del. Ch.)

Raul v. Western Liberty Bancorp, No. A-12-668865-B (Nev. Dist. Ct.)

In re Reliant Sec. Litig., No. H-02-1810 (S.D. Tex.)

In re RenaissanceRe Holdings Ltd. Sec. Litig., No. 05-cv-06764-WHP (S.D.N.Y.)

Rubin v. MF Global, Ltd., No. 08-cv-2233 (S.D.N.Y.)

In re Scottish Re Grp. Sec. Litig., No. 06-cv-5853 (S.D.N.Y.)

Serino v. Kenneth Lipper, et. al., No. 04/602106 (N.Y. Super. Ct.)

In re Sexy Hair Concepts, LLC, No. 10-bk-25919-GM (Bankr. C.D. Cal.)

In re SFBC Intern'l Sec. & Deriv. Litig., No. 06-cv-000165-SRC (D.N.J.)

In re SLM Corp. Sec. Litig., No. 08-cv-1029 (S.D.N.Y.)

In re Supervalu, Inc. Sec. Litig., No. 02-cv-1738 (D. Minn.)

In re Suprema Specialties, Inc. Sec. Litig., No. 02-168 (D.N.J.)

In re Symbol Tech., Inc. Sec. Litig., No. 02-cv-1383 (E.D.N.Y.)

In re Take-Two Interactive Sec. Litig., 551 F. Supp. 2d 247 (S.D.N.Y.)

Taylor v. McKelvey (Monster Worldwide, Inc.), No. 06-cv-8322 (S.D.N.Y.)

In re TD Banknorth S'holders Litig., No. 2557-VCL (Del. Ch.)

In re Ticketmaster Ent. S'holder Litig., No. BC407677 (Cal. Super. Ct.)

In re Tyson Foods, Inc. Sec. Litig., No. 01-425-SLR (D. Del.)

Valuepoint Partners, Inc. v. ICN Pharm., Inc., No. 03-cv-989 DOC (C.D. Cal.)

In re Vaso Active Pharm. Deriv. Litig., Nos. 04-10792, 04-10708 (D. Mass.)

In re Viisage Tech., Inc. Sec. Litig., No. 05-cv-10438-MLW (D. Mass.)

In re VisionAmerica, Inc. Sec. Litig., No. 00-0279 (M.D. Tenn.)

In re Vonage IPO Sec. Litig., No. 07-cv-177 (D.N.J.)

In re Warner Chilcott Ltd. Sec. Litig., No. 06-cv-11515 (S.D.N.Y.)

Zametkin v. Fid. Mgmt. & Research Co., No. 08-cv-10960 (D. Mass.)

In re Zomax, Inc. Sec. Litig., No. 05-cv-01128 (D. Minn.)

Other Notice and Claims Administration Cases

In re AIG ERISA Litig., No. 04-cv-9387 (S.D.N.Y.)

Akins v. Worley Catastrophe Response, LLC, 921 F. Supp. 2d 593 (E.D. La. 2013)

Alakayak v. All Alaskan Seafoods, Inc., No. 3AN-95-4676 CIV (Alaska Super. Ct.)

Baptista v. Mut. of Omaha Ins. Co., No. 10-467 ML (D.R.I.)

In re Bear Stearns Cos., Inc. ERISA Litig., No. 08-MDL-1963 (S.D.N.Y.)

In re Beazer Homes USA, Inc. ERISA Litig., No. 07-cv-00952 (N.D. Ga.)

Brattain v. Richmond State Hosp., No. 49D11-0108-CP-1309 (Ind. Super. Ct.)

In re Calpine Corp. ERISA Litig., No. C 03-cv-1685 (N.D. Cal.)

In re Cardinal Health, Inc. ERISA Litig., No. C2-04-643 (S.D. Ohio)

Carlson v. C.H. Robinson Worldwide, Inc., No. 02-cv-3780 (D. Minn.)

Chao v. Slutsky, No. 01-cv-7593 (E.D.N.Y.)

Clayton v. Velociti, Inc., No. 08-cv-2298-CM/GLZ (D. Kan.)

In re Consumers Trust, No. 05–60155 (REG) (S.D.N.Y.)

In re Diebold ERISA Litig., No. 06-cv-0170 (N.D. Ohio)

In re Elec. Data Sys. Corp. ERISA Litig., 03-md-1512, 03cv-126 (E.D. Tex.)

In re Enter. Rent-A-Car Wage & Hour Emp't Practices Litig., No. 2056 (W.D. Pa.)

In re Fannie Mae ERISA Litig., No. 04-cv-01784 (D.D.C.)

In re Flag Telecom Holdings, Ltd. Sec. Litig., No. 02-cv-3400 (S.D.N.Y.)

In re Fremont Gen. Corp. Litig., 07-cv-02693 JHN (C.D. Cal.)

Griffin v. Flagstar Bancorp, Inc., No. 10-cv-10610 (E.D. Mich.)

Hargrave v. TXU Corp., No. 02-cv-2573-K (N.D. Tex.)

Harris v. First Reg'l Bancorp, No. 10-cv-7164 (C.D. Cal.)

Harris v. Koenig, No. 02-cv-00618 (D.D.C.)

In re Hartford Fin. Services Grp., Inc. ERISA Litig., No. 08-cv- 01708 (D. Conn.)

Herrera v. Wyeth ERISA Litig., No. 08 Civ. 04688 (S.D.N.Y.)

In re ING Grp., N.V. ERISA Litig., No. 09-cv-00400-JEC (N.D. Ga.)

In re JDS Uniphase Corp. ERISA Litig., No. C 03-04743 CW (S.D. W.Va.)

Johansen v. Liberty Mut. Grp. Inc., No. 15-cv-12920-ADB (D. Mass.)

Kreher v. Cty. of Atlanta, Ga., No. 04-cv-2651 (N.D. Ga.)

In re Marsh ERISA Litig., No. 04-cv-8157 (S.D.N.Y.)

Mayer v. Smurfit-Stone Container Corp Ret. Plans Admin. Comm., No. 09-cv-02984 (N.D. Ill.)

Mayes v. The Geo Grp., Inc., No. 08-cv-248/RS/EMT (N.D. Fla.)

In re Merck & Co. Inc. Vytorin ERISA Litig., No. 08-cv-1974 (D.N.J.)

Merrimon v. UNUM Life Ins. Co. of Am., No. 10-cv-00447-NT (D. Me.)

Morrison v. MoneyGram Int'l, Inc., No. 08-cv-01121 (D. Minn.)

In re Nat'l Cty. Corp. Sec., Deriv. & ERISA Litig., No. 08-nc-70000 (N.D. Ohio)

N.Y. v. SKS Assoc., LLC, No. 400908/12 (N.Y. Super. Ct.)

Norflet v. John Hancock Life Ins. Co., No. 04-cv-1099 (D. Conn.)

In re Ortiz v. Aurora Health Care, Inc., No. 12-cv-00295-LA (E.D. Wis.)

Osborn v. EMC Corp., No. C 04-00336 JSW (N.D. Cal.)

Otte v. Life Ins. Co. of N. Am., No. 09-cv-11537 (D.N.H.)

Overby v. Tyco Int'l Ltd., No. 02-cv-1357-B (D.N.H.)

Paliotto v. Johnny Rockets Grp., Inc., 06-cv-02253-RCL (D.D.C.)

Patel v. Baluchi's Indian Rest., No. 08-cv-9985 (S.D.N.Y.)

Payson v. Cap. One Home Loans, LLC, No. 07-cv-2282 (D. Kan.)

Pereira v. Foot Locker, Inc., No. 07-cv-2157 (E.D. Pa.)

In re PFF Bancorp, Inc. ERISA Litig., No. 08-cv-01093 (C.D. Cal.)

In re R.H. Donnelley Corp. ERISA Litig., No. 09-cv-07571 (N.D. Ill.)

Ramirez v. GreenPoint Mortgage Funding, Inc., No. 08-cv-00369 (N.D. Cal.)

In re RBC Dain Rauscher Overtime Litig., No. 06-cv-03093 (D. Minn.)

In re RCN Corp. ERISA Litig., No. 04-cv-5068 (D.N.J.)

In re Schering-Plough Corp. Enhance ERISA Litig., No. 08-cv-1432 (D.N.J.)

Schmitz v. Liberty Mut. Ins. Co., No. 08-cv-02945 (S.D. Tex.)

In re Sears, Roebuck & Co. ERISA Litig., No. 02-C-8324 (N.D. Ill.)

Shane v. Edge, No. 10-cv-50089 (N.D. Ill.)

Walter v. Level 3 Commc'n, Inc., No. 09-cv-0658-REB-CBS (D. Colo.)

Yost v. First Horizon, No. 08-02293 (W.D. Tenn.)

Young v. Heimbuch, No. CV10-8914 ODW (C.D. Cal.)

In re YRC Worldwide, Inc. ERISA Litig., No. 09-cv-02953 (D. Kan.)

WORK HISTORY

CLASS EXPERTS GROUP, LLC

President and Chief Executive Officer   2017-present

Ms. Verkhovskaya leads a team of professionals providing expert litigation support services, data management and analysis, and class action administration in TCPA, consumer protection, and other class action litigation. Experts at CEG provide opinions in depositions and evidentiary hearings or at trial relating to ascertainability, numerosity, class member identification and location, class notice, claims adjudication, and fund distribution in TCPA and other class action cases.

Data Management and Analysis CEG has worked with forensically encrypted data, mainframe, proprietary systems, Oracle Linux, Microsoft Azure, Amazon Web Services (AWS), and Google's BigQuery.

CEG's expertise includes, but is not limited to:
Operating Systems such as Solaris, Solaris 10 Trusted Extensions (TX), OpenSolaris, Linux, Hewlett-Packard Unix (HP-UX), Advanced Interactive eXecutive (AIX), and Microsoft Windows.
Languages such as Java, JavaScript, HyperText Markup Language (HTML), Dynamic HyperText Markup Language (DHTML), Hypertext Markup Language revision 5 (HTML5), Lua, Indicore SDK 3, C, C++, Visual Basic, Assembler, Fortran, Pascal, COBOL, Unified Modeling language (UML), Structured Query Language (SQL), PL/SQL, shell scripting, Extensible Markup Language (XML), and AutoIt.
Frameworks such as Spring, Apache Struts, PrimeFaces, Angular JS, Bootstrap, Google Web Toolkit (GWT), Asynchronous JavaScript And XML (AJAX), jQuery, Maven, Hibernate, and MyBatis.
Platforms, Systems, Software Architecture such as Java 2 Platform, Enterprise Edition (J2EE), and Representational State Transfer (REST).

Open-Source Relational Database Management System (RDBMS) such as Access, Oracle, MySQL, Microsoft SQL (MS SQL), and DB2.

Protocols such as Transmission Control Protocol (TCP), User Datagram Protocol (UDP), Secure Sockets Layer (SSL), Simple Network Management Protocol (SNMP), Simple Network Management Protocol Trap (SNMP trap), Secure Shell (SSH), Telnet, Telnet protocol over TLS/SSL, Internet Control Message Protocol (ICMP), File Transfer Protocol (FTP), File Transfer Protocol over TLS/SSL (SFTP), Xerox Network Systems (XNS), Network Time Protocol (NTP), Internet Message Access Protocol (IMAP), Internet Message Access Protocol over TLS/SSL (IMAPS), Post Office Protocol version 3 (POP3), Simple Mail Transfer Protocol (SMTP), Authenticated SMTP over TLS/SSL (SMTPS), Transport Layer Security (TLS), Domain Name System (DNS), Remote Shell (RSH), Remote Procedure Call (RPC), IBM Systems Network Architecture (SNA), Extensible Messaging and Presence Protocol (XMPP), Remote Execution Protocol (REXEC), Lightweight Directory Access Protocol (LDAP), Lightweight Directory Access Protocol over TLS/SSL (LDAPS), HyperText Transfer Protocol (HTTP), HyperText Transfer Protocol over TLS/SSL (HTTPS), JavaScript Object Notation (JSON), Asynchronous JavaScript and XML (AJAX), Simple Object Access Protocol (SOAP), Web Processing Service (WPS), and Internet Relay Chat (IRC).

Friends of Be an Angel, Inc.

Director of the Board   2022-present

A nonprofit organization focused on raising funds in the U.S. and Canada to provide humanitarian aid in Ukraine and to evacuate Ukrainian refugees to EU countries.

Be an Angel e.V.

Member of the Board   2022-present

A nonprofit organization based in Germany and Moldova providing support to refugees in Europe, delivering and distributing humanitarian aid in Ukraine, and evacuating Ukrainian refugees to EU countries.

DRRT

Managing Director   2016-2017

DRRT works with institutional investors in the U.S. and around the world global securities litigation, loss recovery, and claims filing. Ms. Verkhovskaya conducted claims filing audits and process reviews and oversaw institutional client relations.

A.B. DATA, LTD.

Partner and Chief Operating Officer, Class Action Administration   1999-2016

Ms. Verkhovskaya founded and led A.B. Data, Ltd. to become a nationally recognized class action administration firm. Functioning as a Chief Executive Officer, as well as the Chief Operating Officer, she oversaw domestic and international operations. Under her leadership, the company managed more than $10 billion in distributions, reaching more than 150 million people worldwide. She implemented and managed numerous call centers including Vertical TeleVantage/Artifost, Fonality, Asterisk, Trixbox and i3, and databases such as SQLBase, dBase, imaging software and OCR programs.

Under Ms. Verkhovskaya's leadership, A.B. Data, Ltd. emerged as a court-approved subject-matter expert retained to administer complex matters for dozens of government agencies including state Attorneys General offices, Fortune 500 companies, the U.S. Department of Justice, and the U.S. Securities and Exchange Commission.

Ms. Verkhovskaya was a leader in class action claims fraud detection. She formed the Fraud Prevention and Detection Task Force in collaboration with Duke Law School, the FBI, the U.S. Secret Service, the IRS Criminal Investigative Division, the USPS, the Department of Justice, and other government organizations, developing class action industry guidelines on preventing fraud.

EDUCATION

Executive Master of Business Administration
Brown University & IE Business School

Course Certificate, Data Science, Machine Learning and AI for Business
Course Certificate, Leadership in Times of Volatility and Uncertainty
Brown University & IE Business School

Bachelor of Science
Molloy College

Exhibits B-J

Provided in native format.

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

	:	
JOSEPH MANTHA on behalf of himself and others similarly situated,	:	
	:	Case No. 1:19-cv-12235-LTS-PK
Plaintiff,	:	
	:	
v.	:	
	:	
QUOTEWIZARD.COM, LLC	:	
	:	
Defendant.	:	
	:	

/

REBUTTAL EXPERT REPORT OF ANYA VERKHOVSKAYA

November 22, 2023

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I, Anya Verkhovskaya, hereby declare as follows:

1.   The facts set forth in this rebuttal expert report are based upon my personal knowledge and I could competently testify to them if called upon to do so. I produced my initial expert report in this matter on September 22, 2023 (the "Verkhovskaya Report").

I.   DOCUMENTS REVIEWED AND RELEVANT DISCLOSURES

2.   My experience and qualifications were summarized in the Verkhovskaya Report.

3.   To prepare this rebuttal expert report (the "Rebuttal Expert Report"), I reviewed the Expert Report of Jan Kostyun (the "Kostyun Report") and the Verkhovskaya Report along with the materials that I reviewed and disclosed in preparation thereof. In addition, I reviewed the following documents:

  a. Transcript of Deposition of Manny Wald, July 28, 2020;
  b. Transcript of Deposition of Siena Stevens, June 30, 2023;
  c. Transcript of Deposition of Obinna Njoku, August 3, 2023;
  d. Transcript of Videotaped Deposition of Tricia Winkler, September 8, 2023;
  e. Transcript of Videotaped Deposition of Matthew Weeks, September 8, 2023;
  f. Transcript of Videotaped Deposition of Joel Peterson, September 8, 2023;
  g. https://www.lifewire.com/sending-text-message-to-landline-telephone-577585;
  h. May 26, 2023 email from Emily Harlan, Bandwidth, subject "Re: [Bandwidth] Re: Service of Process Documents Received by CSC"; and
  i. Declaration of Tom Martindale, the President for Drips Holdings, July 10, 2023.

4.   All the work accomplished in connection with the Verkhovskaya Report and this Rebuttal Expert Report was performed by myself or at my direction and with my supervision.

5.   My opinions are based on the information available to me as of today. I reserve the right to supplement or amend this Rebuttal Expert Report should new and/or additional data or information be provided to me and in response to any new expert reports served by Defendant.

II.   EXECUTIVE SUMMARY

6.   This Rebuttal Expert Report addresses and rebuts the opinions set forth by Mr. Kostyun. It incorporates by reference the Verkhovskaya Report as set forth in full herein, and capitalized terms, not otherwise defined below, are as defined in the Verkhovskaya Report.

7.   My review of the Kostyun Report has not changed any of the opinions I expressed in the Verkhovskaya Report.

8.   In each of the following cases where Mr. Kostyun and I have been experts and where there was litigation over class certification and the reliability of expert opinions, the proposed classes were certified, and my opinions were not excluded or limited on the basis of a *Daubert* challenge or similar motion: (a) *Garcia v. Target Corp.*, No. 16-cv-02574 (D. Minn.); (b) *Reyes v. BCA Financial Services, Inc.*, Case No. 16-cv-24077 (S.D. Fla.); and (c) *Bumpus v. Realogy Holdings Corp.*, Case No. 3:19-cv-03309-JD (N.D. Cal.).[1]

III.   RESPONSES TO MR. KOSTYUN'S OPINIONS

A. MR. KOSTYUN'S OPINION 1 IS SPECULATIVE, ADDRESSES TEXT RECORDS NOT USED TO IDENTIFY THE CLASS, FACTUALLY INACCURATE, AND OVERLOOKS THE FACT THAT THE CLASS INCLUDES ONLY THOSE PEOPLE WHO RECEIVED UNWANTED TEXT MESSAGES AND TOLD THE DEFENDANT TO STOP.

9.   At paragraphs 16-20, and paragraphs 33-38 of the Kostyun Report, Mr. Kostyun takes the position that the business records provided by Defendant and its vendors are unreliable to demonstrate that the many millions of telemarketing texts sent to consumers by Drips on behalf of QuoteWizard were actually received. As detailed in the Verkhovskaya Report, I limited my analysis of the text telemarketing campaign at issue to text messages sent by Drips on behalf of QuoteWizard for which the telecommunications records of Bandwidth and Twilio confirm the texts were successfully delivered. Mr. Kostyun argues that the records of Bandwidth and Twilio only confirm whether a specific text was successfully delivered to the Mobile Carrier utilized by

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[1] The case in which Mr. Kostyun and I were both experts and class certification was denied, *Sandoe v. Boston Scientific Corp.*, involved "wrong-number" telephone calls.

a specific consumer. Mr. Kostyun then speculates that it is theoretically possible that some texts that appear in the Bandwidth and Twilio call records as "Delivered" to the mobile carrier were never actually received by the consumer. Mr. Kostyun does not offer a single example of this actually happening. The argument is purely speculative. Mr. Kostyun ignores that Bandwidth and Twilio were both deposed and testified as to the authenticity and accuracy of their business records. *See* Deposition of Obinna Njoku, August 3, 2023, p. 11:4-13 and p. 16:18-19:7 and Deposition of Siena Stevens, June 30, 2023, p. 12:25-13:15; p. 41:22-42:21.

10.   Below is an overview of Mr. Kostyun's criticisms of alleged deficiencies of the data files[2] and my responses:

Criticized files that I have *not* used:

> a.   File: "Twilio Production [Privileged and confidential]"
>   Claim: Mr. Kostyun states this file does not include a time field.
>   Response: My methodology does not include this file.
>
> b.   File: "DRIPS000006 CONFIDENTIAL Pursuant to the Court's Default PO"
>   Claim: Mr. Kostyun states this file does not include a call (*sic*)[3] disposition or status field and does not include a time field.
>   Response: My methodology does not include this file.
>
> c.   File: "With Providers"
>   Claim: Mr. Kostyun states this file does not include a call (*sic*) disposition or status field and does not include a time field.
>   Response: My methodology does not include this file.
>
> d.   File: "DEINTRP-2403"
>   Criticism: Mr. Kostyun's specific criticism is unclear.
>   Response: My methodology does not include this file.

Criticized files that I have used:

> e.   Files: "Outbound Set1" and "Outbound Set2"
>   Claim: Mr. Kostyun states these files do not include a call (*sic*) disposition or status field and do not include a time field.

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[2] For clarity in this section, I utilize the same file names that were used in the Kostyun Report (that is, mostly without the file extensions).

[3] The term "call" is used in this paragraph rather than "text" to match to the terminology used in the Kostyun Report.

Response: The confirmation of texts' delivered status was completed using the files "BAND-202002-202112," "BAND-202105-202112," and also "Full_Quote_Wizard_Report.csv." The files "Outbound Set1" and "Outbound Set2" were produced in a manner so that the number of texts per day was part of the production and the time field was not necessary for deduplication or any other purposes.

f.   Files: "BAND-202002-202112" and "BAND-202105-202112"

Claim: Mr. Kostyun states "BAND-202002-202112" and "BAND-202105-202112" do not include a call (*sic*) disposition or status field and time field.

Response: I utilize "BAND-202002-202112" and "BAND-202105-202112" and "Full_Quote_Wizard_Report.csv" as part of my methodology focusing on the fields indicating direction (inbound or outbound)[4] and status (delivered)[5] and I excluded over 3.8 million records using this methodology.

11.   Additionally, in identifying the members of the class, I did not rely only on the delivery status of the text evidenced by the Bandwidth and Twilio records. All members of the class also responded to the telemarketing text campaign at issue with a request that the telemarketing cease. Using common sense and basic logic, it is more likely than not that someone who asks for the texts to cease received the telemarketing text messages that they are requesting to stop.

12.   At paragraphs 21-24 of the Kostyun Report, Mr. Kostyun next contends that the text records produced by Drips, Bandwidth and Twilio fail to include critical data fields. In support, Mr. Kostyun points to data[6] missing from files produced by Drips entitled "DRIPS000006 CONFIDENTIAL Pursuant to the Court's Default PO," "Numbers Texted Since 2021-05-18," and "With Providers." As discussed above, I did not use these files. In addition, Mr. Kostyun fails to

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[4] The field utilized for direction for files "BAND-202002-202112" and "BAND-202105-202112" was "MESSAGE_DIRECTION" and text records with a value "OUTBOUND" in that field were included in further analysis. The field utilized for direction for the file "Full_Quote_Wizard_Report.csv" was "Flag Incoming (Yes / No)" and records with a value "No" in that field were included in further analysis.

[5] The field utilized for status for files "BAND-202002-202112" and "BAND-202105-202112" was "MESSAGE_STATUS" and text records with a value "DELIVERED" were included in further analysis. The field utilized for status for file "Full_Quote_Wizard_Report.csv" was "Status" and text records with a value "DELIVERED" were included in further analysis.

[6] The specific fields that Kostyun states are missing are the text record disposition and time fields.

note that after the production of these records, Plaintiff's counsel sent a second subpoena to Drips seeking more fulsome records. Ultimately, as explained in the Declaration of Tom Martindale, the President for Drips Holdings, a more complete set of text records was produced by Drips in files entitled "Outbound Set1" and "Outbound Set2," that I did use. Along with the telecommunications of Bandwidth and Twilio ("BAND-202002-202112," "BAND-202105-202112," and also "Full_Quote_Wizard_Report.csv"), "Outbound Set1" and "Outbound Set2" and as outlined in the Verkhovskaya Report, were the files relied upon for the opinions set forth in the Verkhovskaya Report.

13.   At paragraphs 39-57 of the Kostyun Report, Mr. Kostyun refers to purported inconsistencies in the data produced by Bandwidth and Twilio. Below is an overview of Mr. Kostyun's criticisms of the data and my replies:

Criticized data that I did *not* utilize:

a. Telephone numbers: 719-258-0682;   910-964-8820;   559-909-9524; 256-305-3545; and 423-223-3788.

Claim: Mr. Kostyun claims that there is a difference between files "DEINTRP" and "Band202002" for texts to these telephone numbers.

Response: These telephone numbers are not included in the proposed class based on my methodology. Also, I do not utilize the file "DEINTRP."

b. Telephone numbers: 956-999-1412 and 217-254-4760.

Claim: Mr. Kostyun claims that there is a difference between "Twilio" and "With Providers" for texts to these telephone numbers.

Response: I do not use the files "Twilio" or "With Providers" in my methodology. The telephone numbers are not included in the proposed class.

Criticized data and files that I utilized:

c. Telephone number: 813-506-4043.

Claim: Mr. Kostyun claims that there is a difference between "Band202002" and "Band202105" for texts to this telephone number.

Response: While there may be overlap between "Band202002" and "Band202105" it is my understanding that they can be used to supplement each other, as they were both records produced by Bandwidth. Indeed, I understand that Bandwidth indicated that "There is overlap/duplication between this file

and the other file (BAND-202105-202112.csv) for the period they have in common, May 25, 2021 - December 1, 2021."[7]

14.   At paragraphs 25-32 of the Kostyun Report, Mr. Kostyun asserts that although the text records of Drips, Bandwidth and Twilio confirm the exact date a telemarketing text was sent and delivered to a consumer, the records do not specify the exact time the texts were sent. He then speculates that it is theoretically possible that the records may be 'duplicative' and without a time stamp, he is precluded from identifying duplicates. Of course, if QuoteWizard was interested in obtaining additional data from any of the entities it used to send its telemarketing texts to consumers, it had years to do so during discovery.

15.   It is my understanding that the data upon which I relied was obtained by Plaintiff's counsel only over QuoteWizard and Drips' strenuous objections and protracted litigation. As an expert, I can only assess what is provided to me. From what I have been informed by Plaintiff's counsel, it seems that QuoteWizard did not make any effort to obtain more detailed data in support of its speculative claim that the telecommunications records may be "duplicative" and, accordingly, are somehow unreliable.

16.   Mr. Kostyun's final arguments in support of his claim that the telecommunications records of Drips, Bandwidth and Twilio cannot be relied upon are set forth in paragraphs 58-99 of the Kostyun Report. Mr. Kostyun claims the records are unreliable because they indicate the telemarketing texts at issue were sent in some instances to landlines.[8] Mr. Kostyun contends it is not possible for landlines to receive text messages and, accordingly, the records must be unreliable.

17.   First, it is possible to send text messages to a landline.[9]

18.   Second, Mr. Kostyun conflates what it means to be a "landline" -- he states that telephone numbers that are related to Comcast and other VOIP type of services are not capable

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[7] *See* May 26, 2023 email from Emily Harlan, Bandwidth, subject "Re: [Bandwidth] Re: Service of Process Documents Received by CSC."

[8] None of the telephone numbers offered by Mr. Kostyun as examples are included in the Class List.

[9] *See* https://www.lifewire.com/sending-text-message-to-landline-telephone-577585.

of receiving text-messages. However, with Local Number Portability (LNP), telephone numbers that were once considered landline have now extended the ability to move numbers from landline, to wireless; but even more importantly, telephone numbers that are designated Incumbent Local Exchange Carriers (ILEC), or Competitive Local Exchange Carriers (CLEC), or Voice Over Internet Protocol (VOIP), are often text-message enabled, because those numbers are being used with text enabled services. For instance, despite Bandwidth.com's numbers not indicating "wireless," they are none-the-less capable of receiving a text message.

19.   Finally, the Class List[10] in this case is limited to consumers who not only received QuoteWizard's telemarketing texts but who also responded to them with a text demanding that the telemarketing campaign cease. The fact that the telephone numbers of class members included on the Class List are cellular lines and not landlines is self-evident as these consumers responded to the telemarketing texts at issue with a text message demanding that they stop.

20.   Similarly, Mr. Kostyun contends that some of the text messages delivered to consumers were sent to non-working telephone numbers.[11] Of note, the Class List in this case is limited to consumers who not only received QuoteWizard's telemarketing texts but who also responded to such with a text demanding that the telemarketing campaign cease. That the telephone numbers of class members included on the Class List were working numbers is self-evident as these consumers responded to the telemarketing texts at issue demanding that they stop.

21.   While I did not specifically review Mr. Kostyun's work and claims regarding his wireless identification methodology and its results, the sample telephone number Kostyun includes at Table 10 for telephone number 210-394-2629 is not identified as included in the proposed class based on my methodology.

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[10] Within this Expert Rebuttal Report, "Class List," and "Proposed Class List," shall mean the list attached hereto as Exhibit 1. Depending upon context, these terms can refer to the version of the list which was attached to the Verkhovskaya Report as Exhibit J.

[11] None of the telephone numbers offered by Mr. Kostyun as examples of non-working telephone numbers are included in the Class List.

22.   While I did not specifically review Mr. Kostyun's work and claims regarding his non-working telephone number methodology and its results, the sample telephone numbers Mr. Kostyun includes in paragraphs 83-97, were not included in the proposed class based on my methodology.

B. MR. KOSTYUN'S OPINION 2 CONCERNING ALLEGED SHORTCOMINGS OF THE NATIONAL DO NOT CALL REGISTRY ("NDNCR") ADDRESSES A LEGAL ISSUE THAT IS NOT RELEVANT TO MY ANALYSIS.

23.   Mr. Kostyun makes various assertions regarding the unreliability of the NDNCR.

24.   I understand that Congress charged the Federal Trade Commission (FTC) with maintaining the NDNCR. This is the best and most reliable data source available concerning those telephone numbers registered thereupon. Similar claims to those, Mr. Kostyun enumerates in his report, apply to the United States Postal Service (USPS)[12] and other government-maintained entities that our judicial system was built around. The FTC's maintenance of the NDNCR is reasonably relied upon by telemarketers in order to avoid prohibited calls.

25.   Again, in my decades of experience, in the field of mass data analysis in support of class action certification, notification, and administration, 100 percent accuracy is not necessarily attainable, nor is it a requirement. As an expert in the field my job is to provide an opinion that is accurate to a reasonable degree of certainty within the field.

26.   Mr. Kostyun also expresses concern about "homegrown" NDNCR replacements. Of note, I do not and have never used a "homegrown" NDNCR replacement product.

C. MR. KOSTYUN'S OPINIONS 3 AND 4 CONCERNING IDENTIFICATION OF THE SPECIFIC PERSON WHO REGISTERED A TELEPHONE NUMBER ON THE NDNCR ADDRESSES A LEGAL ISSUE THAT IS NOT RELEVANT TO MY ANALYSIS.

27.   Mr. Kostyun takes the position that it is necessary to review the names of individuals associated with telephone numbers at the time those numbers received texts in order

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[12] Similar to the NDNCR, the National Change of Address database, which is relied upon by class administrators for the purposes of issuing notices of pendency, class certification and/or settlement is also known to be less than 100 percent accurate and complete.

to identify whether the person associated with a telephone number is the same person who registered the telephone number on the NDNCR.

28.   It is my understanding that this interpretation of the TCPA is not in line with the typical legal standard applied in similar cases; however, this argument is a legal concern which neither Mr. Kostyun nor I are qualified to assess.

D. MR. KOSTYUN'S OPINION 5 CONCERNING MY ABILITY TO IDENTIFY RESIDENTIAL TELEPHONE NUMBERS OVERLOOKS THE FACT THAT MANY COURTS HAVE FOUND MY IDENTIFICATION METHODOLOGY TO BE RELIABLE, AND IN FACT HE CHALLENGES LESS THAN 1 PERCENT OF ALL NUMBERS IN THE CLASS.

29.   Mr. Kostyun criticizes the ability of experts like me to identify residential telephone numbers. While there are data-based methods of identifying residential telephone numbers, it is my understanding that this case concerns texts that were made to consumers and not to businesses.

30.   It is also my understanding that leads purchased for use by Defendant at issue in this matter were intended to be residential telephone numbers of consumers who might purchase various insurance products.

31.   As is stated at Defendant's website https://quotewizard.com/corp/about-us Defendant states that their mission is, "to build the bridge between **consumers** and insurance providers." (emphasis added)

32.   This is further supported by the deposition testimony by QuoteWizard that the purpose of its text telemarketing campaign was to contact consumers and not businesses,[13] and by my specific experience in multiple class action cases involving calls or texts made by telemarketers for specific consumer-focused sales purposes (selling insurance, subscriptions, realty, automobile-related services, etc.).[14]

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[13] Videotaped Deposition of Tricia Winkler, September 8, 2023, p. 17:13-17.

[14] Examples of these cases include *Krakauer v. Dish Network, L.L.C.* (with telemarketing related to selling television services to consumers)*, Bumpus v. Realogy Holdings Corp.* (with telemarketing related to selling realty-related services to consumers)*, Brown v. DIRECTV, LLC* (with telemarketing related to selling television services to consumers)*, Watson v. Lexus of Manhattan* (with telemarketing related to selling automobile services to consumers).

33.   I have analyzed telephone records in numerous TCPA cases where the residential telephone number identification process was implemented. My experience with public record searches, as well as common sense, informs my opinion that, if a number is intended to be used as a contact telephone number for a business, it will be publicized and will turn up in databases of data processors and data aggregators like PacificEast.

34.   Even if one grants every anomalous telephone number that was identified as "problematic" by Mr. Kostyun, the total quantity of those telephone numbers amounts to less than 1 percent of the telephone numbers I have identified to be included in the Class List. Alleged anomalies of less than 1% is well within the range of accuracy that courts have found consistent with industry standards in the field of class action administration. *See, e.g.*, *Abante Rooter & Plumbing, Inc. v. Alarm.com*, No. 15-CV-6314-YGR, 2017 WL 1806583, at *4 (N.D. Cal. May 5, 2017) (finding I had properly used LexisNexis data "because it was the type of data reasonably relied upon by experts in the field and the 14% error rate was not unreasonably high for these particular circumstances" (citing *Krakauer v. Dish Network, L.L.C.*, 2015 WL 5227693, at *8-9 (M.D.N.C. Sept. 8, 2015))).

35.   To reiterate, as an expert in the field my job is to provide an opinion that is accurate to a reasonable degree of certainty within the field. *See* Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), *available at* https://goo.gl/KTo1gB (instructing that notice should have an effective "reach" to its target audience of 70%-95%); *Swift v. Direct Buy, Inc.*, No. 2:11-cv-401-TLS, 2013 WL 5770633, at *3 (N.D. Ind. Oct. 24, 2013) ("The Federal Judicial Center's checklist on class notice instructs that class notice should strive to reach between 70% and 95% of the class.").

36.   As noted in the Verkhovskaya Report in this matter, numerous courts have approved my use of data processors like PacificEast for the purpose of identifying business

telephone numbers.[15] In general, I have found this data to be highly reliable and have employed it in numerous cases.

37.   In my experience, PacificEast data about business telephone numbers tends to be highly reliable. This reflects the common-sense notion that a person who uses a telephone number for business purposes tends to advertise that number, or at least list it as such, for obvious economic reasons, which means that PacificEast's broad aggregation of data sources is more likely than not to detect a number intended for business purposes.

38.   For his assertion that many business owners and/or employees use a personal telephone number to conduct business, Mr. Kostyun references a blog at www.dialpad.com. This blog discusses the issues concerning data protection that occur when personal telephone numbers are used by individuals to contact customers, with or without the employer's authorization. The post posits that the telephone numbers at issue are residential telephone numbers being used occasionally for customer contacts. Whether the use of a personal telephone number for a business reason converts that number to a business number for purposes of TCPA analysis is a legal question that Mr. Kostyun and I are not qualified to answer.

39.   In his report, Mr. Kostyun uses a *historical* PacificEast process to identify telephone numbers' business or residential status at the time of the texts received, and then conducts further online Google-type searches to see if the numbers are *currently* associated with potential businesses. It is clear that a significant portion of Mr. Kostyun's lay methodology relies on steps such as Google searches to confirm whether a number is used on a business website, or any other website, regardless of whether that listing or website is current or out-of-date. This kind of *ad hoc* and subjective process is inadequate to support the opinion offered, since there is no way of knowing if those numbers became associated with the business after the class period or were associated with the business before the class period and are used on a defunct website, or even if

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[15] A few examples of these cases are *Krakauer v. Dish Network, L.L.C.*, *Bumpus v. Realogy Holdings Corp.,* and *Watson v. Lexus of Manhattan.*

the business described is still in operation. Mr. Kostyun's review of various random, cherry-picked websites is not a defensible method of analyzing mass data sets to issue any expert opinions.

40.   With that said, it is crucial, however, to highlight the narrow scope of the disagreements identified. Out of a sample comprising 4,161 telephone numbers, Mr. Kostyun pinpointed a mere 20 numbers—less than 1 percent—that he perceives as business numbers but were categorized as residential through the *ad hoc* process he employed.

41.   Of note, only two of the telephone numbers that Mr. Kostyun claimed are incorrectly identified numbers were included in Exhibit J of the Verkhovskaya Report, which is the preliminary list of telephone numbers that I recommended to be included in the class. Based upon Mr. Kostyun's "research" and additional information obtained through the realty website www.redfin.com and www.google.com/maps, these two telephone numbers would appear to be, a home-based business in one instance and an out-of-date online listing in another instance. Information regarding these two telephone numbers is included in the table below.

Table 1.

Telephone number and entity identified by Mr. Kostyun via non-historical *ad hoc* website research	Information from CEG
517-896-6886, Arbonne International	The entity identified via *ad hoc* non-historical weblink does not match to the identity included in his output file from PacificEast "PacificEast output.txt" and the weblink does not have any associated dates; however, the weblink Mr. Kostyun provided states the industry is "Cosmetic sales, house-to-house." According to research by the CEG team on the address in Mr. Kostyun's weblink, looked up using the website www.redfin.com, the address is a residential apartment complex.
818-324-1807, Suzanne G. Schuda, Therapist	According to a Google search by the CEG team on the address in Mr. Kostyun's weblink, it appears that what he identified as a potential therapist office was permanently closed some time ago, though a closure date is not apparent.
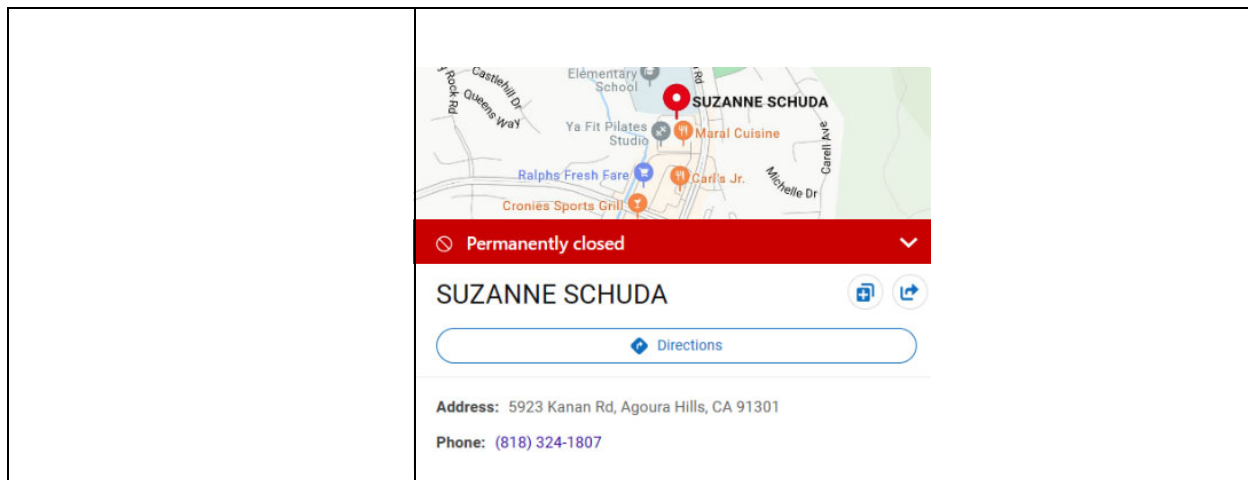
42.   As an additional note regarding telephone number 517-896-6886, it is my understanding based upon information provided by Plaintiff's counsel that there is Federal Communications Commission (FCC) support that telephone numbers assigned to "at home" businesses are entitled to NDNCR protections.

E. KOSTYUN'S OPINION 6 CONCERNING PURPORTED "CONSENT" ADDRESSES NON-CLASS MEMBERS, RELIES ON DOCUMENTS NOT PRODUCED IN DISCOVERY, AND RELIES ON "CONSENT" FORMS THAT DO NOT DISCLOSE QUOTE WIZARD AS THE SELLER AUTHORIZED TO PLACE CALLS TO THE RECIPIENT.

43.   At paragraphs 151-216 of the Kostyun Report, Mr. Kostyun contends that "data produced by QuoteWizard" includes "vast evidence of consent" that "requires manual, individualized analysis" that presumably should preclude class certification and holding QuoteWizard to account for its telemarketing practices. I disagree.

44.   First, although QuoteWizard may have physically produced the voluminous data files it relies upon for its consent defense, it obtained this data from hundreds of thousands of different sources. The consumers included in the Class List are only consumers whose data was purchased by QuoteWizard from third-party data brokers. The data for class members did not allegedly originate on a website owned or controlled by QuoteWizard. At deposition, a representative of QuoteWizard admitted that it did not conduct due diligence on the data it

admittedly purchased from a myriad of different data sources, and that it solely relied on its many vendors to obtain consent from consumers that was TCPA compliant.[16]

45.   Further, the consent data purchased by QuoteWizard was organized by QuoteWizard's lead brokers into xml data files that can be easily searched without manual review to assess whether such purported consent satisfies the TCPA's specific legal requirements. At footnote 30 of the Kostyun Report, Mr. Kostyun agrees that the consent data produced by QuoteWizard is set forth in a "tag based data exchange format known as XML." At summary judgment or trial, I can easily assess the XML data underlying QuoteWizard's consent claims and present it to the Court for analysis for it to determine if QuoteWizard's consent claims are TCPA compliant.[17]

46.   As an example of the "vast" consent evidence it will present, Mr. Kostyun contends, at paragraph 152-160 of his report that QuoteWizard produced in discovery 677 .html website screen images. None of the telephone numbers at issue within these 677 website screens, however, are in the class. In fact, it does not appear that QuoteWizard has produced website screen images for *any* of the consumers whose telephone numbers are on the Class List. Of course, it is impossible to assess whether consent was obtained from consumers in a manner that is clear, conspicuous and unambiguous without reference to the actual web-site screens evidencing the consumers purported visit to the specific website at issue.

47.   I would also note that none of the telephone numbers that are listed in the Jornaya reports produced in discovery by QuoteWizard are on the Class List.[18] Further, although QuoteWizard produced Jornaya ID numbers for many other consumers, it did not produce the Jornaya reports themselves for a single class member. There is, accordingly, no need for

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[16] Videotaped Deposition of Matthew Weeks, September 8, 2023, p. 73:8-74:12.

[17] Whether QuoteWizard has actually satisfied the TCPA's consent requirements is a legal question beyond the scope of my expert opinions.

[18] I directed my team to check a list of telephone number that was compiled from the Jornaya reports produced in discovery against the proposed Class List. No telephone numbers were found.

the Court to manually review actual individual Jornaya reports in the form of the produced .html pages and/or .pdf files.

48.   Finally, based upon my review of Figure 15 of the Kostyun Report, which I copied herein as Figure 1, it appears that even the Jornaya reports cited by Mr. Kostyun, do not identify QuoteWizard as the seller who will be contacting the consumer via a telemarketing call/text.

Figure 1
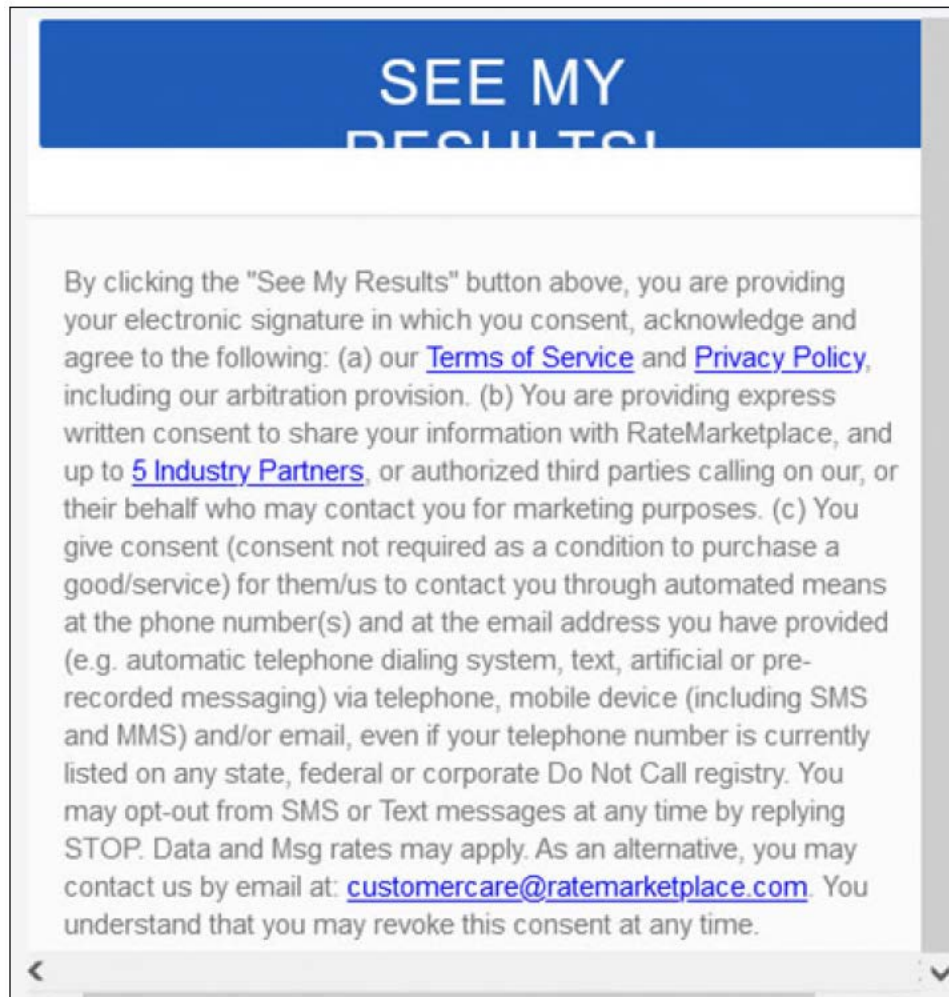
49.   Mr. Kostyun next contends, at paragraph 182-185 of his report that individualized consent inquiries are required to assess QuoteWizard's consent defense as evidenced by audio recordings produced in discovery at QUOTEWIZARD000679-680 and QUOTEWIZARD001014-1070. No individualized inquiry is required as to these recordings as the telephone numbers of the consumers at issue in these recordings are not in the Class List.

50.   Similar to his claims about Jornaya reports, Mr. Kostyun next claims beginning at paragraph 186 of his report that ActiveProspect lead verifications constitute a form of consent and will require individual inquiry. Mr. Kostyun contends that like Jornaya, ActiveProspect is a similar service that "verifies" the lead data it sells. In support of this argument, Mr. Kostyun refers to an ActiveProspect Trusted Form Certificate for the telephone number 843-877-9591; copied herein as Figure 2 is the certificate that Mr. Kostyun included in his report.

Figure 2

51.   First, this telephone number 843-877-9591 is not in the proposed Class List. Additionally, even if this number was on the Class List and even assuming the certificate is accurate, the TCPA disclosure language on this certificate, does not mention QuoteWizard as the seller who will be telemarketing to the consumer.

52.   Mr. Kostyun then goes on to claim, at paragraph 196 of his report, "… there are nearly 300,000 telephone numbers in the Excel consent data[19] that have Trusted Form Certificates associated with them." These certificates, however, were never actually produced in discovery by QuoteWizard and discovery as to consent has now closed.

53.   Furthermore, in order to assess the validity of Mr. Kostyun's argument relating to Trusted Form Certificates to the best of my ability using available data, I coordinated to review the weblinks within the data available to me utilizing qBit.

54.   qBit is an advanced System & Network Management product designed to monitor systems in heterogeneous network environments and to perform automated actions. It is developed in Java. qBit is a cross-platform product with a web-based interface that allows remote access to all its functionalities. Product configuration and customization are managed through a single web-based administration console. qBit utilizes agents that provide the system with various measurements based on dynamic rules set by the operator via the administration console. It employs a proprietary metalanguage that allows you to set up alarms and automated actions. The product allows for data logging provided by agents and enables real-time statistics through graphical representations. These statistics help in comparing system or infrastructure properties with application-related ones. The statistical reports are fully customizable. In layman's terms, qBit is able to programmatically check the functionality of a set of internet links in order to determine if the links are functional or not.

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[19] It is unclear exactly which files Mr. Kostyun is referencing with this statement as he did not define "consent data."

55.   I directed my team to utilize qBit to review certain weblinks in this case. The process specifically checked the links related to the telephone numbers that were present in Exhibit J of the Verkhovskaya Report.

56.   Of the telephone numbers in Exhibit J of the Verkhovskaya Report, there were 13,358 telephone numbers with weblinks that contained the word "trusted" included as part of the weblink which appeared in the relevant field(s) for the files listed below:

Field(s) "TRUSTEDFORMCERTIFICATEURL" and/or

"GeneralInforTrustedFormCertificateUrl"[20] for files:

Adharmonics_Inbound_Page_Details.csv*
ALLWEB_INBOUND_PAGE DETAILS.csv*
AVENGEDIGITAL_INBOUND_PAGE DETAILS.csv*
BETTERLEADS_INBOUND_PAGE DETAILS.csv*
BLUESUMMIT_INBOUND_PAGE DETAILS.csv*
C3DATA_INBOUND_PAGE DETAILS.csv*
CEGE_INBOUND_PAGE DETAILS.csv*
CREATIONQUOTE_INBOUND_PAGE DETAILS.csv*
EQUOTO_INBOUND_PAGE DETAILS.csv*
EVERYPOLICY_INBOUND_PAGE DETAILS.csv*
EXCELIMPACT_INBOUND_PAGE DETAILS.csv*
GOLDENSTATEINTERACTIVE_INBOUND_PAGE DETAILS.csv*
ICW_INBOUND_PAGE DETAILS.csv*
inbound_xml_ADHARMONICS.csv+
inbound_xml_AGILE RATES.csv+
inbound_xml_ALLWEB.csv+
inbound_xml_AVENGEDIGITAL.csv+
inbound_xml_BENEPATH.csv+
inbound_xml_BETTERLEADS.csv+
inbound_xml_BINDRIGHT.csv+
inbound_xml_BLUEINKDIGITAL.csv+
inbound_xml_BLUESUMMIT.csv+
inbound_xml_BROKERSWEB.csv+
inbound_xml_C3DATA.csv+
inbound_xml_CALLX.csv+

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[20] Those files with the field "TRUSTEDFORMCERTIFICATEURL" are marked with an asterisk and those files with field "GeneralInfoTrustedFormCertificateUrl" are marked with a plus sign.

inbound_xml_CEGE.csv+

inbound_xml_CONTACTABILITY.csv+

inbound_xml_CREATIONSQUOTE.csv+

inbound_xml_EQUOTO.csv+

inbound_xml_EVERYPOLICY.csv+

inbound_xml_EXCELIMPACT.csv+

inbound_xml_GODIRECT.csv+

inbound_xml_GOLDENSTATEINTERACTIVE.csv+

inbound_xml_HPONE.csv+

inbound_xml_ICW.csv+

inbound_xml_INQUIR.csv+

inbound_xml_LEADCLOUD.csv+

inbound_xml_LEADGATEMEDIA.csv+

inbound_xml_LEADINGLY.csv+

inbound_xml_MEDIALOT.csv+

inbound_xml_MEDIANOVA.csv+

inbound_xml_MEDICALRECORDS.csv+

inbound_xml_MEDICARESAVER.csv+

inbound_xml_MIDNIGHTOIL.csv+

inbound_xml_NATIONALFAMILYASSURANCEGROUP.csv+

inbound_xml_NEWLEVELMEDIA.csv+

inbound_xml_NEXUS.csv+

inbound_xml_ORGANICADS.csv+

inbound_xml_OTBH.csv+

inbound_xml_POLICYBIND.csv+

inbound_xml_PRESIDIO.csv+

inbound_xml_PX.csv+

inbound_xml_QATALYSTINC.csv+

inbound_xml_QUOTEVELOCITY.csv+

inbound_xml_RANKMEDIA.csv+

inbound_xml_REVPOINTMEDIA.csv+

inbound_xml_ROCKADVERTISING.csv+

inbound_xml_SUITED.csv+

inbound_xml_TRUSOURCE.csv+

inbound_xml_UNIONSQUAREMEDIA.csv+

inbound_xml_WISDOMCO.csv+

INQUIR_INBOUND_PAGE DETAILS.csv*

MEDIALOT_INBOUND_PAGE DETAILS.csv*

MEDICARESAVER_INBOUND_PAGE DETAILS.csv*

NATIONALFAMILYASSURANCEGROUP_INBOUND_PAGE DETAILS.csv*

ORGANICADS_INBOUND_PAGE DETAILS.csv*

POLICYBIND_INBOUND_PAGE DETAILS.csv*

PRESIDIO_INBOUND_PAGE DETAILS.csv*

PX_INBOUND_PAGE DETAILS.csv*

QUOTEVELOCITY_INBOUND_PAGE DETAILS.csv*

RANKMEDIA_INBOUND_PAGE DETAILS.csv*

SUITED_INBOUND_PAGE DETAILS.csv*

TRUSOURCE_INBOUND_PAGE DETAILS.csv*

ALPINEDIGITAL_INBOUND_PAGE DETAILS.csv*

APOLLOINTERACTIVE_INBOUND_PAGE DETAILS.csv*

inbound_xml_ALPINEDIGITAL (1).csv+

inbound_xml_APOLLOINTERACTIVE.csv+

inbound_xml_BOLDMEDIA.csv+

inbound_xml_COMPAREINSURANCEQUOTES.csv+

inbound_xml_DATALOT.csv+

inbound_xml_EIGENANALYTICS.csv+

inbound_xml_EINSURANCE.csv+

inbound_xml_EVERQUOTEAUTOLIBMU.csv+

inbound_xml_HEALTHCARETOSAC.csv+

inbound_xml_HTQ.csv+

inbound_xml_INFINIX MEDIA.csv+

inbound_xml_INFINIX.csv+

inbound_xml_INSIDE.csv+

inbound_xml_INSUREDNATION.csv+

inbound_xml_LEADCO.csv+

inbound_xml_LENDINGTREE.csv+

inbound_xml_LMLEAD.csv+

inbound_xml_LOWERMYBILLS.csv+

inbound_xml_MADERADIGITAL.csv+

inbound_xml_MEDIAALPHA.csv+

inbound_xml_MEDIAFORCE.csv+

inbound_xml_NEXTLEVELDIRECT.csv+

inbound_xml_OFFERWEB.csv+

inbound_xml_PRECISEAUTO.csv+

inbound_xml_QUINSTREET.csv+

inbound_xml_REALTIMEINSURANCELEAD.csv+

inbound_xml_REDOCEANLEADS.csv+

inbound_xml_REFINEDLEADS.csv+

inbound_xml_SIMPLEINSURANCELEADS.csv+

inbound_xml_THEZEBRA.csv+

inbound_xml_THISORTHAT.csv+

inbound_xml_TRADEMARC.csv+

inbound_xml_TRANSPARENT.csv+

inbound_xml_TRANZACTAUTO.csv+

inbound_xml_UE.CO.csv+

inbound_xml_UNDERGROUNDELEPHANTAUTO.csv+

inbound_xml_UNDERGROUNDELEPHANTAUTOML.csv+

INFINIX MEDIA_INBOUND_PAGE DETAILS.csv*

INSUREDNATION_INBOUND_PAGE DETAILS.csv*

LMLEAD_INBOUND_PAGE DETAILS.csv*

MEDIAALPHA_INBOUND_PAGE DETAILS.csv*

UE.CO_INBOUND_PAGE DETAILS.csv*

ORGANICADS_INBOUND_PAGE DETAILS.csv*

POLICYBIND_INBOUND_PAGE DETAILS.csv*

QATALYSTINC_INBOUND_PAGE DETAILS.csv*

QUOTEVELOCITY_INBOUND_PAGE DETAILS.csv*

STRATMEDIAINB_INBOUND_PAGE DETAILS.csv*

TRUSOURCE_INBOUND_PAGE DETAILS.csv*

UE.CO_INBOUND_PAGE DETAILS.csv*

UNIONSQUAREMEDIA_INBOUND_PAGE DETAILS.csv*

ACTIVEPROSPECTMEDICAREAGENCY_INBOUND_PAGE DETAILS.csv*

ADHARMONICS_INBOUND_PAGE DETAILS.csv*

ADSTERMINALINB_INBOUND_PAGE DETAILS.csv*

AGILE RATES_INBOUND_PAGE DETAILS.csv*

ALLWEB_INBOUND_PAGE DETAILS.csv*

APOLLOINTERACTIVE_INBOUND_PAGE DETAILS.csv*

AVENGEDIGITAL_INBOUND_PAGE DETAILS.csv*

BETTERLEADS_INBOUND_PAGE DETAILS.csv*

BLUEINKDIGITAL_INBOUND_PAGE DETAILS.csv*

BLUESUMMIT_INBOUND_PAGE DETAILS.csv*

C3DATA_INBOUND_PAGE DETAILS.csv*

CONTACTABILITY_INBOUND_PAGE DETAILS.csv*

EQUOTO_INBOUND_PAGE DETAILS.csv*

EVERYPOLICY_INBOUND_PAGE DETAILS.csv*

inbound2_xml_ACTIVEPROSPECTMEDICAREAGENCY.csv+

inbound2_xml_ADHARMONICS.csv+

inbound2_xml_ADSTERMINALINB.csv+

inbound2_xml_AGILE_RATES.csv+

inbound2_xml_ALLWEB.csv+

inbound2_xml_ALPINEDIGITAL.csv+

inbound2_xml_APOLLOINTERACTIVE.csv+

inbound2_xml_AVENGEDIGITAL.csv+

inbound2_xml_BENEPATH.csv+

inbound2_xml_BETTERLEADS.csv+

inbound2_xml_BINDRIGHT.csv+

inbound2_xml_blank_vendors.csv+

inbound2_xml_BLUEINKDIGITAL.csv+

inbound2_xml_BLUESUMMIT.csv+

inbound2_xml_BOLDMEDIA.csv+

inbound2_xml_C3DATA.csv+

inbound2_xml_CALLX.csv+

inbound2_xml_CEGE.csv+

inbound2_xml_COMPAREINSURANCEQUOTES.csv+

inbound2_xml_CONTACTABILITY.csv+

inbound2_xml_CREATIONSQUOTE.csv+

inbound2_xml_DATALOT.csv+

inbound2_xml_EIGENANALYTICS.csv+

inbound2_xml_EINSURANCE.csv+

inbound2_xml_EQUOTO.csv+

inbound2_xml_EVERYPOLICY.csv+

inbound2_xml_EXCELIMPACT.csv+

inbound2_xml_GODIRECT.csv+

inbound2_xml_GOHEALTH.csv+

inbound2_xml_GOLDENSTATEINTERACTIVE.csv+

inbound2_xml_HEALTHCARE.csv+

inbound2_xml_HPONE.csv+

inbound2_xml_ICW.csv+

inbound2_xml_INFINIX_MEDIA.csv+

inbound2_xml_INQUIR.csv+

inbound2_xml_INSIDE_VENTURES.csv+

inbound2_xml_INSUREDNATION.csv+

inbound2_xml_LEADCLOUD.csv+

inbound2_xml_LEADCO.csv+

inbound2_xml_LEADGATEMEDIA.csv+

inbound2_xml_LEADINGLY.csv+

inbound2_xml_LEADSGATEMEDIA.csv+

inbound2_xml_LEADSLAB.csv+

inbound2_xml_LMLEAD.csv+

inbound2_xml_LOWERMYBILLS.csv+

inbound2_xml_MADERADIGITAL.csv+

inbound2_xml_MEDIAALPHA.csv+

inbound2_xml_MEDIAFORCE.csv+

inbound2_xml_MEDIALOT.csv+

inbound2_xml_MEDIANOVA.csv+

inbound2_xml_MEDICALRECORDS.csv+

inbound2_xml_MEDICARESAVER.csv+

inbound2_xml_MIDNIGHTOIL.csv+

inbound2_xml_NATIONALFAMILYASSURANCEGROUP.csv+

inbound2_xml_NEWLEVELMEDIA.csv+

inbound2_xml_NEXTLEVELDIRECT.csv+

inbound2_xml_NEXUS.csv+

inbound2_xml_OFFERWEB.csv+

inbound2_xml_ORGANICADS.csv+

inbound2_xml_OTBH.csv+

inbound2_xml_POLICYBIND.csv+

inbound2_xml_PRESIDIO.csv+

inbound2_xml_PX.csv+

inbound2_xml_QATALYSTINC.csv+

inbound2_xml_QUINSTREET.csv+

inbound2_xml_QUOTEVELOCITY.csv+

inbound2_xml_RANKMEDIA.csv+

inbound2_xml_REDOCEANLEADS.csv+

inbound2_xml_REVPOINTMEDIA.csv+

inbound2_xml_RIOTECH.csv+

inbound2_xml_ROCKADVERTISING.csv+

inbound2_xml_STRATMEDIAINB.csv+

inbound2_xml_SUCCESSFUL.csv+

inbound2_xml_SUITED.csv+

inbound2_xml_THISORTHAT.csv+

inbound2_xml_TRADEMARC.csv+

inbound2_xml_TRANSPARENT.csv+

inbound2_xml_TRUSOURCE.csv+

inbound2_xml_UE.CO.csv+

inbound2_xml_UNIONSQUAREMEDIA.csv+

inbound2_xml_VENTRIX.csv+

inbound2_xml_WISDOMCO.csv+
INFINIX MEDIA_INBOUND_PAGE DETAILS.csv*
INQUIR_INBOUND_PAGE DETAILS.csv*
LEADCO_INBOUND_PAGE DETAILS.csv*
LEADGATEMEDIA_INBOUND_PAGE DETAILS.csv*
LEADINGLY_INBOUND_PAGE DETAILS.csv*
LEADSLAB_INBOUND_PAGE DETAILS.csv*
MADERADIGITAL_INBOUND_PAGE DETAILS.csv*
MEDIALOT_INBOUND_PAGE DETAILS.csv*
MEDICARESAVER_INBOUND_PAGE DETAILS.csv*
NEWLEVELMEDIA_INBOUND_PAGE DETAILS.csv*

57.   Of the 13,358 telephone numbers in Exhibit J of the Verkhovskaya Report, with weblinks in the above-listed files that contained the word "trusted" within the weblink, none of them were associated with a weblink that worked. This means that even if one agreed with Mr. Kostyun that these links should constitute consent, none of the proposed class telephone numbers have a working ActiveProspect link.

58.   In his final argument relating to consent, set forth at paragraphs 201-213 of his report, Mr. Kostyun contends that the substance of a number of consumer-sent text responses are actually evidence of consumers who expressed an interest in QuoteWizard's services even though they were treated by Drips and QuoteWizard as Do Not Call requests. As explained in the Verkhovskaya Report, I removed from the Class List consumers who were identified by QuoteWizard as having responded with interest to QuoteWizard's telemarketing texts as based the file I referred to in my Expert Report as the "Potential Customer File" (QUOTEWIZARD003653-QUOTEWIZARD003653.xlsx). Consistent with my initial methodology as intending to remove from the Class List consumers who responded with interest to QuoteWizard's texts, and having been made aware by the Kostyun Report of QuoteWizard's claim that some consumers who were included in the telephone numbers designated by QuoteWizard as numbers to "Do Not Call" (files "DNC-Part1.csv," "DNC-Part2.csv," "DNC-Part3.csv," Inbound Messages – 2021-05-18.csv," and "QuoteWizard_Mantha 00211 UNREDACTED.csv") actually may have been interested in its products.

59.   On or about November 2, 2023, I received from Plaintiff's counsel a list of consumer Opt Out Requests that matched some of the telephone numbers listed on Exhibit J of the Verkhovskaya Report, that could be interpreted as having expressed interest in QuoteWizard's goods or services, and I removed those **2,768** telephone numbers[21] from the preliminary proposed Class List found at Exhibit J of the Verkhovskaya Report.

60.   Finally, in order to simplify the presentation of evidence at class certification and trial, I was instructed by counsel to remove from the class any numbers for which QuoteWizard produced a working Jornaya or Trusted Form link. For this process, I reviewed the following fields connected to the following files:

Field "TRUSTEDFORMCERTIFICATEURL" for files:
ALPINEDIGITAL_INBOUND_PAGE DETAILS.csv
APOLLOINTERACTIVE_INBOUND_PAGE DETAILS.csv
INFINIX MEDIA_INBOUND_PAGE DETAILS.csv
INSUREDNATION_INBOUND_PAGE DETAILS.csv
LMLEAD_INBOUND_PAGE DETAILS.csv
MEDIAALPHA_INBOUND_PAGE DETAILS.csv
UE.CO_INBOUND_PAGE DETAILS.csv
Adharmonics_Inbound_Page_Details.csv
ALLWEB_INBOUND_PAGE DETAILS.csv
AVENGEDIGITAL_INBOUND_PAGE DETAILS.csv
BETTERLEADS_INBOUND_PAGE DETAILS.csv
BLUESUMMIT_INBOUND_PAGE DETAILS.csv
C3DATA_INBOUND_PAGE DETAILS.csv
CEGE_INBOUND_PAGE DETAILS.csv
CREATIONQUOTE_INBOUND_PAGE DETAILS.csv
EQUOTO_INBOUND_PAGE DETAILS.csv
EVERYPOLICY_INBOUND_PAGE DETAILS.csv
EXCELIMPACT_INBOUND_PAGE DETAILS.csv
GOLDENSTATEINTERACTIVE_INBOUND_PAGE DETAILS.csv
ICW_INBOUND_PAGE DETAILS.csv
INQUIR_INBOUND_PAGE DETAILS.csv
MEDIALOT_INBOUND_PAGE DETAILS.csv
MEDICARESAVER_INBOUND_PAGE DETAILS.csv

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[21] A list of these telephone numbers is attached hereto as Exhibit 1.

NATIONALFAMILYASSURANCEGROUP_INBOUND_PAGE DETAILS.csv

ORGANICADS_INBOUND_PAGE DETAILS.csv

POLICYBIND_INBOUND_PAGE DETAILS.csv

PRESIDIO_INBOUND_PAGE DETAILS.csv

PX_INBOUND_PAGE DETAILS.csv

QUOTEVELOCITY_INBOUND_PAGE DETAILS.csv

RANKMEDIA_INBOUND_PAGE DETAILS.csv

SUITED_INBOUND_PAGE DETAILS.csv

TRUSOURCE_INBOUND_PAGE DETAILS.csv

ADSTERMINALINB_INBOUND_PAGE DETAILS.csv

Inbound Page Details_Leads Drips Rejected but Texted.csv

Inbound Page_Leads Rejected but Drips Accepted and Texted.csv

ACTIVEPROSPECTMEDICAREAGENCY_INBOUND_PAGE DETAILS.csv

ADHARMONICS_INBOUND_PAGE DETAILS.csv

AGILE RATES_INBOUND_PAGE DETAILS.csv

ALLWEB_INBOUND_PAGE DETAILS.csv

ALPINEDIGITAL_INBOUND_PAGE DETAILS.csv

APOLLOINTERACTIVE_INBOUND_PAGE DETAILS.csv

AVENGEDIGITAL_INBOUND_PAGE DETAILS.csv

BETTERLEADS_INBOUND_PAGE DETAILS.csv

BLUEINKDIGITAL_INBOUND_PAGE DETAILS.csv

BLUESUMMIT_INBOUND_PAGE DETAILS.csv

C3DATA_INBOUND_PAGE DETAILS.csv

CEGE_INBOUND_PAGE DETAILS.csv

CONTACTABILITY_INBOUND_PAGE DETAILS.csv

CREATIONSQUOTE_INBOUND_PAGE DETAILS.csv

EQUOTO_INBOUND_PAGE DETAILS.csv

EVERYPOLICY_INBOUND_PAGE DETAILS.csv

EXCELIMPACT_INBOUND_PAGE DETAILS.csv

GOLDENSTATEINTERACTIVE_INBOUND_PAGE DETAILS.csv

HEALTHCARE_INBOUND_PAGE DETAILS.csv

ICW_INBOUND_PAGE DETAILS.csv

INFINIX MEDIA_INBOUND_PAGE DETAILS.csv

INQUIR_INBOUND_PAGE DETAILS.csv

INSUREDNATION_INBOUND_PAGE DETAILS.csv

LEADCO_INBOUND_PAGE DETAILS.csv

LEADGATEMEDIA_INBOUND_PAGE DETAILS.csv

LEADINGLY_INBOUND_PAGE DETAILS.csv

LEADSLAB_INBOUND_PAGE DETAILS.csv

LMLEAD_INBOUND_PAGE DETAILS.csv

MADERADIGITAL_INBOUND_PAGE DETAILS.csv
MEDIAALPHA_INBOUND_PAGE DETAILS.csv
MEDIALOT_INBOUND_PAGE DETAILS.csv
MEDICARESAVER_INBOUND_PAGE DETAILS.csv
NATIONALFAMILYASSURANCEGROUP_INBOUND_PAGE DETAILS.csv
NEWLEVELMEDIA_INBOUND_PAGE DETAILS.csv
ORGANICADS_INBOUND_PAGE DETAILS.csv
POLICYBIND_INBOUND_PAGE DETAILS.csv
PRESIDIO_INBOUND_PAGE DETAILS.csv
PX_INBOUND_PAGE DETAILS.csv
QATALYSTINC_INBOUND_PAGE DETAILS.csv
QUOTEVELOCITY_INBOUND_PAGE DETAILS.csv
RANKMEDIA_INBOUND_PAGE DETAILS.csv
STRATMEDIAINB_INBOUND_PAGE DETAILS.csv
SUITED_INBOUND_PAGE DETAILS.csv
TRUSOURCE_INBOUND_PAGE DETAILS.csv
UE.CO_INBOUND_PAGE DETAILS.csv
UNIONSQUAREMEDIA_INBOUND_PAGE DETAILS.csv
WISDOMCO_INBOUND_PAGE DETAILS.csv
Presidio_Consent info for 50 Lead Sample - 4859-0034-2367 1.xlsx

Field "CertificateURL" for file:
TrustedForm Report.xlsx

Field "sessionreferrer" for files:
ROIMARKETPLACE_PAGE DETAILS.csv
RSIDISPLAY_PAGE DETAILS.csv
SAVINGSROLL.COM_PAGE DETAILS.csv
SEO_PAGE DETAILS.csv
SHINEARMOR.COM_PAGE DETAILS.csv
SIMPLIFIEDRATES_PAGE DETAILS.csv
SLFT_PAGE DETAILS.csv
SMARTADV_PAGE DETAILS.csv
SMARTASSET_PAGE DETAILS.csv
SMARTWAVEZ_PAGE DETAILS.csv
SMS_PAGE DETAILS.csv
STARTMYQUOTE.COM_PAGE DETAILS.csv
STARTSAVING_PAGE DETAILS.csv
TABOOLA_PAGE DETAILS.csv
TAKEOVERMEDIA_PAGE DETAILS.csv
THELLAMA.COM_PAGE DETAILS.csv

THESMARTWALLET.COM_PAGE DETAILS.csv
TIKTOK_PAGE DETAILS.csv
TRANSPARENTADS.COM_PAGE DETAILS.csv
TRANSUNION_PAGE DETAILS.csv
TURTLELEADS_PAGE DETAILS.csv
ULTIMATEINSURANCE.CO_PAGE DETAILS.csv
USIA_PAGE DETAILS.csv
USM_PAGE DETAILS.csv
USNEWS_PAGE DETAILS.csv
VERIZON_PAGE DETAILS.csv
VP_PAGE DETAILS.csv
WALLETGENIUS.COM_PAGE DETAILS.csv
WAYLESSQUOTES_PAGE DETAILS.csv
WEAUTOINSURANCE_PAGE DETAILS.csv
WEFOUND_PAGE DETAILS.csv
WZRSVR_PAGE DETAILS.csv
X5_PAGE DETAILS.csv
XTRG_PAGE DETAILS.csv
YAHOO_PAGE DETAILS.csv
ZAPPIAN_PAGE DETAILS.csv
ZEN_PAGE DETAILS.csv
HYPERBOOST_PAGE DETAILS.csv
HYSVR_PAGE DETAILS.csv
ICOMPAREAUTOINSURANCE.COM_PAGE DETAILS.csv
IDSG_PAGE DETAILS.csv
INFY_PAGE DETAILS.csv
INSUREDYES.COM_PAGE DETAILS.csv
JBCS_PAGE DETAILS.csv
KVELLMARKETING_PAGE DETAILS.csv
KZOMEDIA_PAGE DETAILS.csv
LEADNOMICS_PAGE DETAILS.csv
LENDERDAILY_PAGE DETAILS.csv
LENDINGTREE_PAGE DETAILS.csv
LENDYMEDIA_PAGE DETAILS.csv
LGAUTO_PAGE DETAILS.csv
LHMR_PAGE DETAILS.csv
LIVEWIREINSURANCE.COM_PAGE DETAILS.csv
LOSTBOYS_PAGE DETAILS.csv
LOWESTQUOTES_PAGE DETAILS.csv
LTEMAIL_PAGE DETAILS.csv

LTMEDIA_PAGE DETAILS.csv
LTSMS_PAGE DETAILS.csv
LUCENT_PAGE DETAILS.csv
M3_PAGE DETAILS.csv
MADR_PAGE DETAILS.csv
MARKETCALL_PAGE DETAILS.csv
MAXBOUNTY_PAGE DETAILS.csv
MBPPS_PAGE DETAILS.csv
MEDICALRECORDS.COM_PAGE DETAILS.csv
METARAIL_PAGE DETAILS.csv
MFRCLTD_PAGE DETAILS.csv
MILITARY.COM_PAGE DETAILS.csv
MOBUPPS_PAGE DETAILS.csv
MONEYTIME_PAGE DETAILS.csv
MOUNTAINTOP_PAGE DETAILS.csv
MOVOTO.COM_PAGE DETAILS.csv
MSN_PAGE DETAILS.csv
MTMESSENGER_PAGE DETAILS.csv
MYFINANCEBUZZ.COM_PAGE DETAILS.csv
MYLENDINGTREE_PAGE DETAILS.csv
MYQUOTESGENIUS.COM_PAGE DETAILS.csv
NAM_PAGE DETAILS.csv
NATINTSOCIAL_PAGE DETAILS.csv
NATURALINTELLIGENCE_PAGE DETAILS.csv
NW_PAGE DETAILS.csv
OPG_PAGE DETAILS.csv
OPTIMIZETOCONVERT_PAGE DETAILS.csv
OWNERLY.COM_PAGE DETAILS.csv
PEAKPERFORMANCE_PAGE DETAILS.csv
PERFORM_PAGE DETAILS.csv
PERFORMANCEAUTO_PAGE DETAILS.csv
PERFORMCBL_PAGE DETAILS.csv
POINT2WEB_PAGE DETAILS.csv
POLICYPLUG_PAGE DETAILS.csv
POLICYSPOTTER_PAGE DETAILS.csv
PRECISERATEQUOTES.COM_PAGE DETAILS.csv
PREMIUMREDUCTIONS_PAGE DETAILS.csv
PROPEL_PAGE DETAILS.csv
PUSHNAMI_PAGE DETAILS.csv
QUANTUMDIGITAL_PAGE DETAILS.csv

QUINCLICK_PAGE DETAILS.csv
QUORA_PAGE DETAILS.csv
QUOTE.COM_PAGE DETAILS.csv
QUOTECONDUCTOR.COM_PAGE DETAILS.csv
QUOTEROCKET.COM_PAGE DETAILS.csv
QWEMAIL_PAGE DETAILS.csv
RATESPOLICY.COM_PAGE DETAILS.csv
RINGPARTNER_PAGE DETAILS.csv
CX3ADS_PAGE DETAILS.csv
DECIDO.IO_PAGE DETAILS.csv
DENVERVENDOR_PAGE DETAILS.csv
DIABLOT1_PAGE DETAILS.csv
DIRECTAGENTS_PAGE DETAILS.csv
DIRECTAUTOINSURANCE.ORG_PAGE DETAILS.csv
DISCOUNTCARINSURANCE.IO_PAGE DETAILS.csv
DISCOUNTEDQUOTES.COM_PAGE DETAILS.csv
DMS_PAGE DETAILS.csv
DMV.COM_PAGE DETAILS.csv
ECOMFYLEAD_PAGE DETAILS.csv
EINSURANCE_PAGE DETAILS.csv
ELEPHANT_PAGE DETAILS.csv
EXPENSECUTTER_PAGE DETAILS.csv
EXPRESSREVENUE_PAGE DETAILS.csv
FAMILY_PAGE DETAILS.csv
FCEBCK_PAGE DETAILS.csv
FLEXQUOTEFINDER.COM_PAGE DETAILS.csv
FNDR_PAGE DETAILS.csv
GDN_PAGE DETAILS.csv
GETMEINSURE.COM_PAGE DETAILS.csv
GFC_PAGE DETAILS.csv
GMAILPPC_PAGE DETAILS.csv
GOODWALLET_PAGE DETAILS.csv
GOOGLE_2018_PAGE DETAILS.csv
GOOGLE_2019_PAGE DETAILS.csv
GOOGLE_2020_PAGE DETAILS.csv
GOOGLE_2021_PAGE DETAILS.csv
GUARDIANSINSURANCE.COM_PAGE DETAILS.csv
HENRYADSFACTORY_PAGE DETAILS.csv
HIATUS_PAGE DETAILS.csv
HLLO_PAGE DETAILS.csv

HOWMUCH.NET_PAGE DETAILS.csv
HOWSTUFFWORKS.COM_PAGE DETAILS.csv

Field "data.submissionURL" for file:
find_query_internal.csv

Field "lead site" for file:
HigherEd00001.xlsx

Field "Submission URL" for file:
Presidio_Consent info for 50 Lead Sample - 4859-0034-2367 1.xlsx

Field "TRUSTEDFORMCERTIFICATEURL" for file:
find_query_external.csv

61.   In total, only **1,194** of the telephone numbers on the preliminary Class List had **1,212** associated links that were working links.[22] As detailed earlier, none of the ActiveProspect links associated with numbers on the preliminary Class List are working links. In accordance with counsel's instructions, I removed from the preliminary Class List those telephone numbers associated with working Jornaya links.

62.   After the removal of the **2,768** telephone numbers of consumers who expressed interest in QuoteWizard's products, and after the removal of **1,194** remaining telephone numbers associated with working Jornaya weblinks, **67,588** unique telephone numbers that received **319,112** telemarketing text messages remain in the class that meet the meet common attributes relating to all class members as set forth in the initial Verkhovskaya Report

63.   An updated version of the Class List reflecting this change is attached at Exhibit 2.[23]

IV.   CONCLUSION

64.   The Kostyun Report fails to show that the opinions I expressed in the Verkhovskaya Report are either incorrect or unreliable and does not change any of the opinions I expressed in the Verkhovskaya Report.

65.   I have reached the opinions expressed herein based on a reasonable degree of certainty in the fields of data management, data analysis, class member identification, and claims administration.

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[22] Some of the telephone numbers with working links were already removed in paragraph 59.
[23] While preparing this, it was found that Exhibit J of the Verkhovskaya Report had a typo in the area code for Mr. Mantha that is now corrected in Exhibit 2.

Executed at Milwaukee, Wisconsin, this November 22, 2023.

_____

Anya Verkhovskaya

EXHIBITS 1-2

Provided in native format.

EXHIBIT 4

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH MANTHA, *on behalf of himself and all others similarly situated*,
 	
                Plaintiff,
 	
      v.
 	
 QUOTEWIZARD.COM, LLC,
 	
                Defendant.
	Civil Action No. 1:19-cv-12235-LTS

<u>Amended and Corrected Supplemental Report of Anya Verkhovskaya</u>
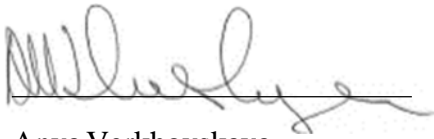
I, Anya Verkhovskaya, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1.   I am the President and Chief Executive Officer of Class Experts Group, LLC (CEG), a firm that offers litigation support services. I am the same Anya Verkhovskaya who submitted an Expert Report in this matter on September 22, 2023, and a Rebuttal Expert Report in this matter on November 22, 2023.

2.   On or about December 5, 2023, as I prepared for my deposition in this case, it was discovered that there are two corrections.

    a. Paragraph 40.e. of my Expert Report should have listed two additional files that I did review and reply on: DRIPS000005 – CONFIDENTIAL Pursuant to the Court's Default PO (1).csv and DRIPS000008 – CONFIDENTIAL Pursuant to the Court's Default PO.csv. This had no effect on the opinions expressed in my Expert Report; and

    b. Exhibit J of my Expert Report and Exhibit 2 of my Rebuttal Expert Report should have excluded certain records. At Paragraph 84 of my Expert Report I described the process for removing records with certain business-related "Keywords" and the Keyword List itself was attached to that report as Exhibit I. Inadvertently, due to human error, the file attached to the report as Exhibit J represented my results through only the steps preceding the Keyword List removal step, and not after the Keyword List removal step.1 There was another file reflecting the results of all steps through the post-Keyword List removals which should have been attached. Attached hereto as Corrected Exhibit 2 is the revised Exhibit 2 which reflects the Keyword List removals. Accordingly, the last two numbers at Paragraph 62 of the Rebuttal Expert Report should be corrected to 66,693 and 314,828 respectively.

Mantha v. QuoteWizard.com LLC, Case No. 1:19-cv-12235-LTS-PK (D. Mass)

Executed at Milwaukee, Wisconsin, this 8th day of December, 2023.

Anya Verkhovskaya

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[1] Because the Rebuttal Expert Report carried forward the same records identified in the Expert Report's Exhibit J, it was necessary to apply the Keyword List removals to both Exhibit J of the Expert Report and Exhibit 2 of the Rebuttal Expert Report.

Mantha v. QuoteWizard.com LLC, Case No. 1:19-cv-12235-LTS-PK (D. Mass)

Corrected Rebuttal Exhibit 2

Provided in native format.

Mantha v. QuoteWizard.com LLC, Case No. 1:19-cv-12235-LTS-PK (D. Mass)

EXHIBIT 5

Page 1

1   IN THE UNITED STATES DISTRICT COURT

2   FOR THE DISTRICT OF MASSACHUSETTS

3

4   JOSEPH MANTHA on behalf of himself

5   and others similarly situated,

6   Plaintiff,

7   vs.   CASE NO. 1:19-cv-12235-LTS

8   QUOTEWIZARD.COM, LLC,

9   Defendant.

10   ------------------------------x

11

12

13

14   VIDEOTAPED DEPOSITION OF

15   MATTHEW WEEKS

16   CONDUCTED VIRTUALLY

17   Friday, September 8, 2023

18   11:11 a.m. EDT

19

20

21

22

23   Laurie K. Langer, RPR

24

Page 22

1 is on our business development side who does that. And
2 then she's got a couple of people on her team that, I
3 believe, also do it.
4   Q. But the websites at which these third-party lead
5 vendors generate leads are not QuoteWizard websites;
6 correct?
7   A. For the third-party traffic that, that me and my
8 team are specifically by? No, that does not come from
9 QuoteWizard's websites.
10   Q. Okay. And are you familiar with -- do you have
11 any responsibility for leads that come through
12 QuoteWizard's own websites?
13   A. I do not.
14   Q. Are you familiar with, with the term "inbound"
15 with respect to a lead?
16   A. Yes.
17   Q. And is inbound a reference to a lead that's
18 generated on a third-party lead vendor website?
19   A. Yes.
20   Q. And in interrogatories in this case I believe
21 you've identified that there are approximately 180 lead
22 vendors that QuoteWizard uses; is that correct?
23   A. That number fluctuates. We're not at 180 at this
24 present moment. It's -- that number is not a static

Page 23

1 number.
2   Q. What -- what are you at now?
3   A. I would say that we are -- we're probably in the
4 neighborhood of 80 to 90 right now.
5   Q. Okay. And --
6   MR. POLANSKY: And, Ted, I don't mean to
7 interrupt, but your computer screen is on our screen.
8   VIDEOGRAPHER: Ted, I don't mean to
9 interrupt either, but I don't suppose you got my chat
10 message.
11   MR. BRODERICK: Oh. I wasn't looking.
12 Sorry.
13   VIDEOGRAPHER: Okay. I'll just reiterate,
14 if you wouldn't mind when you're finished, when you're
15 finished with a document, questioning on the document, I
16 would take it down or otherwise it just stays up there.
17   MR. BRODERICK: Okay. Got it. Got it.
18   VIDEOGRAPHER: Okay.
19   MR. POLANSKY: Sorry, Ted.
20   MR. BRODERICK: No, no. Thank you.
21   Q. But over the last four years was, was 180 an
22 average; or do you have a sense?
23   A. An average over the last four years. I'd
24 also -- I would want to look at the interrogatory of

Page 24

1 that particular answer, because if I'm remembering
2 correctly I believe that number was a total number of
3 vendors that we had worked with, it wasn't -- I think
4 that was for a certain period of time.
5   Q. Okay. Why don't we do that.
6   A. That wasn't a number like an always, an always
7 number. If I'm remembering correctly.
8   Q. Let's see if I can pull up the right one.
9   Okay. I have marked as Exhibit 2
10 Defendants -- can you see that screen?
11   A. Yeah, I'm pulling it up right now.
12   Q. Okay. Great.
13   (Deposition Exhibit No. 2 marked for
14 identification.)
15   A. Which number am I looking for?
16   Q. I'm just identifying it for the record. I'm
17 showing you what's been marked as Exhibit 2, Defendant's
18 Supplemental Responses to Plaintiff's Third Set of
19 Interrogatories.
20   And I believe it's asked --
21   A. Okay. I see it. It's in -- it's in the
22 first -- it's in the two, number 2.
23   Q. Number 2. Okay. Thank you.
24   A. One, two, three, four, it's in the fifth

Page 25

1 paragraph down.
2   Q. On the fifth page?
3   A. Correct. That's where I'm seeing it at least.
4   Q. Right. And it says, "in the putative class
5 period, QuoteWizard purchased leads from (approximately)
6 over 180 possible lead suppliers."
7   And this is -- these are interrogatories that you
8 signed, correctly -- correct?
9   A. Let me -- yes.
10   Q. And your answer goes on to say that QuoteWizard
11 purchased -- "these lead suppliers in turn necessarily
12 would have purchased -- would have either purchased
13 leads from or generated leads from thousands (if not
14 hundreds of thousands) of different lead websites that
15 necessarily have various different forms of consent
16 language that might be contested by counsel and would
17 require individualized inquiries into each consumer's
18 agreement to disclosure language."
19   And that's your answer; correct?
20   A. Correct.
21   MR. POLANSKY: Just for clarification. I
22 think that's part of the objection.
23   MR. BRODERICK: It says "answer."
24 Interrogatory 2, answer.

7 (Pages 22 - 25)

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1   A. Yeah. But there is, "moreover, QuoteWizard
2 objects insofar as" and then it goes on to say all of
3 that stuff.
4   Q. Okay. Well, do you agree with that statement by
5 your attorney and the objection, if we're going to
6 characterize that as an objection?
7   A. Yes.
8   Q. And QuoteWizard didn't look at the thousands or
9 hundreds of thousands of different lead websites that
10 QuoteWizard's leads came from, did it?
11   A. No.
12   Q. And you couldn't have done that; right?
13   A. No.
14   Q. You don't even know what those different websites
15 that provided leads to your lead brokers were?
16   MR. POLANSKY: Objection.
17   A. I don't know what the -- I don't know what the
18 websites are, or?
19   Q. You don't know what the sub -- this -- this seems
20 to me to be describing that QuoteWizard's lead vendors
21 in turn get leads from other websites; correct?
22   A. That would be correct. Our vendors have
23 partners.
24   Q. And your vendors -- vendors or sub vendors, you,

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1 by QuoteWizard"?
2   MR. POLANSKY: Objection.
3   A. Honestly, I -- I don't know if that's what it
4 says in our contracts.
5   Q. And do you require that the consent provided to
6 QuoteWizard allows consumers the right to opt out of
7 receiving telephone solicitations on behalf of
8 QuoteWizard?
9   A. Absolutely. A consumer can opt out at anytime.
10   Q. But does the consent -- do you require that the
11 consent that you get, the website through which that was
12 created has, provides that to the consumer?
13   MR. POLANSKY: Objection.
14   A. I'm -- I'm not following the question.
15   Q. Well, the consent to receive telephone
16 solicitations, you have to give the person a right to
17 opt out of receiving those.
18   Is there any requirement in your contracts that
19 leads have to -- leads that are provided to you have to
20 have come from a site that says the consumer can opt
21 out?
22   MR. POLANSKY: Objection.
23   A. I -- I'm not sure if that's in our contracts or
24 not.

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1 QuoteWizard never reviewed those websites; correct?
2   A. QuoteWizard didn't. We leave that up to our
3 partners to vet their sources.
4   Q. Okay. And for a lead provided to QuoteWizard,
5 does QuoteWizard require that any lead come with prior
6 express written consent to receive a telephone
7 solicitation from QuoteWizard by name?
8   MR. POLANSKY: Objection.
9   A. We require our vendors to provide consent, yeah.
10   Q. And what consent do you require them to provide?
11   A. Via our --
12   MR. POLANSKY: Objection.
13   You can answer.
14   A. Well, via our contracts with them they have, I
15 mean, they have to provide -- they can't sell us a lead
16 that doesn't, that doesn't have consent.
17   Q. Right. But I want to know what, what that
18 consent has -- what is the -- so it has to have consent;
19 what does that mean?
20   A. It's usually, like, a check box, like an opt in
21 is what we call it. Like, where the consumer flicks a
22 box that says, "I opt in to essentially be contacted."
23   Q. And does the -- do the contracts require that it
24 has to be consent that says, "I consent to be contacted

Page 29

1   Q. QuoteWizard -- well, you're not -- you're not
2 specifically familiar with what leads Drips was
3 providing to -- well, you said that you don't buy leads
4 from Drips. What did Drips do for QuoteWizard?
5   A. That's -- that's Tricia's area.
6   Q. Not your area. Okay.
7   A. I don't deal with Drips, yeah.
8   Q. Are you familiar with when QuoteWizard gets a
9 lead from one of your lead vendors, what does
10 QuoteWizard then do with that lead?
11   MR. POLANSKY: Objection. At what point in
12 time? As part of the ping post? Once they've posted?
13   MR. BRODERICK: After it's posted, accepted,
14 purchased by QuoteWizard.
15   MR. POLANSKY: Okay.
16   Q. What does QuoteWizard then do with that lead, if
17 anything?
18   A. We pass that on to the insurance carrier that we
19 purchased it for. And depending on the lead it might go
20 to our own, our own call center.
21   Q. QuoteWizard has its own call center?
22   A. Correct.
23   Q. Do you know where that call center is located?
24   A. I do not. I -- that would be Tricia's over --

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1 is speaking on that.
2   Q. I want to show you a different set of
3 interrogatory answers. I've marked as Exhibit 9
4 Defendant's Supplemental Answers to Interrogatories
5 which are dated June 15th. Although your verification
6 was signed on June 21st.
7   A. It is loading currently for me. Okay. I can see
8 it.
9   Q. I grabbed the wrong one again. Hold on.
10   A. So don't look at that?
11   Q. Don't look at that. Don't bother.
12   A. Okay.
13   Q. Let me just ask you, QuoteWizard, the purpose
14 when you were buying leads was to buy consumer leads;
15 correct?
16   A. The -- yeah, the purpose is to buy leads of
17 consumers who are looking for insurance.
18   Q. So you weren't looking to buy leads relating to
19 businesses; correct?
20   A. To businesses, no. We -- individual consumers.
21   Q. Okay. So if a -- if a lead had a business in it
22 that was an accident; correct?
23   A. If a lead had a business in it? What do you mean
24 by that?

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1   Q. If a lead was, was for a business as opposed to
2 an individual consumer.
3   A. Like, there was, like, for the first name or the
4 last name in the lead it was a business name?
5   Q. Correct.
6   A. Yeah, that would not have been intentional.
7   Q. And that -- would that be a reason -- you talked
8 earlier about reasons that companies, let's say
9 insurance companies or agents to whom you've sold the
10 leads could return a lead, would the fact that it was a
11 business be one of those reasons?
12   A. I -- I can't -- I don't want to speculate. I
13 mean, I -- like I said, I don't -- I don't handle
14 returns or, or deal with returns in that manner.
15   Q. But that's not what you intended to sell to
16 insurance companies, that wasn't QuoteWizard's business;
17 correct?
18   A. Correct.
19   Q. Does QuoteWizard require its lead
20 vendors -- strike that.
21   Are you familiar with the E-Sign Act?
22   A. I am not.
23   Q. So does QuoteWizard then require your lead
24 vendors to obtain consent that is compliant with the

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1 E-Sign Act?
2   MR. POLANSKY: Objection.
3   Q. Or do you know?
4   A. Like I said, I don't know what the E-Sign Act is,
5 so.
6   Q. But you are -- you are the person at QuoteWizard
7 responsible for third-party lead vendors; correct?
8   A. For managing the relationships, yes.
9   Q. And you set out the requirements for what
10 third-party lead vendors have to have in their leads in
11 order to sell them to QuoteWizard?
12   MR. POLANSKY: Objection.
13   A. That is not my role.
14   Q. Whose role is that?
15   A. Legal, probably. And in conjunction with our
16 tech team to implement it.
17   Q. Okay. But it's fair to say that you're not aware
18 of any such requirement for leads sold to QuoteWizard?
19   MR. POLANSKY: Objection.
20   Q. That it comply with the E-Sign Act?
21   A. Like I said, I don't know what the E-Sign Act is,
22 so I can't say either way.
23   Q. Okay. Does QuoteWizard have a written TCPA
24 policy?

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1   MR. POLANSKY: This is for Tricia.
2   MR. BRODERICK: Okay.
3   MR. POLANSKY: You can answer, if you know.
4   Q. Yeah, if you know.
5   A. I don't -- I don't know if we have a written TCPA
6 policy.
7   Q. And to your knowledge does QuoteWizard require
8 lead vendors to have on their website a mechanism for
9 which consumers can opt out of receiving telemarketing
10 messages?
11   A. I do not know.
12   Q. Okay. I don't think I have any further
13 questions. Thank you, Mr. Weeks.
14   MR. POLANSKY: I have just a couple quick
15 follow ups and then we'll get you going.
16
17
18   EXAMINATION
19
20 BY MR. POLANSKY:
21   Q. You were asked earlier about prior express
22 written consent, and you said you hadn't heard that
23 terminology before; is that right?
24   A. Correct.

18 (Pages 66 - 69)

EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JOSEPH MANTHA on behalf of himself and others similarly situated,	:	
	:	
	:	
Plaintiff,	:	
	:	Case No. 1:19-cv-12235-LTS-PK
v.	:	
	:	
QUOTEWIZARD.COM, LLC	:	
	:	
Defendant.	:	
	:	
	:	
	:	

**DECLARATION OF JOHN W. BARRETT IN SUPPORT OF
MOTION FOR CLASS CERTIFICATION**

1.   I am an attorney duly admitted to practice in the Commonwealth of Massachusetts

and this District. I am over 18 years of age, I am competent to testify and make this affidavit on

personal knowledge. I make this declaration in support of Plaintiff's Motion for Class Certification.

In this declaration I will describe the work that I and my co-counsel have done in identifying and

investigating potential claims in the action and to set forth my qualifications to serve as class

counsel, and describe my experience in representing plaintiff classes in class actions, and cases

brought under the 47 U.S.C. § 227, the Telephone Consumer Protection Act. ("TCPA").

2.   I have litigated numerous TCPA class actions with my co-counsel in this action. Since

joining Plaintiff's team in this case, I have been involved in all strategy decisions, reviewing

documents and analyze expert reports for both Plaintiff and Defendant.

3.   I have extensive class action experience. I have handled and won class action, mass

action, and individual plaintiff jury trials in federal and state court, and successfully argued appeals

to uphold verdicts won in those cases. My firm possess the resources to fund and prosecute this case

to a successful conclusion. Some of these cases include:

1

- *Krakauer v. Dish Network, L.L.C.,* No. 1:14-cv-00333, M.D. N.C. (five-day TCPA jury trial and a treble damages award for a certified class, resulting in $61.3 million judgment, *affirmed* 925 F.3d 643 (4th Cir. 2019));

- *Vance v. DirecTV,* No. 5:17-179, N. D. W. Va. ($16.875 million nationwide TCPA settlement);

- *Hankins v. Alarm.com Incorporated and Alarm.com Holdings, Inc.,* No. 4:15-cv-06314, N.D. Cal. (settled TCPA class action for $28 million);

- *In re Monitronics TCPA Litig.,* MDL No. 2493, N.D. W.Va. (appointed MDL Co-Lead Counsel; $28 million TCPA class action settlement);

- *Mey v. Patriot Payment Group, LLC,* No. 5:15-cv-00027, N.D. W.Va. ($3.7 million settlement in TCPA class action);

- *Mey v. Venture Data, LLC,* No. 5:14-cv-00123, N.D. W. Va. ($2.1 million TCPA class action settlement);

- *Mey v. Frontier Communications Corp.*, No. 3:13-01191, D. Conn. ($11 million nationwide TCPA settlement);

- *Generic Drug Litigation (State of West Va. v. Rite Aid of West Va.*, No. 09-C-27; and *State of West Va. v. CVS Pharmacy, Inc.,* No. 09-C-226 (Circuit Court of Boone County, West Virginia) (as Special Assistant Attorney General, won settlements of more than $10 million in *parens patriae* consumer protection litigation);

- *Carter v. Forjas Taurus SA et al.*, No. 1:13-CV-24583, S.D. Fla. (class counsel for product liability class action against Brazilian pistol manufacturer; settlement provides for the free exchange of defective pistols for new pistols (unlimited by any claims period), or cash payments of up to $30 million for returned pistols; total value of settlement $240 million);

- *Desai v. ADT Security,* No. 11-C-1925, N.D. Ill. ($15 million TCPA settlement for nationwide class).

PURSUANT TO 28 U.S.C. § 1746, I DECLARE SIGNED UNDER PENALTY OF PERJURY OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT EXECUTED THIS THIS 12th DAY OF JANUARY, 2024

/s/ John W. Barrett
John W. Barrett

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JOSEPH MANTHA on behalf of himself   :
and others similarly situated,   :
                                 :
      Plaintiff,   :
                                 :   Case No. 1:19-cv-12235-LTS-PK
v.   :
                                 :
QUOTEWIZARD.COM, LLC   :
                                 :
      Defendant.   :
                                 :
                                 :
_____ :

**Declaration of Matthew P. McCue in Support of Motion for
Moton for Class Certification**

I, Matthew P. McCue, declare under penalty of perjury:

1.   I am an attorney duly admitted to practice in the Commonwealth of Massachusetts, I am over 18 years of age and I am competent to testify and make this affidavit on personal knowledge. I make this declaration in support of Plaintiff's Motion for Class Certification. In this declaration I will describe the work that I and my co-counsel have done in identifying and investigating potential claims in the action and to set forth my qualifications to serve as class counsel, and describe my experience in representing plaintiff classes in class actions, and cases brought under the 47 U.S.C. § 227, the Telephone Consumer Protection Act. ("TCPA").

2.   I was involved in every stage of representing Plaintiff in this case, from pre-trial investigation, analysis of Plaintiff's potential claims, and review of documents and discovery responses, depositions, discovery motions and summary judgment motions.

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QUALIFICATIONS OF COUNSEL

3.   I am a 1993 honors graduate of Suffolk Law School in Boston, Massachusetts. Following graduation from law school, I served as a law clerk to the Justices of the Massachusetts Superior Court. I then served a second year as a law clerk for the Hon. F. Owen Eagan, United States Magistrate Judge for the USDC District of Connecticut.

4.   In 1994, I was admitted to the Bar in Massachusetts. Since then, I have been admitted to practice before the United States District Court for the District of Massachusetts, the First Circuit Court of Appeals, the United States District Court for the District of Colorado, the Sixth Circuit Court of Appeals and the United States Supreme Court.

5.   Following my clerkships, I was employed as a litigation associate with the Boston law firm of Hanify & King. In 1997, I joined the law firm of Mirick O'Connell as a litigation associate where I focused my trial and appellate practice on Plaintiffs' personal injury and consumer protection law.

6.   In the summer of 2002, I was recognized by the legal publication Massachusetts Lawyers Weekly as one of five "Up and Coming Attorneys" for my work on behalf of consumers and accident victims.

7.   In November of 2004, I started my own law firm focusing exclusively on the litigation of consumer class actions and serious personal injury cases.

8.   I am in good standing in every court to which I am admitted to practice.

9.   A sampling of other class actions in which I have represented classes of consumers follows:

   i.   <u>Mey v. Herbalife International, Inc.</u>, USDC, D. W. Va., Civil Action, No. 01-C-263M. Co-lead counsel with Attorney Broderick and additional co- counsel, prosecuting consumer class action pursuant to TCPA on behalf of nationwide class of junk fax and prerecorded telephone solicitation recipients. $7,000,000 class action settlement preliminarily approved on July 6, 2007 and granted final approval on February 5, 2008.

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ii. <u>Mulhern v. MacLeod d/b/a ABC Mortgage Company</u>, Norfolk Superior Court, 2005-01619 (Donovan, J.). Representing class of Massachusetts consumers who received unsolicited facsimile advertisements in violation of the TCPA and G.L. c. 93A. The case was certified as a class action, and I was appointed co-lead counsel, with Attorney Edward Broderick by the Court on February 17, 2006, settlement for $475,000 granted final approval by the Court on July 25, 2007.

iii. <u>Evan Fray-Witzer, v. Metropolitan Antiques</u>, LLC, NO. 02-5827 Business Session, (Van Gestel, J.). In this case, the defendant filed two Motions to Dismiss challenging the Plaintiffs' right to pursue a private right of action and challenging the statute at issue as violative of the telemarketer's First Amendment rights. Both Motions to Dismiss were denied. Class certification was then granted and I was appointed co-lead class counsel. Companion to this litigation, my co-counsel and I successfully litigated the issue of whether commercial general liability insurance provided coverage for the alleged illegal telemarketing at issue. We ultimately appealed this issue to the Massachusetts Supreme Judicial Court which issued a decision reversing the contrary decision of the trial court and finding coverage. <u>See Terra Nova Insurance v. Fray-Witzer et al.</u>, 449 Mass. 206 (2007). This case resolved for $1,800,000.

iv. <u>Shonk Land Company, LLC v. SG Sales Company</u>, Circuit Court of Kanawha County, West Virginia, Civil Action No. 07-C-1800 (multi-state class action on behalf of recipients of faxes in violation of TCPA, settlement for $2,450,000, final approval granted in September of 2009.

v. <u>Mann & Company, P.C. v. C-Tech Industries, Inc.</u>, USDC, D. Mass., C.A. 1:08CV11312-RGS, class action on behalf of recipients of faxes in violation of TCPA, settlement for $1,000,000, final approval granted in January of 2010.

vi. <u>Evan Fray Witzer v. Olde Stone Land Survey Company, Inc.</u>, Massachusetts Superior Court, Civil Action No. 08-04165 (February 3, 2011) (final approval granted for TCPA class settlement). This matter settled for $1,300,000.

vii. <u>Milford & Ford Associates, Inc. and D. Michael Collins vs. Cell-Tek, LLC</u>, USDC, D. Mass. C. A. 1:09-cv- 11261-DPW, class action on behalf of recipients of faxes in violation of TCPA, settlement for $1,800,000, final approval granted August 17, 2011 (Woodlock, J.)

viii. <u>Collins v. Locks & Keys of Woburn Inc.</u>., Massachusetts Superior Court, Civil Action No. 07-4207-BLS2 (December 14, 2011) (final approval granted for TCPA class settlement). This matter settled for $2,000,000.

ix. <u>Brey Corp t/a Hobby Works v. Life Time Pavers, Inc.</u>, Circuit Court for Montgomery County, Maryland, Civil Action No. 349410-V.   This matter settled for $1,575,000.

x. <u>Collins, et al v. ACS, Inc. et al</u>, USDC, District of Massachusetts, Civil Action No. 10-CV-11912 a TCPA case for illegal fax advertising, which settled for $1,875,000.

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xi. <u>Desai and Charvat v. ADT Security Services, Inc.</u>, USDC, Northern District of Illinois, Civil Action No. 11-CV-1925, settlement of $15,000,000, approved, awarding fees of one third of common fund.

xii. <u>Benzion v. Vivint,</u> 0:12cv61826, USDC S.D.Fla., settlement of $6,000,000 granted final approval in February of 2015.

xiii. <u>Kensington Physical Therapy v. Jackson Physical Therapy Partners,</u> USDC, District of Maryland, 8:11cv02467, settlement of $4,500,000 granted final approval in February of 2015.

xiv. <u>Jay Clogg Realty v. Burger King Corp.,</u> USDC, District of Maryland, 8:13cv00662, settlement of $8.5 million granted final approval in May of 2015.

xv. <u>Charvat v. AEP Energy,</u> 1:14cv03121 ND Ill, class settlement of $6 million granted final approval on September 28, 2015.

xvi. <u>Mey v. Interstate National Dealer Services, Inc</u>., USDC, ND. Ga., 1:14-cv-01846-ELR, TCPA class settlement of $4,200,000 granted final approval on June 8, 2016.

xvii. <u>Philip Charvat and Ken Johansen v. National Guardian Life Insurance</u> Company, USDC, WD. WI., 15-cv-43-JDP, TCPA class settlement for $1,500,000 granted final approval on August 4, 2016.

xviii. <u>Thomas Krakauer v. Dish Network, L.L.C.</u>, USDC, MDNC, Civil Action No. 1:14-CV-333 on September 9, 2015. I was co-trial counsel in the case which resulted in a jury verdict in favor of plaintiff and the class of $20,446,400 on January 19, 2017. (Dkt. 292). On May 22, 2017, this amount was trebled by the Court after finding that Dish Network's violations were "willful or knowing", for a revised damages award of $61,339,200. (Dkt. No. 338). Affirmed on appeal, *Krakauer v. Dish Network, LLC*, 925 F.3d 643 (4th Cir. May 20, 2019), *cert. denied. Dish Network, L.L.C. v. Krakauer,* 140 S.Ct. 676 (December 16, 2019).

xix. <u>Dr. Charles Shulruff, D.D.S. v. Inter-med, Inc.,</u> 1:16-cv-00999, ND Ill, class settlement of $400,000 granted final approval on November 22, 2016.

xx. <u>Toney v, Quality Resources, Inc., Cheryl Mercuris and Sempris LLC,</u> 13-cv-00042, in which a TCPA class settlement was granted final approval on December 1, 2016 with TCPA settlement in the amount of $2,150,00 with one of three defendants an assignment of rights against defendant's insurance carrier. Second settlement of $3,300,000 granted final approval on September 25, 2018.

xxi. <u>Bull v. US Coachways, Inc.,</u> 1:14-cv-05789, settlement distributing $3,250,000 approved on May 18, 2019.

xxii. <u>Smith v. State Farm Mut. Auto. Ins. Co. , et. al.,</u> USDC, ND. Ill., 1:13-cv-02018, TCPA class settlement of $7,000,000.00 granted final approval on December 8, 2016.

xxiii. <u>Mey v. Frontier Communications Corporation</u>, USDC, D. Ct., 3:13-cv-1191-MPS, a TCPA class settlement of $11,000,000 granted final approval on June 2, 2017.

xxiv. <u>Biringer v. First Family Insurance, Inc.</u>, USDC, ND. Fla., a TCPA class settlement of $2,900,000 granted final approval on April 24, 2017.

xxv. <u>Abramson v. Alpha Gas and Electric, LLC</u>, USDC, SD. NY., 7:15-cv-05299-KMK, a TCPA class settlement of $1,100,000 granted final approval on May 3, 2017.

xxvi. <u>Heidarpour v. Central Payment Co.</u>, USDC, MD. Ga., 16-cv-01215, a TCPA class settlement of $6,500,000 granted final approval on May 4, 2017.

xxvii. <u>Abante Rooter and Plumbing, Inc. v. New York Life Insurance Company</u>, USDC, SD. NY., 1:16-cv-03588-BCM, a TCPA class settlement of $3,250,000 granted final approval on February 27, 2018.

xxviii. <u>Abramson v. CWS Apartment Home, LLC</u>, USDC, WD. Tex., 16-cv-01215, a TCPA class settlement of $368,000.00 granted final approval on May 19, 2017.

xxix. <u>Charvat v. Elizabeth Valente, et al</u>, USDC, NDIL, 1:12-cv-05746, $12,500,000 TCPA settlement granted final approval on November 4, 2019, appeal pending.

xxx. <u>Mey v. Got Warranty, Inc., et. al.</u>, USDC, NDWV., 5:15-cv-00101-JPB-JES, a TCPA class settlement of $650,000 granted final approval on July 26, 2017.

xxxi. <u>Mey v. Patriot Payment Group, LLC</u>, USDC, NDWV., 5:15-cv-00027-JPB-JES, a TCPA class settlement of $3,700,000 granted final approval on July 26, 2017.

xxxii. <u>Charvat and Wheeler v. Plymouth Rock Energy, LLC</u>, et al, USDC, EDNY, 2:15-cv-04106-JMA-SIL, a TCPA class settlement of $1,675.000 granted final approval on July 31, 2018.

xxxiii. <u>Fulton Dental, LLC v. Bisco, Inc.</u>, USDC, NDIL, 1:15-cv-11038. TCPA class settlement for $262,500 granted final approval on March 7, 2018.

xxxiv. <u>Abante Rooter and Plumbing, Inc. v. Birch Communications, Inc.</u>, USDC, NDGA, 1:15-cv-03262-AT. TCPA class settlement of $12,000,000 granted final approval on December 14, 2017.

xxxv. <u>Mey v. Venture Data, LLC and Public Opinion Strategies</u>, USD NDWV, 5:14-cv-123. Final approval of TCPA settlement granted on September 8, 2018.

xxxvi. <u>Abante Rooter and Plumbing, Inc. v. Alarm.com, Inc.</u>, USDC, NDCA 4:15-cv-06314-YGR. TCPA class settlement of $28,000,000 granted final approval on August 15, 2019.

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xxxvii.   <u>In Re Monitronics International, Inc. Telephone Consumer Protection Act Litigation</u>, USDC, NDWV, 1:13-md-02493-JPB-MJA, a TCPA class settlement of $28,000,000 granted final approval on June 12, 2018.

xxxviii.   <u>Abante Rooter and Plumbing, Inc. v. Allstate Insurance Company, et al</u>, USDC, NDIIL 1:15-cv-00925. TCPA class settlement of $10,500,000 granted final approval on August 15, 2019.

xxxix.   <u>Kaiser v. CVS Pharmacy, Inc., et al</u>, USDC NDIL, 1:14-cv-03687, TCPA class settlement of $15,000,000 approved on January 30, 2020.

xl.   <u>Vance v. DirecTV</u>, No. 5:17-179, N. D. W. Va. ($16.875 million nationwide TCPA settlement.

xli.   <u>Clough v. Revenue Frontier</u>, 1:17-cv-00411-PB, a TCPA class action in which adversary class certification was granted, with a $2,100,000 class action settlement approved on September 10, 2020.

PURSUANT TO 28 U.S.C. § 1746, I DECLARE SIGNED UNDER PENALTY OF PERJURY OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT EXECUTED THIS THIS 12th DAY OF JANUARY 2024 IN THE COMMONWEALTH OF MASSACHUSETTS.

/s/ Matthew P. McCue
Matthew P. McCue

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JOSEPH MANTHA on behalf of himself and others similarly situated,	:	
	:	
	:	
Plaintiff,	:	
	:	Case No. 1:19-cv-12235-LTS-PK
v.	:	
	:	
QUOTEWIZARD.COM, LLC	:	
	:	
Defendant.	:	
	:	
	:	
	:	

<u>DECLARATION OF EDWARD A. BRODERICK</u>

I, Edward A. Broderick, declare as follows:

1.   I am an attorney duly admitted to practice in the Commonwealth of Massachusetts, I am over 18 years of age, I am competent to testify and make this affidavit on personal knowledge. I make this declaration in support of Plaintiff's Motion for Class Certification. In this declaration I will describe the work that I and my co-counsel have done in identifying and investigating potential claims in the action and to set forth my qualifications to serve as class counsel, and describe my experience in representing plaintiff classes in class actions, and cases brought under the 47 U.S.C. § 227, the Telephone Consumer Protection Act. ("TCPA").

2.   I have been involved in every stage of representing Plaintiff in this case, from pre-trial investigation, analysis of Plaintiff's potential claims, and review of documents and discovery responses as well as depositions. Based on my experience in prosecuting class actions under the TCPA, I believe this action satisfies all of the requirements of Rule 23 of the Federal Rules of Civil Procedure.

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3.   My firm, as well as my co-counsel, has sufficient resources to prosecute this case to a successful resolution through trial and any appeals, as is evidenced by my experience in litigating TCPA class actions set forth below.

QUALIFICATIONS OF COUNSEL

4.   I am a 1993 graduate of Harvard Law School. Following graduation from law school, I served as a law clerk to the Honorable Martin L.C. Feldman, United States District Judge in the Eastern District of Louisiana.

5.   Following my clerkship, from 1994 to December 1996, I was an associate in the litigation department of Ropes & Gray in Boston, where I gained class action experience in the defense of a securities class action, *Schaeffer v. Timberland*, in the United States District Court in New Hampshire, and participated in many types of complex litigation.

6.   From January 1997 to March 2000, I was an associate with Ellis & Rapacki, a three-lawyer Boston firm focused on the representation of consumers in class actions.

7.   In March 2000, I co-founded the firm of Shlansky & Broderick, LLP, focusing my practice on complex litigation and the representation of consumers.

8.   In 2003, I started my own law firm focusing exclusively on the litigation consumer class actions.

9.   A sampling of other class actions in which I have represented classes of consumers and been appointed class counsel follows:

   i.   *In re General Electric Capital Corp. Bankruptcy Debtor Reaffirmation Agreements Litigation,* (MDL Docket No. 1192) (N.D. Ill) (nationwide class action challenging reaffirmation practices of General Electric Capital Corporation, settlement worth estimated $60,000,000.)

   ii.   *Hurley v. Federated Department Stores, Inc., et al*, USDC D. Mass. Civil Action No. 97-11479-NG (nationwide class action challenged bankruptcy reaffirmation practices of Federated Department Stores and others; $8,000,000 recovery for class.)

   iii.   *Valerie Ciardi v. F. Hoffman LaRoche, et al*, Middlesex Superior Court Civil Action No. 99-3244D, (class action pursuant to Massachusetts Consumer Protection Act, M.G.L. c. 93A brought on behalf of Massachusetts consumers harmed by price-fixing conspiracy by manufactures of vitamins; settled for $19,600,000.)

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iv.   *Shelah Feiss v. Mediaone Group, Inc, et al*, USDC N. District Georgia, Civil Action No. 99-CV-1170, (multistate class action on behalf of consumers; estimated class recovery of $15,000,000--$20,000,000.)

v.   *Mey v. Herbalife International, Inc.*, Ohio County Circuit Court (West Virginia), Civil Action No. 01-cv-263. $7,000,000 TCPA class action settlement granted final approval on February 5, 2008 following the grant of a contested class certification motion.

vi.   *Mulhern v. MacLeod d/b/a ABC Mortgage Company*, Norfolk Superior Court (Massachusetts), Civil Action No. 05-01619-BLS. TCPA class settlement of $475,000 following the grant of a contested class certification motion, granted final approval by the Court on July 25, 2007.

vii.   *Evan Fray-Witzer, v. Metropolitan Antiques, LLC*, Suffolk Superior Court (Massachusetts), Civil Action No. 02-5827-BLS. After the grant of a contested class certification motion, a companion case went to the Massachusetts Supreme Judicial Court, which issued a decision finding insurance coverage. *See Terra Nova Insurance v. Fray-Witzer et. al.*, 449 Mass. 206 (2007). There was then a TCPA class settlement of $1,800,000 which was granted final approval.

viii.   *Shonk Land Company, LLC v. SG Sales Company*, Circuit Court of Kanswaha County (West Virginia), Civil Action No. 07-C-1800 TCPA class settlement for $2,450,000, final approval granted in September of 2009.

ix.   *Mann & Company, P.C. v. C-Tech Industries, Inc.*, USDC, D. Mass., Civil Action No. 1:08-CV-11312-RGS, TCPA class settlement of $1,000,000, final approval granted in January of 2010.

x.   *Evan Fray Witzer v. Olde Stone Land Survey Company, Inc.*, Suffolk Superior Court (Massachusetts), Civil Action No. 08-04165. TCPA class settlement $1,300,000 granted final approval on February 3, 2011.

xi.   *Milford & Ford Associates, Inc. and D. Michael Collins vs. Cell-Tek, LLC,* USDC, D. Mass., Civil Action No. 1:09-cv-11261-DPW. TCPA class settlement of $1,800,000, final approval granted August 17, 2011.

xii.   *Collins v. Locks & Keys of Woburn, Inc..*, Suffolk Superior Court (Massachusetts), Civil Action No. 07-4207-BLS2, TCPA class settlement of $2,000,000 following the granting of a contested class certification motion, granted final approval on December 14, 2011.

xiii.   *Brey Corp t/a Hobby Works v. Life Time Pavers, Inc.*, Circuit Court for Montgomery County (Maryland), Civil Action No. 349410-V, TCPA class settlement of $1,575,000 granted final approval in March of 2012.

xiv.   *Collins, et al v. ACS, Inc. et al*, USDC, D. Mass., Civil Action No. 10-CV-11912, TCPA class settlement $1,875,000 granted final approval on September 25, 2012.

xv.   *Desai and Charvat v. ADT Security Services, Inc.*, USDC, ND. Ill., Civil Action No. 11-CV-

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1925, TCPA class settlement of $15,000,000 granted final approval on June 21, 2013.

xvi.   *Benzion v. Vivint*, 0:12cv61826, USDC S.D.Fla., settlement of $6,000,000 granted final approval in February of 2015.

xvii.   *Kensington Physical Therapy, Inc. v. Jackson Therapy Partners, LLC*, USDC, D. MD, Civil Action No. 11-CV-02467, TCPA class settlement of $4,500,000 granted final approval on February 12, 2015.

xviii.   *Jay Clogg Realty Group, Inc. v. Burger King Corporation*, USDC, D. MD., Civil Action No. 13-cv-00662, TCPA class settlement of $8,500,000 granted final approval on April 15, 2015.

xix.   *Charvat v. AEP Energy, Inc.,* USDC, ND. Ill., 1:14-cv-03121, TCPA class settlement of $6,000,000 granted final approval on September 28, 2015.

xx.   *Mey v. Interstate National Dealer Services, Inc.*, USDC, ND. Ga., 1:14-cv-01846-ELR, TCPA class settlement of $4,200,000 granted final approval on June 8, 2016.

xxi.   *Philip Charvat and Ken Johansen v. National Guardian Life Insurance Company*, USDC, WD. WI., 15-cv-43-JDP, TCPA class settlement for $1,500,000 granted final approval on August 4, 2016.

xxii.   *Bull v. US Coachways, Inc.*, USDC, ND. Ill., 1:14-cv-05789, TCPA class settlement finally approved on November 11, 2016 with an agreement for judgment in the amount of $49,932,375 and an assignment of rights against defendant's insurance carrier.

xxiii.   *Toney v. Quality Resources, Inc., Cheryl Mercuris and Sempris LLC, et al.*, USDC, ND. Ill., 1:13-cv-00042, TCPA class settlement of $2,150,000 was granted final approval on December 1, 2016 with one of three defendants, and an assignment of rights against defendant's insurance carrier. Second settlement on behalf of class against two remaining defendants of $3,300,000 granted final approval on September 25, 2018.

xxiv.   *Smith v. State Farm Mut. Auto. Ins. Co. , et. al.,* USDC, ND. Ill., 1:13-cv-02018, TCPA class settlement of $7,000,000.00 granted final approval on December 8, 2016.

xxv.   *Mey v. Frontier Communications Corporation*, USDC, D. Ct., 3:13-cv-1191-MPS, a TCPA class settlement of $11,000,000 granted final approval on June 2, 2017.

xxvi.   *Biringer v. First Family Insurance, Inc.*, USDC, ND. Fla., a TCPA class settlement of $2,900,000 granted final approval on April 24, 2017.

xxvii.   *Abramson v. Alpha Gas and Electric, LLC,* USDC, SD. NY., 7:15-cv-05299-KMK, a TCPA class settlement of $1,100,000 granted final approval on May 3, 2017.

xxviii. *Heidarpour v. Central Payment Co.*, USDC, MD. Ga., 16-cv-01215, a TCPA class settlement of $6,500,000 granted final approval on May 4, 2017.

xxix.   *Abante Rooter and Plumbing, Inc. v. New York Life Insurance Company,* USDC, SD. NY., 1:16-cv-03588-BCM, a TCPA class settlement of $3,250,000 granted final approval on February 27, 2018.

xxx.   *Abramson v. CWS Apartment Home, LLC*, USDC, WD. Tex., 16-cv-01215, a TCPA class

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settlement of $368,000.00 granted final approval on May 19, 2017.

xxxi.   *Charvat v. Elizabeth Valente, et al*, USDC, NDIL, 1:12-cv-05746, $12,500,000 TCPA settlement granted final approval on November 4, 2019, appeal pending.

xxxii.   *Thomas Krakauer v. Dish Network, L.L.C.*, USDC MDNC, Civil Action No. 1:14-CV-333 on September 9, 2015. Following a contested class certification motion, this case went to trial in January of 2017 returning a verdict of $20,446,400. On May 22, 2017, this amount was trebled by the Court after finding that Dish Network's violations were "willful or knowing", for a revised damages award of $61,339,200. (Dkt. No. 338). Affirmed on appeal, *Krakauer v. Dish Network, LLC*, 925 F.3d 643 (4th Cir. May 20, 2019), *cert. denied. Dish Network, L.L.C. v. Krakauer,* 140 S.Ct. 676 (December 16, 2019).

xxxiii.   *Mey v. Got Warranty, Inc., et. al.*, USDC, NDWV., 5:15-cv-00101-JPB-JES, a TCPA class settlement of $650,000 granted final approval on July 26, 2017.

xxxiv.   *Mey v. Patriot Payment Group, LLC*, USDC, NDWV., 5:15-cv-00027-JPB-JES, a TCPA class settlement of $3,700,000 granted final approval on July 26, 2017.

xxxv.   *Charvat and Wheeler v. Plymouth Rock Energy, LLC*, et al, USDC, EDNY, 2:15-cv-04106-JMA-SIL, a TCPA class settlement of $1,675.000 granted final approval on July 31, 2018.

xxxvi.   *Fulton Dental, LLC v. Bisco, Inc.*, USDC, NDIL, 1:15-cv-11038. TCPA class settlement for $262,500 granted final approval on March 7, 2018

xxxvii.   *Mey v. Venture Data, LLC and Public Opinion Strategies*, USDC, NDWV, 5:14-cv-123. Final approval of TCPA settlement granted on September 8, 2018.

xxxviii. *In Re Monitronics International, Inc. Telephone Consumer Protection Act Litigation*, USDC, NDWV, 1:13-md-02493-JPB-MJA, a TCPA class settlement of $28,000,000 granted final approval on June 12, 2018.

xxxix.   *Abante Rooter and Plumbing, Inc. v. Alarm.com, Inc.,* USDC, NDCA 4:15-cv-06314-YGR. TCPA class settlement of $28,000,000 granted final approval on August 15, 2019.

xl.   *Abante Rooter and Plumbing, Inc. v. Allstate Insurance Company, et al*, USDC, NDIIL 1:15-cv-00925. TCPA class settlement of $10,500,000 granted final approval on August 15, 2019.

xli.   *Kaiser v. CVS Pharmacy, Inc., et al*, USDC NDIL, 1:14-cv-03687, TCPA class settlement of $15,000,000 approved on January 30, 2020.

xlii.   *Vance v. DirecTV,* No. 5:17-179, N. D. W. Va. ($16.875 million nationwide TCPA settlement.

xliii.   *Clough v. Revenue Frontier*, 1:17-cv-00411-PB, a TCPA class action in which adversary class certification was granted, with a $2,100,000 class action settlement approved on September 10, 2020.

PURSUANT TO 28 U.S.C. § 1746, I DECLARE SIGNED UNDER PENALTY OF PERJURY OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT EXECUTED THIS THIS 12ʰ DAY OF JANUARY, 2024 IN THE COMMONWEALTH OF MASSACHUSETTS.

/s/ *Edward A. Broderick*
Edward A. Broderick

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JOSEPH MANTHA on behalf of himself and others similarly situated
 	
    Plaintiff,
 	
  v.
 	
QUOTEWIZARD.COM, LLC
 	
    Defendant.
	Case No. 5:22-cv-00330

<u>DECLARATION OF ANTHONY PARONICH</u>

1. I am submitting this declaration regarding my adequacy to be appointed class counsel.

2. I am an attorney duly admitted to practice in the Commonwealth of Massachusetts, I am over 18 years of age, and I am competent to testify and make this affidavit on personal knowledge. I have extensive experience in the prosecution of class actions on behalf of consumers, particularly claims under the TCPA.

3. I am a 2010 graduate of Suffolk Law School. In 2010, I was admitted to the Bar in Massachusetts. Since then, I have been admitted to practice before the Federal District Court for the District of Massachusetts, the Northern District of Illinois, the Eastern District of Michigan, the Western District of Wisconsin, the Southern District of Indiana, the First Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and the Ninth Circuit Court of Appeals. From time to time, I have appeared in other State and Federal District Courts *pro hac vice*. I am in good standing in every court to which I am admitted to practice.

4.   I was an associate at Broderick Law, P.C. in Boston, Massachusetts from 2010

through 2016.

5.   I was a partner at Broderick & Paronich, P.C. in Boston, Massachusetts from 2016

through 2019.

6.   In 2019, I started Paronich Law, P.C., focused on protecting consumers in class

action lawsuits.

7.   Below is a list of cases where I have been appointed as lead or co-lead counsel on

behalf a class or putative class:

8. Mann & Company, P.C. v. C-Tech Industries, Inc., USDC, D. Mass., C.A.
    1:08CV11312-RGS, class action on behalf of recipients of faxes in violation of
    TCPA, settlement for $1,000,000, final approval granted in January of 2010.

9. Evan Fray Witzer v. Olde Stone Land Survey Company, Inc.,
    Massachusetts Superior Court, Civil Action No. 08-04165 (February 3,
    2011) (final approval granted for TCPA class settlement). This matter
    settled for $1,300,000.

10. Milford & Ford Associates, Inc. and D. Michael Collins vs. Cell-
    Tek, LLC, USDC, D. Mass. C. A. 1:09-cv- 11261-DPW, class
    action on behalf of recipients of faxes in violation of TCPA, settlement
    for $1,800,000, final approval granted August 17, 2011 (Woodlock, J.).

11. Collins v. Locks & Keys of Woburn Inc.., Massachusetts Superior
    Court, Civil Action No. 07-4207-BLS2 (December 14, 2011) (final
    approval granted for TCPA class settlement). This matter settled for
    $2,000,000.

12. Brey Corp t/a Hobby Works v. Life Time Pavers, Inc., Circuit Court for
    Montgomery County, Maryland, Civil Action No. 349410-V (preliminary approval
    granted for TCPA class settlement). This matter settled for $1,575,000.

13. Collins, et al v. ACS, Inc. et al, USDC, District of Massachusetts, Civil Action No.
    10-CV-11912 a TCPA case for illegal fax advertising, which settled for
    $1,875,000.

14. Desai and Charvat v. ADT Security Services, Inc., USDC, Northern District of
    Illinois, Civil Action No. 11-CV-1925, settlement of $15,000,000, approved,
    awarding fees of one third of common fund.

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15. <u>Benzion v. Vivint,</u> 0:12cv61826, USDC S.D.Fla., settlement of $6,000,000 granted final approval in February of 2015.

16. <u>Kensington Physical Therapy v. Jackson Physical Therapy Partners,</u> USDC, District of Maryland, 8:11cv02467, settlement of $4,500,000 granted final approval in February of 2015.

17. <u>Jay Clogg Realty v. Burger King Corp.,</u> USDC, District of Maryland, 8:13cv00662, settlement of $8.5 million granted final approval in May of 2015.

18. <u>Charvat v. AEP Energy,</u> 1:14cv03121 ND Ill, class settlement of $6 million granted final approval on September 28, 2015.

19. <u>Thomas Krakauer v. Dish Network, L.L.C.</u>, USDC, MDNC, Civil Action No. 1:14-CV-333 on September 9, 2015. I was co-trial counsel in the case which resulted in a jury verdict in favor of plaintiff and the class of $20,446,400 on January 19, 2017. (Dkt. 292). On May 22, 2017, this amount was trebled by the Court after finding that Dish Network's violations were "willful or knowing", for a revised damages award of $61,339,200. (Dkt. No. 338).

20. <u>Dr. Charles Shulruff, D.D.S. v. Inter-med, Inc.,</u> 1:16-cv-00999, ND Ill, class settlement of $400,000 granted final approval on November 22, 2016.

21. <u>Toney v. Quality Resources, Inc., Cheryl Mercuris and Sempris LLC,</u> 13-cv-00042. A TCPA class settlement was granted final approval on December 1, 2016 in the amount of $2,150,00 with one of three defendants. A second settlement with the two remaining defendants for $3,300,000 granted final approval on September 25, 2018.

22. <u>Bull v. US Coachways, Inc.,</u> 1:14-cv-05789, in which a TCPA class settlement was finally approved on November 11, 2016 with an agreement for judgment in the amount of $49,932,375 with an assignment of rights against defendant's insurance carrier. $3,250,000 recovered against insurance carrier through settlement of subsequent declaratory judgment action.

23. <u>Smith v. State Farm Mut. Auto. Ins. Co. , et. al.,</u> USDC, ND. Ill., 1:13-cv-02018, TCPA class settlement of $7,000,000.00 granted final approval on December 8, 2016.

24. <u>Mey v. Frontier Communications Corporation,</u> USDC, D. Ct., 3:13-cv-1191-MPS, a TCPA class settlement of $11,000,000 granted final approval on June 2, 2017.

25. <u>Biringer v. First Family Insurance, Inc.,</u> USDC, ND. Fla., a TCPA class settlement of $2,900,000 granted final approval on April 24, 2017.

26. <u>Abramson v. Alpha Gas and Electric, LLC</u>, USDC, SD. NY., 7:15-cv-05299-KMK, a TCPA class settlement of $1,100,000 granted final approval on May 3, 2017.

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27. <u>Heidarpour v. Central Payment Co.</u>, USDC, MD. Ga. 4:15-cv-139 (CDL), a TCPA class settlement of $6,500,000 granted final approval on May 4, 2017.

28. <u>Abante Rooter and Plumbing, Inc. v. New York Life Insurance Company</u>, USDC, SD. NY., 1:16-cv-03588-BCM, a TCPA class settlement of $3,250,000 granted final approval on February 27, 2018.

29. <u>Abramson v. CWS Apartment Home, LLC</u>, USDC, WD. Tex., 16-cv-01215, a TCPA class settlement of $368,000.00 granted final approval on May 19, 2017.

30. <u>Charvat v. Elizabeth Valente, et al</u>, USDC, NDIL, 1:12-cv-05746, $12,500,000 TCPA settlement granted preliminary approval on July 6, 2017.

31. <u>Mey v. Got Warranty, Inc., et. al.</u>, USDC, NDWV., 5:15-cv-00101-JPB-JES, a TCPA class settlement of $650,000 granted final approval on July 26, 2017.

32. <u>Mey v. Patriot Payment Group, LLC</u>, USDC, NDWV., 5:15-cv-00027-JPB-JES, a TCPA class settlement of $3,700,000 granted final approval on July 26, 2017.

33. <u>Charvat and Wheeler v. Plymouth Rock Energy, LLC</u>, et al, USDC, EDNY, 2:15-cv-04106-JMA-SIL, a TCPA class settlement of $1,675.000 granted final approval on July 31, 2018

34. <u>Fulton Dental, LLC v. Bisco, Inc</u>., USDC, NDIL, 1:15-cv-11038. TCPA class settlement for $262,500 granted final approval on March 7, 2018.

35. <u>Abante Rooter and Plumbing, Inc. v. Birch Communications, Inc.</u>, USDC, NDGA, 1:15-cv-03262-AT. TCPA class settlement of $12,000,000 granted final approval on December 14, 2017.

36. <u>Abante Rooter and Plumbing, Inc. v. Alarm.com, Inc.</u>, USDC, NDCA 4:15-cv-06314-YGR. TCPA class settlement of $28,000,000 granted final approval on August 15, 2019.

37. <u>Charvat v. Carnival Corporation & PLC, et. al.</u>, USDC, N.D. Ill., 1:13-cv-00042, a TCPA class settlement of $12,500,000 granted final approval in April of 2020.

38. <u>Loftus v. Sunrun, Inc.</u>, USDC, N.D. Cal., 3:19-cv-1608, a TCPA class settlement of $5,500,000 granted final approval on May 11, 2021.

39. <u>Murray, et. al. v. Grocery Delivery E-Services USA Inc. d/b/a HelloFresh</u>, D. MA., Civil Action no. 19-cv-12608, a TCPA class settlement of $14,000,000 granted final approval on October 15, 2021.

Executed on January 10, 2024 in Hingham, Massachusetts.

/s/ Anthony Paronich
Anthony Paronich

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH MANTHA on behalf of himself and others similarly situated,	:	
	:	
	:	
Plaintiff,	:	
	:	Case No. 1:19-cv-12235-LTS-PK
v.	:	
	:	
QUOTEWIZARD.COM, LLC	:	
	:	
Defendant.	:	
	:	
	:	
	:	
	:	

DECLARATION OF ALEX M. WASHKOWITZ

I, Alex M. Washkowitz, declare as follows:

1.   I am an attorney duly admitted to practice in the Commonwealth of Massachusetts, I am over 18 years of age, I am competent to testify and make this affidavit on personal knowledge. I make this declaration in support of Plaintiff's Motion for Class Certification. In this declaration I will describe the work that I and my co-counsel have done in identifying and investigating potential claims in the action and to set forth my qualifications to serve as class counsel, and describe my experience in representing plaintiff classes in class actions, and cases brought under the 47 U.S.C. § 227, the Telephone Consumer Protection Act. ("TCPA").

2.   I have been involved in representing Plaintiff in this case from the outset, from pre-trial investigation, analysis of Plaintiff's potential claims, and review of documents and discovery responses as well as depositions. Based on my experience in prosecuting class actions under the TCPA, I believe this action satisfies all of the requirements of Rule 23 of the Federal Rules of Civil Procedure.

3.   I have experience in the prosecution of claims under the Telephone Consumer

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Protection Act, 47 U.S.C. §227. ("TCPA"). As a result of my experience litigating TCPA claims,

I am well-aware of the significant time and resources needed to litigate such actions, and my

Firm, as well as my co-counsel possesses the resources necessary to prosecute these actions

successfully. My firm keeps contemporaneous time records, and the rates for our attorneys and

personnel are commensurate with my experience and are commensurate with market rates in Boston

for attorneys with similar levels of experience.

4.   I am a 1999 graduate of Suffolk University Law School. Following graduation from

law school, I have been employed as a full time Federal Law Enforcement Officer with the United

States Government.

5.   In August 2014, I co-founded the firm of CW Law Group, PC, focusing

approximately one half of our practice on the representation of consumers for claims including the

TCPA, and working with other more experienced firms in consumer class litigation.

6.   I was appointed co-class counsel in Clough v. Revenue Frontier, 1:17-cv-00411-PB,

a TCPA class action in which adversary class certification was granted, with a $2,100,000 class

action settlement approved on September 10, 2020.

    PURSUANT TO 28 U.S.C. § 1746, I DECLARE SIGNED UNDER PENALTY OF PERJURY
OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT
EXECUTED THIS THIS 12ʰ DAY OF JANUARY, 2024 IN THE COMMONWEALTH OF
MASSACHUSETTS.

                                    /s/ *Alex M. Washkowitz*
                                    Alex M. Washkowitz